(iii) Project Co will establish subcontractor safety forums with both the leaders and key site representatives from the Subcontractors engaged on the Project to develop, maintain and take ownership in supporting the culture and performance across the Project in a consistent and collaborative manner.

4. Apprentices and Trainees

4.1 Compliance with the Training Policy

(a) Project Co acknowledges that the scope of the Project and length of the D&C Phase present a powerful opportunity to provide local benefits through increased employment in the vicinity of the Project, and training for a stronger Queensland construction industry.

(b) Project Co will establish a training academy on or near the main Site during construction to deliver and manage:

(i) recruitment pathways for disadvantaged groups, including work preparation programs, support and retention strategies and career development;

(ii) safety and compliance training, streamlined through Project Co's integrated learning platform;

(iii) upskilling and market skills shortage training to manage resource constraints for skilled workers;

(iv) certified and registered training for traineeships and apprenticeships; and

(v) discretionary training, including school programs to generate new interest and create pipelines for the next generation of Brisbane construction, graduate pathways, and workforce domestic and family violence training,

(**Training Academy**).

(c) Project Co will seek all opportunities to access available funding for trainees and apprentices.

(d) Table 1 below provides a further summary of Project Co's planned approach and targets:

Table 1

No.	Policy objectives	Project Co approach
1.	Create additional employment and training opportunities for apprentices and trainees in the building and construction industry.	Project Co will implement a strategic approach to recruiting new entrant apprentices / trainees in the D&C Phase in accordance with clause 62.2 of the Project Agreement and the Training Policy.
2.	Improve the skills base of the building and construction industry.	Project Co will train new entrants and address market shortages via the Training Academy. Project Co will work with Construction Skills Queensland (**CSQ**) to identify opportunities for individuals to have their existing skills recognised, and provide gap training to achieve nationally recognised construction qualifications.

No.	Policy objectives	Project Co approach
3.	Provide employment, training and business supply opportunities for Aboriginal and Torres Strait Islander Queenslanders.	Project Co will create Indigenous employment pathways through the Training Academy. Project Co will encourage subcontractors to employ Indigenous workers, and information will be included in the supplier prequalification questionnaire.
4.	A minimum of 15 per cent of the total labour hours on the Project is to be undertaken by apprentices and / or trainees and through other workforce training. A minimum 60 percent of the deemed hours are to be allocated toward the employment of apprentices and trainees (new entrants only) with the remaining deemed hours allocated to other workforce training.	In resourcing the Project, Project Co understands its commitment to adherence with all applicable requirements under the Training Policy.
5.	Project Co is required to develop and implement a skills development plan with the intent of developing the skills of existing workers and new entrants.	Project Co will develop and implement a skills development plan.
6.	Training delivery is to be linked to occupational outcomes in applicable, nationally accredited training packages that are identified in the skills development plan submitted.	Project Co will deliver training in nationally accredited packages through the Training Academy, which will be delivered in partnership with selected registered training organisations and group training organisations.
7.	A training coordinator is to be employed by the Principal Contractor to ensure the implementation of the skills development plan.	Project Co will employ several training coordinators as part of its training and development team. Project Co will seek to fund the employment of one of these roles via the CSQ "Industry Skills Coordination Program".

(e) **The nexus between training and safety performance**

(i) WHS training is a critical component of effective delivery by a skilled and competent workforce, and will be conducted in accordance with Project Co's statutory and duty-of-care obligations, and Cross River Rail Delivery Authority requirements. Training will focus on attitudinal, behavioural and task-specific components of the job to ensure all personnel 'think safety' and can work safely in their respective roles.

(ii) Project Co will develop several safety training courses for Site management and supervisory personnel. Project Co will also engage external providers to deliver targeted safety training to meet Project needs.

(f) **Expected resourcing**

(i) The Training Academy will be resourced by a dedicated training and development team, overseen by a training and development manager. The training and development team will have responsibility for all workforce recruitment and training requirements, including on-boarding and inductions, coordinating registered training organisations and

recruitment sources, upskilling, gap training, certificates and diplomas, funding and apprentice and traineeships.

(ii) Project Co will investigate funding the employment of one of four training coordinators through the CSQ "Industry Skills Coordination Program". The training coordinator will manage funding, compliance and reporting functions and work with CSQ to complete workforce reporting requirements for their organisation.

(iii) Project Co will also seek to embed an external recruitment facilitator for disadvantaged groups in the Training Academy on a full-time basis. Employed by a Project Co support organisation, the recruitment facilitator will undertake responsibility for coordinating disadvantaged candidates from various referral pathways into a work preparation and development program, accessing funding, managing support and mentorship strategies and working with subcontractors to place trainees.

(iv) The recruitment facilitator will connect candidates from a wide range of training and employment programs, including the state-funded Skilling Queenslanders for Work, the federally-funded Transition to Work program, youth-specialist job active services and an Indigenous vocational training and employment centre.

(v) Opportunities to deliver training using emerging technologies such as virtual reality or augmented reality will be coordinated by a virtual reality training advisor from Project Co's specialist design, technical support, research and technology business activities.

(g) **Number of apprentices and trainees to be employed as part of the T&S Works**

Project Co undertakes to employ new entrant apprentices / trainees over the D&C Phase in accordance with clause 62.2 of the Project Agreement and the Training Policy.

(h) **Relevant training and development activities that will be provided in relation to the work, supporting the delivery of nationally endorsed building and construction competencies**

(i) In line with the State's desire to reinvigorate TAFE Queensland, Project Co will investigate the possibility of partnering to deliver traineeships through the Training Academy.

(ii) Apprenticeships and traineeships on the Project will be linked to occupational outcomes in applicable nationally accredited training packages in rail and civil infrastructure, supervisors and leading hands, engineers, tradespeople and office support staff.

(iii) Traineeships of particular focus will be Certificate II in Rail Infrastructure and Certificate II in Civil Construction.

(i) **Other practices or programs to improve opportunities for apprentices and trainees, including training and advancement**

(i) *Work preparation and development program*

A. Project Co will seek to develop a work preparation and development program, with at least two intakes per year and opportunities for various referral pathways. The program will run over 3-4 weeks and will incorporate vocational training and personal development activities tailored for disadvantaged candidate groups, including:

1) Aboriginal and Torres Strait Islanders;

2) individuals at risk of homelessness; and

3) victims of domestic and family violence.

B. The work preparation and development program will aim to help participants develop attitudes and workplace behaviours valued by employers, such as personal organisation, reliability, team work, problem solving and decision making skills. Participants will be provided with assistance in improving literacy and numeracy and developing pro-social support networks.

(ii) *School programs*

A. Project Co acknowledges that secondary school level engagement is an important pathway to encourage new talent into the construction and rail industries. Project Co will create pathways for young people to genuine jobs and careers in construction, including:

1) work experience placements;

2) 12-month school-based traineeships for Year 11 students in partnership with CSQ; and

3) Indigenous school based traineeships via Project Co's program for high school students, including a two-year school based traineeship, transitioning into supported employment. This traineeship has powerful potential to create opportunities for Aboriginal and Torres Strait Islander apprentices on the Project.

(iii) *Support and retention*

A. Project Co understands that issues impacting a person's pre-employment will continue to impact them during their employment. The Training Academy's embedded recruitment facilitator will work with candidates entering the work preparation and development program to understand individual barriers to employment retention and mitigate these to the greatest extent possible before they start work.

B. Project Co will also introduce safety support for young workers, including apprentices and trainees, under 25 years of age and with less than two years of experience in the construction industry.

(iv) *Career development*

When trainees demonstrate a commitment to increasing their employability, Project Co will offer upskilling opportunities to increase their chances of gaining long-term employment and equip them for work on future Brisbane projects.

(v) *Maintenance Phase career pathways*

Project Co will facilitate opportunities for career progression pathways for Maintenance Phase personnel into careers with Queensland Rail Limited, by creating a skilled talent pool for them to draw on.

(j) **Auditing and reporting for compliance**

Project Co will comply with all reporting and auditing requirements related to apprentices and trainees under the Training Policy, Queensland Procurement Policy 2018, Queensland Indigenous (Aboriginal and Torres Strait Islander) Procurement Policy and Charter for Local Content.

(k) **Applying best practice training principles to subcontractors**

(i) Project Co will implement a strategic approach to recruiting new entrant apprentices / trainees in the D&C Phase in accordance with clause 62.2 of the Project Agreement and the Training Policy. Apprentices and trainees will be engaged via one or a combination of:

A. direct hire;

B. group training organisations; and/or

C. subcontractors.

(ii) Project Co will work with subcontractors to pass on training commitments to all those involved with the Project. Major suppliers and subcontractors will report to Project Co on compliance and achievements associated with the 15% Training Policy requirement, as a contract deliverable. Reporting requirements for suppliers will be as simple and clear as possible and commensurate with the size and value of the procurement.

(iii) The supplier prequalification questionnaire given to all suppliers will include a workforce development schedule.

(iv) Project Co will consistently encourage and advise subcontractors to afford indirect project employees similar training opportunities as directly employed team members.

5. Best Practice Industrial Relations

5.1 Working environment

(a) Project Co's approach to industrial relations (**IR**) will focus on maintaining relationships with all relevant unions and providing a workplace and terms and conditions of employment that attract and retain employees, as well as delivering value for money for the State.

(b) Project Co understands good communication between stakeholders (management, employees, client, unions and subcontractors) is imperative to project success, as are leaders who are competent in managing people and their performance.

(c) Project Co recognises that a stable working environment requires:

(i) terms and conditions of employment that will attract and retain the right employees;

(ii) timely resolution of grievances / disputes;

(iii) provision of appropriate amenities, tools and equipment;

(iv) safety that is best practice and second to none; and

(v) minimal IR disputes.

(d) In order to achieve the best possible working environment for the T&S Works, Project Co will:

(i) secure industrial instruments for its employees that provide for terms and conditions that are market competitive;

(ii) ensure that any industrial instruments of selected subcontractors are Code-compliant;

(iii) provide experienced and well-equipped managers who are responsive to employee needs;

(iv) provide amenities that are clean, maintained and provide respite in working breaks, and tools and equipment that is in sound working order and well maintained;

(v) develop safe work methods and practices, and continually undertake risk assessments and embed continual improvement processes; and

(vi) maintain productive working relationships with all stakeholders that encourage early resolution of issues.

5.2 D&C Phase

(a) Project Co acknowledges that in assessing the labour rates allowed in Project Co's Proposal, a key consideration was the terms and conditions in comparison to those likely to be offered in similar classifications on other relevant projects.

(b) Project Co will (and has since its announcement as preferred proponent) use all best endeavours to reach Code-compliant Greenfield Agreements in accordance with Best Practice Principles with all relevant unions as soon as practicable.

(c) Project Co will implement a comprehensive strategy for the successful management of workplace relations to mitigate risks and to ensure the successful completion of the T&S Works.

5.3 Industrial Relations Strategy

(a) Project Co will use a combination of direct hire and subcontractors to perform the T&S Works in a manner that will provide flexibility for Project Works and market competitive terms and conditions of employment.

(b) Project Co's overall IR strategy will address:

(i) value for money, relevant remuneration structures, competitiveness, innovation, IR trends and comparable projects;

(ii) industrial instruments that provide flexibility for operational works throughout weekends and nights and provide terms and conditions of employment that will attract and retain employees;

(iii) recognition of the role unions play in successful project delivery;

(iv) selection of key subcontractors for critical path works who have a solid history of maintaining IR harmony and have the ability to manage IR issues effectively;

(v) open door policy with all employees with a focus on prompt and effective resolution of issues;

(vi) recognition of a nominated employee working delegate for each union (if relevant) on Site with regular management / employee delegate communication meetings;

(vii) all levels of line management developing and maintaining positive direct working relationships with employees;

(viii) full compliance with the provisions of the *Fair Work Act 2009* (Cth) to establish an appropriate mechanism to communicate directly with any employee representative; and

(ix) the processing and resolution of all grievances in a professional and timely manner, applying sound IR management principles to resolve disputes.

(c) The Industrial Relations Management Plan (**IRMP**) will deliver best practice industrial relations throughout the Project by ensuring consistency of approach to the management of industrial relations matters.

(d) Table 2 below sets out some potential IR issues on the Project and some strategies to be implemented by Project Co.

Table 2

No.	Potential IR issues for the Project	Strategies
1.	Right of entry (**ROE**)	Project Co will maintain positive working relationships with unions and establish formal exit and entry points for the Project and a process for all visitors to sign in at the Site office in strict compliance with the law. All Project Co management / supervision will be trained in the ROE protocol. Project Co will secure access to Site as much as practicable, ensuring the location of cribs are strategic in terms of distance to work front and access to site.
2.	Wages and allowances	Project Co will use strategic alliance partners and select subcontractors based on their ability to manage their workforce and IR issues. Any industrial instruments will provide flexibility for the out of normal working hours operations, be in term (if enterprise agreements) and provide for market competitive terms and conditions.
3.	Safety stoppages	Project Co understands that safety issues can quickly become IR disputes. Project Co will set and maintain the highest standards through regular communication with employees (including inductions, toolbox talks, specific training, etc) and monitoring by effective supervision. Project Co will have direct engagement with the workforce to ensure that issues are raised directly with the management team for a quick resolution.
4.	Drug and alcohol management	A drug and alcohol policy will be implemented from the commencement of construction and communicated through inductions. All staff and workforce on Site will be bound by it and management will strictly enforce it.

No.	Potential IR issues for the Project	Strategies
5.	Inclement weather	Project Co will identify appropriate wet-weather training programs for its employees and work opportunities are available to appropriate on-site personnel, to maximise use of downtime during inclement weather. Project Co will also ensure Site management is aware of and follows inclement-weather protocols.

(e) Project Co will use the performance metrics outlined in Table 3 below to measure and report labour productivity and performance.

Table 3

No.	Objectives	Project Co Targets	Measure
1.	Ensure harmonious IR so that the requirements of quality, timeliness and cost are met or exceeded	Zero industrial action	Lost time due to industrial occurrences
2.	Attract a competent and loyal Subcontractor group / workforce	Subcontractors meet set key performance indicators	Subcontractors meet set key performance indicators
3.	Ensure no industrial disruption / delay / interference whatsoever	Zero industrial action	Zero IR occurrences
4.	Establish motivating and satisfying roles with development opportunities	Succession plan in place Minimal employee turnover	Promotion of internal employees Annual employee turnover <10%
5.	Achieve a flexible, multi-skilled team approach to operations Attract and retain a core workforce of competent and engaged employees	Employees with experience in more than one role	Dual role experience for multiple employees

5.4 How Industrial Relations Instruments will provide Wages and Conditions that will Attract and Retain a High Quality, Skilled Workforce

Project Co's industrial instruments will provide wages and conditions that will attract and retain a high quality and skilled workforce by being market competitive compared to other major infrastructure projects. This will be achieved in accordance with all relevant laws.

5.5 Evidence of Historic and Ongoing Governance to Ensure Compliance with Industrial Relations Laws

(a) Project Co will ensure compliance with all relevant Industrial Relations Laws, including the Building Code, through:

(i) continuing legal compliance with relevant legislation and industrial instruments through commercial correspondence, on-site behaviour and regular subcontract compliance checks;

(ii) maintaining a thorough understanding of the requirements of relevant laws through ongoing training of senior internal staff, obtaining legal

advice where necessary, drawing upon industry knowledge and liaising with Government agencies;

(iii) monitoring on-site behaviour and practices;

(iv) establishing a work site that espouses the values of choice in relation to freedom of association through management / line management encouraging employee choice;

(v) establishing a Project-based consultative committee;

(vi) providing union notice boards;

(vii) managing ROE in accordance with industrial and WHS Laws;

(viii) complying with any applicable dispute settlement requirements of the *Fair Work Act 2009* (Cth) relating to dispute settlement;

(ix) responding to requests for information concerning relevant WHS Laws from Government agencies;

(x) initiating voluntary remedial action to rectify non-compliant behaviour where it is drawn to the attention of Project Co; and

(xi) reporting and rectifying breaches where detected.

(b) Project Co will strictly comply with workplace relations legislation and the Building Code, and will allow unions right of entry in accordance with the legislative provisions to:

(i) investigate suspected contraventions relating to health and safety or industrial relations legislation; and

(ii) hold discussions pertaining to health and safety or industrial relations matters.

(c) Project Co will hold monthly employee representative meetings with Site-elected recognised delegates or employees selected to represent employees. These meetings will provide an opportunity to discuss issues affecting the workforce (including equipment, safety, cribbing, hours of work, supervision, etc) to ensure that all potential grievances are resolved quickly and at the local level. Project Co will ensure that employees can anonymously bring issues to their representative, while management is kept informed of workforce issues and has the knowledge to act quickly to resolve.

5.6 Applying Best Practice Industrial Relations to Subcontractors

(a) In line with current procedure of Consortium Members, Project Co will:

(i) consider subcontractors as partners in achieving outcomes;

(ii) train and educate subcontractors in the Project's Best Practice Principles in terms of health and safety and industrial relations;

(iii) work alongside and collaboratively with subcontractors to achieve desired outcomes;

(iv) provide training to develop the workforce in achieving the best possible outcomes;

(v) provide easy access to management in order to break down barriers and easily resolve issues;

(vi) comply with industrial relations and health and safety legislation to uphold standards of behaviour and culture;

(vii) obtain monthly statutory declarations from subcontractors with progress claims to confirm they have paid workers in accordance with relevant industrial instruments;

(viii) ensure the IRMP is provided to all subcontractors to follow;

(ix) require compliance from all relevant subcontractors, consultants and suppliers in terms of workplace relations and best practice IR within the requirements of workplace relations law. The supplier prequalification questionnaire given to all suppliers will include an IR schedule;

(x) work with subcontractors to ensure that they promptly and effectively resolve grievances; and

(xi) monitor on-site behaviour and practices to ensure consistency of the IRMP and best practice IR.

(b) Project Co's procurement policy will guide the selection of suppliers on a best value and best-for-project basis, including checks on IR capability and compliance, health and safety, environmental and sustainability and quality performance. Supply chain training is encouraged to up-skill businesses and increase awareness of IR, health, safety, environmental and quality best practice.

(c) Project Co will:

(i) continue to obtain statutory declarations from its subcontractors monthly with progress claims to confirm that they have paid their workers in accordance with relevant industrial instruments;

(ii) conduct regular checks on subcontractors to ensure they are complying with their industrial instruments;

(iii) ensure that the IRMP is provided to all subcontractors to follow;

(iv) require compliance from all relevant subcontractors, consultants and suppliers in terms of workplace relations and best practice industrial relations;

(v) require that all subcontractors promptly and effectively resolve grievances; and

(vi) monitor on-site behaviour and practices to ensure consistency of the IRMP and best practice industrial relations.

(d) Project Co will determine and monitor Code-compliance by requiring that each subcontractor or supplier completes a detailed supplier prequalification questionnaire (prior to entering into and before the commencement of any subcontract agreement) to determine:

(i) that secure appropriate industrial instruments to cover the work are in place;

(ii) industrial relations performance;

(iii) the number of employees and types of classifications;

(iv) any lower-tier subcontractors or independent contractors;

(v) any foreign labour and ensuring rights to work;

(vi) appropriate WorkCover and public liability insurances;

(vii) compliance with employee entitlements.

(e) Project Co will select subcontractors based on their ability to perform work packages in such a way as to contribute to project success. This includes considering subcontractors' experiences and outcomes in relation to managing their IR.

(f) Project Co will seek to establish the extent to which subcontractors are compliant with their legal and statutory obligations for employment.

5.7 Further clarification of Project Co commitments

Table 4 below sets out further clarification of Project Co's commitments to best practice industrial relations.

Table 4

No.	Best practice industrial relations - Clarifications	Project Co's commitments
1.	The steps that Project Co has taken or plans to take to engage with key stakeholders including any relevant employee representative organisations and the key issues and risks to be addressed arising from those engagements in relation to conditions of employment for the workforce for the Project. In particular, the employee representative organisations that Project Co has engaged with, the nature of these engagements, the outcome of these engagements and details of further engagement.	The past experience of the Consortium Members on large tunnel and rail infrastructure projects has been to establish a level of engagement through working with employee representative organisations in establishing enterprise agreements for employees with market comparable terms and conditions. Project undertakes to take a similar approach for the Project. Project Co recognises that it is in the Project's best interests that there is high productivity and low turnover among its workforce. Project Co's industrial instruments will be market competitive and comparative to other relevant major tunnel and rail infrastructure projects. This approach will provide wages and conditions that attract and retain a high quality and skilled workforce. The instruments will be negotiated and agreed in accordance with all relevant laws, and with relevant key stakeholders. Project Co has commenced, and will continue to, negotiate with all relevant employee representative organisations. Project Co acknowledges that in the interest of having a clear way forward when works commence onsite, it will be in the interest of all parties to try and reach an agreement as soon as practicable.
2.	Details of comparable local and non-local reference projects that Project Co has considered in assessing the likely conditions of employment issues and risks for	Project Co acknowledges that it has reviewed many projects that have a similar scope of work and value to the Project, including projects such as Sydney Metro negotiated and delivered successfully by Consortium Members. Many of the

No.	Best practice industrial relations - Clarifications	Project Co's commitments
	the Project, including the assessment (if any) made by Project Co of the conditions of employment applicable to these projects to ensure the availability and retention of a skilled labour workforce having regard to the size, timing and the competitive pressures that these other projects will bring to bear on the labour market during the term of the Project.	established practices and approaches being utilised on Sydney Metro (which is very similar in size and scope to this Project) that is being delivered by a Consortium Member at the date of this Agreement will be available as useful references in establishing Project Co's approach on this Project. Project Co acknowledges that it is imperative that the terms and conditions for this Project are market competitive and comparable for the type of work, location and current market. Project Co will ensure workers are paid appropriately and provided for in terms of conditions on Site. There will be a lot of interest from all employee representative parties on the Project due to that interest, the size of the Project and the location of the Project. Project Co will balance fairly the terms and conditions in terms of other relevant major tunnelling and rail projects and ensure value for money for the Government is maintained not just for the Project but follow-on projects in the future. Project Co acknowledges that ensuring a sustainable market in the future is critical to all parties.
3.	The details of the plan that Project Co proposes to adopt in managing industrial risk and workforce engagement and establishing a framework for setting the conditions of employment for the Project.	Project Co will engage with all relevant employee representative organisations as noted earlier. Project Co will continue negotiations with an aim to have agreed agreements in place for its employees. Project Co will begin to actively engage with employee representative organisations on details of the proposed agreements for their employees, including the wages and conditions of employment. Project Co will continue negotiations with an aim to have agreed agreements in place for its employees prior to commencing major permanent works on Site.
4.	Application of Best Practice Principles to subcontractors	Project Co will test the market using the request for quotation (**RfQ**) methodology to procure the best value subcontractors and suppliers for the Project. Through this RfQ process Project Co will pass down relevant requirements to subcontractors and suppliers to the Consortium, bringing surety that all entities are supporting Government policy objectives, including compliance with Best Practice Principles in relation to WHS systems and standards, trainees and apprentices and IR. Project Co will: (a) prequalify and select subcontractors and suppliers in accordance with its supplier prequalification procedure and supplier prequalification questionnaire; (b) ensure that the Industrial Relations Management Plan and WHS Management Plan are communicated to all subcontractors; (c) require subcontractors to participate in all

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No.	Best practice industrial relations - Clarifications	Project Co's commitments
		WHS forums, including a quarterly subcontractor engagement forum; (d) participate in all relevant training, including but not limited to WHS and digital systems; (e) require compliance from all relevant subcontractors, consultants and suppliers in terms of workplace relations and best practice industrial relations and WHS; (f) require subcontractors to participate in all formal WHS inspections, task observations and audits; (g) require subcontractors to be covered by their own or their employers' workers' compensation insurance and manage in accordance with legal obligations; (h) require subcontractors to develop and provide a copy of the approved return to work program; (i) support subcontractors to upskill their existing workforces in recognised required competencies for the Project; (j) track subcontractor training monthly, with subcontractors required to submit monthly reports to Project Co's project governance team, providing details on the training their employees have attended during the month to ensure Training Policy requirements are met; (k) select key subcontractors for critical path works that have a solid history of maintaining IR harmony and have the ability to manage IR issues effectively; (l) require all subcontractors to promptly and effectively resolve grievances; (m) monitor subcontractors' on-site behaviour and practices to ensure consistency with the Industrial Relations Management Plan and best practice industrial relations; (n) ensure subcontractors provide Project Co with regular updates and evidence of how they are managing unsatisfactory performance, to ensure that it has no impact on the Project and is compliant with relevant industrial legislation; and (o) pass the Local Industry Development Plan and Indigenous participation requirements down through the supply chain to subcontractors and suppliers. IR assessment will include reviewing industrial instruments applicable to subcontractors and ensuring subcontractors' compliance with those instruments. All suppliers of goods and services will be evaluated according to the following criteria: (p) pre-qualified / approved subcontractors and suppliers; (q) compliant management systems, including

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No.	Best practice industrial relations - Clarifications	Project Co's commitments
		safety, environment and quality; (r) compliance with Project Co's policies, procedures and partners for the Project; (s) commercial practicalities (e.g. legislative compliance and ethical best practice); and (t) price (cost competitiveness and value for money), reliability, availability and durability.
5.	Union meetings	Project Co will continue to meet with all relevant unions and engage in further dialogue.

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Project Scope and Technical Requirements

Annexure D: Management Requirements

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2.17. Industrial Relations Management

2.17.1. Project Co must deliver the T&S Works in accordance all Laws, including the Industrial Relations Laws, and with no, or minimal disruptions due to employment or industrial related actions.

2.17.2. Project Co must prepare an Industrial Relations Management Plan in accordance with the requirements of the Project Agreement.

2.17.3. The Industrial Relations Management Plan must describe how Project Co will manage industrial relations to ensure:

(a) a stable working environment;

(b) a productive and efficient work environment;

(c) flexible work practices that will minimise disruption to the existing transport network and operations;

(d) that lost time is minimised;

(e) ongoing compliance with the Industrial Relations Laws;

(f) the successful, on time, and at an acceptable cost completion of the T&S Works; and

(g) compliance with best practice industrial relations.

2.17.4. The Industrial Relations Management Plan must also:

(a) demonstrate how employment and industrial relations issues related to the T&S Works will be handled (including the industrial relations structure, roles and responsibilities and hierarchy for the management of industrial relations on the CRR Project);

(b) demonstrate the strategy for managing personnel performing the tasks to enable the T&S Works to meet the industrial relations objectives as set out in the relevant Laws (for example how any performance management and termination of employment processes will be dealt with);

(c) demonstrate the strategies for managing key employment processes, for example:

(i) processes for mobilisation of workforce including workforce management, reporting and statistics;

(ii) engaging in effective and meaningful communications with employees;

(iii) ensuring prompt resolution of employee grievances and issues; and

(iv) processes for implementing and ensuring compliance with other employment policies, for example:

(A) code of conduct and other policies;

(B) site rules and conditions;

(C) alcohol and drug testing;

(D) fatigue management - including roster planning;

(E) inclement weather planning;

(F) journey management; and

(G) change management protocol;

(d) demonstrate how all Subcontractors will be monitored and managed to ensure that they comply with the Laws (including in relation to sham contracting and labour hire licencing) and the Industrial Relations Management Plan;

(e) identify industrial relations risks and detail the proposed approach to managing and mitigating those industrial relations risks (including responding to any threatened or actual Industrial Action and industrial disputes);

(f) describe how entry to the Site (including right of entry), meetings for industrial relations purposes and engagement with Union Officials / employee representatives / unions will be managed;

(g) describe how Industrial Action and disputes (including stop work or union meetings) will be managed, including any formal processes;

(h) highlight what and how industrial relations and employment matters and incidents (including Industrial Action and disputes) will be reported to the State, on a regular basis (including the proposed frequency of reports and meetings with the State on industrial relations matters);

(i) demonstrate how industrial relations issues will be monitored and audited by Project Co (including how the Industrial Relations Management Plan will be reviewed and updated);

(j) describe how cooperation and interfacing issues will be managed;

(k) outline how Project Co (and any of its Subcontractors) will provide best practice industrial relations for employees in the workplace, for example:

(i) administration - how does the organisational structure of Project Co (and any of its Subcontractors) affect labour productivity, including identification of staff and reporting lines;

(ii) risk assessment - what are the industrial relations risks that Project Co might face and how are these risks managed and mitigated, and how are these risk / mitigation measures reported back to the State;

(iii) Subcontractor management - how Project Co will manage Subcontractors including how the selection and mobilisation of independent contractors, trade packages, labour hire and apprentices;

(iv) conditions of employment - how are the terms and conditions of employment established (including proposed industrial instrument/s that will apply to its employees (and Subcontractor's employees) and how labour rates of pay and conditions are paid in accordance with Industrial Relations Laws - including long service leave and superannuation);

(v) recruitment of direct labour - how direct labour will be attracted, recruited and retained, and how issues of skills shortages and interstate and offshore resourcing of labour, training and competency assurance will be dealt with;

(vi) performance metrics - how is labour performance managed to ensure the T&S Works are on track; and

(vii) employee participation - how are employee issues communicated and managed effectively and in accordance with the relevant Industrial Relations Law and/or policies.

Tunnel, Stations and Development

Project Scope and Technical Requirements: Part Two

Part 2D1.8 Initial Industrial Relations Management Plan

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1. Initial Industrial Relations Management Plan

1.1 Introduction

This PSTR Part 2D1.8 contains the Initial Industrial Relations Management Plan, which consists of the documentation provided by Project Co that is identified in Appendix 2D1.8.1 and contained in Appendix 2D1.8.2, amended as identified in section 1.2 of this PSTR Part 2D1.8.

1.2 Documentation

(a) Project Co's documentation contained in Appendix 2D1.8.2 must be amended by Project Co in accordance with this section 1.2 of this PSTR Part 2D1.8, including the amendments identified in Table 1: Amendments to Initial Industrial Relations Management Plan .

(b) Not used.

(c) Where consequential amendments are required to other Part 2 documentation in order to align with the amendments identified in this section 1.2 of this PSTR Part 2D1.8, Project Co must amend the relevant Part 2 documents to incorporate those consequential amendments.

(d) The State does not represent or warrant that it has checked, examined, analysed or considered the documentation contained in Appendix 2D1.8.2 for compliance with the requirements of the Project Agreement (including Part 1 of the PSTR).

(e) Pursuant to clause 5.6(f) of the Project Agreement, Project Co acknowledges that:

(i) it bears absolutely all risks howsoever they may arise as a result of the use by Project Co and any Project Co Associates of, or the reliance by Project Co or any Project Co Associate on, the documentation contained in Appendix 2D1.8.2 (as amended by this section 1.2) in performing the Project Activities and such use and reliance will not limit any of its obligations under this Agreement;

(ii) it is not entitled to make any Claim against the State, and the State has no Liability to Project Co, arising out of or in connection with any errors omissions, defects, ambiguities, discrepancies or inconsistencies in the documentation contained in Appendix 2D1.8.2 (as amended by this section 1.2) and the fact that design and construction of the T&S Works in accordance with the documentation contained in Appendix 2D1.8.2 (as amended by this section 1.2) may not satisfy the FFP Warranties;

(iii) nothing in the documentation contained in Appendix 2D1.8.2 (as amended by this section 1.2) may be used by Project Co to demonstrate compliance by Project Co with the requirements of the State Project Documents;

(iv) nothing in the documentation contained in Appendix 2D1.8.2 (as amended by this section 1.2) which indicates or suggests that any drawing, diagram or picture forming part of the PSTR is a draft or is not complete, or any words to that effect, will have any effect, whether legal, interpretative or otherwise; and

(v) Project Co remains responsible for ensuring that the Project Assets and the Services satisfy the requirements of the State Project Documents despite the documentation contained in Appendix 2D1.8.2 (as amended by this section 1.2).

(f) Without limiting section 1.2(e), to the extent that the documentation contained in Appendix 2D1.8.2 does not:

(i) comply with the Project Agreement, including Part 1 of the PSTR including the requirements in Annexure D section 2.17 of Part 1 of the PSTR,

(ii) comply with the State Approval, including all Coordinator-General's Change Reports; and

(iii) comply with the scope and scope allocation identified in the PSTR (including Annexure A of the PSTR and the SBS),

Project Co must amend the documentation to ensure such compliance.

(g) Project Co must amend the documentation contained in Appendix 2D1.8.2 as necessary to remove all departures, derogations, assumptions and qualifications that are not reflected in Part 1 of the PSTR or in the general terms and conditions or Schedules to the Project Agreement.

(h) No express or implied words, comments, statements or expressions in the documentation contained in Appendix 2D1.8.2 to the effect that Project Co has relied on Project Information will limit the operation of the representations, warranties, releases and indemnities in clauses 11.3 and 46.4 of the Agreement.

(i) Any reference in the documentation contained in Appendix 2D1.8.2 to the "Delivery Authority", "DA", Cross River Rail Delivery Authority", or "CRRDA" is deemed to be a reference to the State or the State Representative as the context requires.

(j) Nothing in the documentation contained in Appendix 2D1.8.2 requires the State, a State Associate, the Project Independent Certifier, a Project Independent Certifier Associate, Queensland Rail Limited or a Queensland Rail Limited Associate to do, or refrain from doing, anything that the State, the State Associate, the Project Independent Certifier, a Project Independent Certifier Associate, Queensland Rail Limited or the Queensland Rail Limited Associate (as the case may be) is not required to do, or not required to refrain from doing (as the case may be), under Part 1 of the PSTR or under the general terms and conditions or Schedules to the Project Agreement.

(k) Any reference in the documentation contained in Appendix 2D1.8.2 to "we", "our", "the Proponent", "the Contractor", "Pulse", "the Project", a Project Co Associate, a group of Project Co Associates, a former Project Co Associate or a group of former Project Co Associates doing or refraining from doing anything is deemed to be a reference to Project Co doing or refraining from doing that thing (as the case may be).

Table 1: Amendments to Initial Industrial Relations Management Plan

ITEM	DOCUMENT NAME AND REFERENCE	AMENDMENT TO THE DOCUMENT
1.	R2.15.6.2 Industrial Relations Management Plan	The Initial Industrial Relations Management Plan, including R2.15.6.2 Industrial Relations Management Plan is to be amended to ensure it complies with Project Agreement clause 61 and aligns with Exhibit 4 Best Practice Principles.

Appendices

CROSSRIVERRAIL
Delivery Authority

APPENDIX 2D1.8.1 LIST OF INITIAL INDUSTRIAL RELATIONS MANAGEMENT PLAN DOCUMENTATION

The following table identifies the Project Co documentation that is incorporated into the Initial Industrial Relations Management Plan:

Table AP1.1 List of Initial Industrial Relations Management Plan Documentation

ITEM	DOCUMENT NAME
1.	R2.15.6.2 Industrial Relations Management Plan

APPENDIX 2D1.8.2 INITIAL INDUSTRIAL RELATIONS MANAGEMENT PLAN DOCUMENTATION

R2.15.6.2 Industrial Relations Management Plan

R2

Project number:	M00160
Document number:	To be assigned
Revision date:	19/10/2018
Revision:	A

Details of Revision Amendments

Document Control

The CBG Project Director is responsible for ensuring that this draft plan is reviewed and approved. The IR Manager is responsible for updating this plan to reflect changes to the project, legal and other requirements, as required.

All Plans will be updated at the time intervals specified in Annexure D to the PSTR or as required to reflect Project status, ensuring that changes to any one document are reflected across the full set of Project Management Plans.

Amendments

Any revisions or amendments must be approved by the Project Manager and/or client before being distributed / implemented.

Table 1 Document schedule

Time for Submission	Period during which Project Co must provide updates	Update Interval
On or before Financial Close.	From initial submission until the Date of Final Acceptance	6 monthly
	At least 60 Business Days before the Date of Provisional Acceptance, updates in the CSEMP to address any works and activities for the FAS Phase.	

Revision Details

Table 2 Revision details

Revision	Details
A	

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1 Introduction

1.1 Purpose

Project Co's (Pulse's) D&C Subcontractor for the Cross River Rail (CRR) Tunnel, Stations and Development (TSD) Package (the Project) is the joint venture of CPB Contractors Pty Ltd, BAM International Australia Pty Ltd and Ghella Pty Ltd (CBG).

CBG is responsible for delivering the D&C Activities and Final Acceptance Services for the T&S Works during the D&C Phase and through to the Date of Final Acceptance. The FM Subcontractor: UGL Engineering Pty Ltd (UGL) will perform the Maintenance Services and Final Acceptance Services.

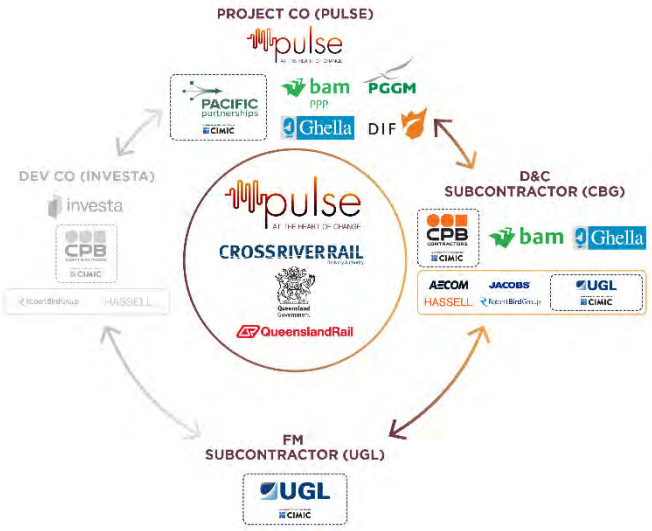

Figure 1 Pulse and CBG Members

This draft Industrial Relations Management Plan (IRMP) outlines how CBG will maintain relationships with relevant unions and provide a workplace, and terms and conditions of employment that attract and retain employees.

This preliminary IRMP complies with the requirements of:

- Element R2.5.1 (j) of TSD RFP Volume 2 Proposal Requirements
- Section 2.16 of Annexure D Management Requirements of the TSD RFP Volume 3 – Project Scope and Technical Requirements (PSTR).

2 Project Overview

2.1 CRR Project Background

Refer to section 2 of R2.5.1.1 Project Management Plan for detail on the:

- CRR Project Background and Project Objectives
- TSD Objectives and TSD Works
- Project phases.

2.2 Pulse Strategic Approach

Pulse's strategic approach in developing the delivery solution has been to:

- Create a **project vision** consistent with the vision of Cross River Rail Delivery Authority (Figure 2)
- Use this vision, and its four **strategic principles** to develop our TSD Works delivery solution within a rail and urban environment that delivers the **TSD Objectives** with a high degree of certainty.

Figure 2 Project vision

Refer to R2.5.1 Project Management Plan (PMP) for detail.

2.3 Plan Objectives

The primary objective is to deliver the Project in accordance with the CRR Project Objectives and TSD Objectives, the Project Agreement and the PSTR. The specific objectives of this Plan are to detail a framework that will provide a stable, productive and efficient working environment that will minimise disruption to stakeholders and the existing transport network.

2.4 Contract Requirements

The compliance matrix summarises the minimum Cross River Rail Delivery Authority (the Delivery Authority's) requirements as defined in the RFP documentation and where this is addressed within this Plan or the wider CPB Contractors Management System. CBG will transfer this information to and complete the following table with the minimum Client requirements as defined in the Contract following Contract Award.

Table 3 Contract Requirements

Contract Reference	Content Requirements	Where Addressed	Comments

3 The Way We Operate

CBG has adopted the CPB Contractors' CMS to manage delivery of the T&S Works.

The CPB CMS is based on the *The Way We Operate* process, which drives an integrated approach to ensure the safe, efficient and consistent delivery of the T&S Works in accordance with the Delivery Authority's requirements. Table 4 defines the interdependent elements which make up the CMS.

Table 4 Document type definitions

Category	Objectives
Policy	A statement of strategic intent, commitment and minimum requirements
Procedure	Describes the steps to complete an activity, accountable roles and the tools and knowledge
Work Instruction	Provides detailed instructions on how to conduct a step within a Procedure
Tools	Pre-formatted forms and templates to collect specific data for a particular purpose
Knowledge	Reference material to provide context or guidance to a Policy or Procedure

The CMS has been developed to ensure compliance with the following external certifications:

- AS/NZS ISO 9001:2015 Quality Management
- AS/NZS ISO 14001:2015 Environment Management
- AS/NZS 4801:2001 Occupational Health & Safety
- OHSAS 18001:2007 Occupational Health & Safety
- Office of Federal Safety Commission (OFSC).

Copies of the certificates and additional information on the CMS are provided in R2.5.1 PMP.

3.1 Project Management System

This Plan is part of an overall suite of management plans that will be used to govern delivery of the Project. The CPB CMS forms the foundation of the Project Management System (PMS), which is supplemented with the suite of Management Plans, systems and documentation requested in the Volume 3 PSTR, Annexure D.

3.1.1 Alignment with Other Management Plans

The IRMP is a sub-plan of the CBG Project Management Plan (D&C phase). The [plan] and its sub-plans interface with other specific CBG plans including:

- Human Resource Management Plan
- Competency Management Plan
- Skills Development Plan
- Local Industry Development Plan
- Procurement Management Plan
- Communications and Stakeholder Management Plan

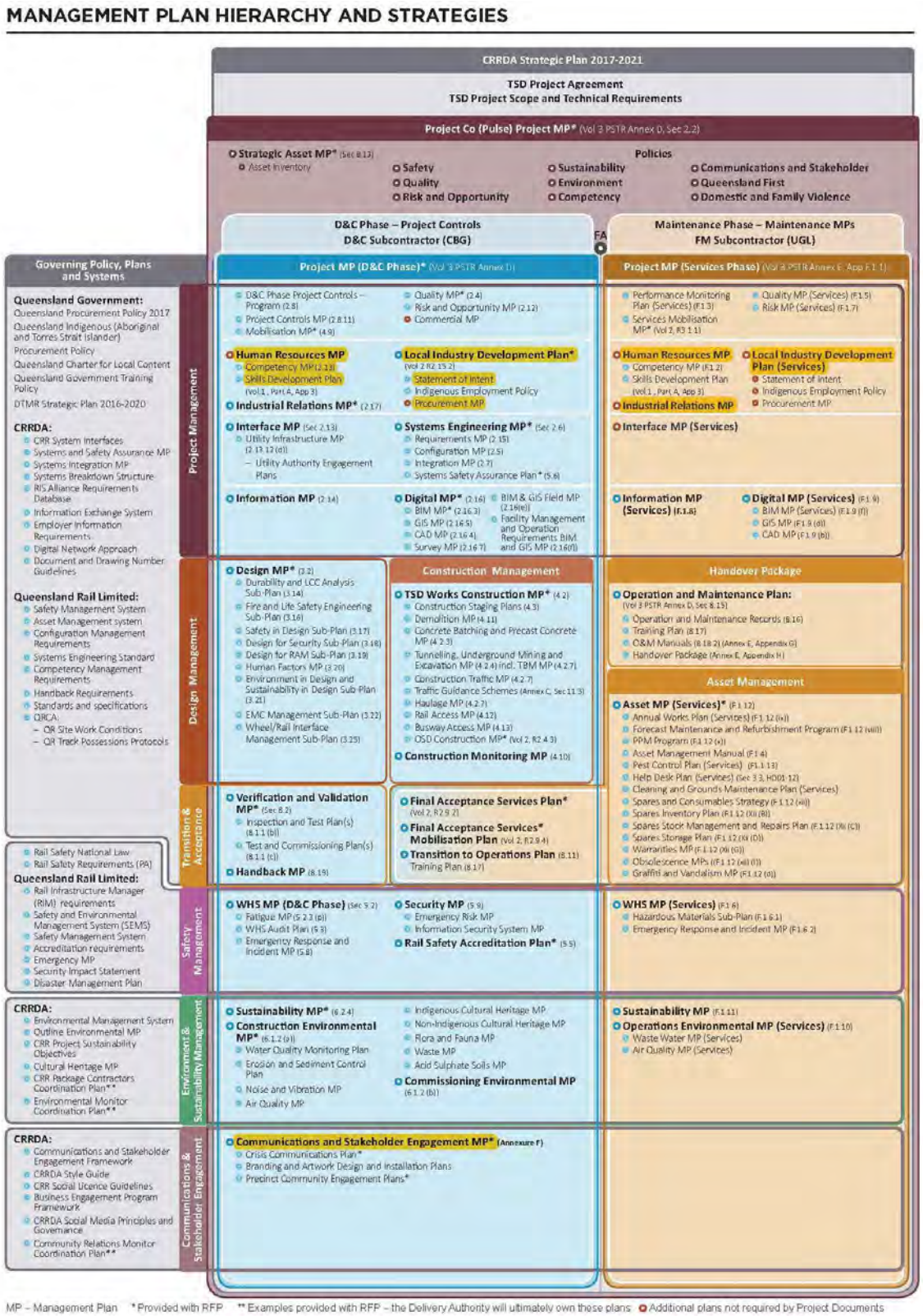

Figure 3 *Project Management Plans Interaction*

4 Managing Industrial Relations

4.1 A Stable Working Environment

CBG recognises that a stable working environment requires:

- Terms and conditions of employment that will attract and retain the right employees
- Timely resolution of grievances/disputes
- Provision of appropriate amenities, tools and equipment
- Safety that is best practice and second to none
- Minimal IR disputes.

In order to achieve the best possible working environment for the TSD Works, CBG will:

- Secure industrial instruments that provide for terms and conditions that are market competitive
- Provide experienced and well equipped managers who are responsive to employee needs
- Provide amenities that are clean, maintained and provide respite in working breaks, and tools and equipment that is in sound working order and well maintained
- Develop safe work methods and practices, and continually undertake risk assessments and embed continual improvement processes
- Maintain productive working relationships with all stakeholders that encourage early resolution of issues.

4.2 Productive and Efficient Work Environment

A productive and efficient work environment provides for:

- Flexible industrial instruments that allow work over nights, weekends and the working of unusual shifts/rosters
- Maximisation of hours to ensure program is kept on schedule
- Good flow and efficiencies between trades and packages without disruptions or setbacks.

To support this environment CBG will:

- Select subcontractors based on their ability to engage with and manage their direct workforce
- Ensure industrial instruments allow flexibility of working hours/patterns
- Provide a good work flow; amenities and management that is approachable and responsive.

4.3 Minimising Disruption to the Existing Transport Network

It is imperative that major subcontractors' and head contractor industrial instruments allow flexibility of work hours and patterns to ensure that weekend and night work is maximised to minimise disruption to the existing

transport network and operations. Our procurement approach will include this requirement as a key selection criteria.

CBG will further minimise disruption to the network by:

- Scheduling works within designated shutdowns, with the bulk of the works occurring during weekends and nights
- Using subcontractors who are known for their work on the existing network and who bring experience and capability in managing program demands.

4.4 Minimising Lost Time

Specialised training will be provided to employees on an as needed basis. However at times of inclement weather/planned shutdowns, CBG will use non-productive time to conduct training to minimise the potential for lost time.

Training will provide following benefits for employees:

- An improved local skills base
- Prevention of personal damage
- Prevention of plant damage
- Training in state-of-the-art construction equipment and techniques
- Improved productivity
- Keeping employees gainfully occupied during periods of inclement weather.

CBG will ensure site staff are equipped and qualified to provide training at short notice and that there are suitable facilities and training aids to provide the training. Typical courses may include:

- Occupational safety and health
- Operation and maintenance of new and existing plant and equipment
- Legislative requirements (e.g. safety and health representative, high risk work competency)
- Operation of registered or classified plant and prescribed work
- Development of safe work methods with employees at the commencement of work activities to enhance employee involvement in work processes
- Emergency response training.

CBG will develop a training schedule detailing the proposed training initiatives. The plan will include:

- Supervisor leadership development, including training for supervisors and leading hands
- A skills training framework for identified labour categories likely to experience skills shortages (GAP analysis based off forecast labour requirements and available labour)
- Contract specific commitments to apprenticeships and apprentice to labour ratio
- Flexible traineeships
- Cross skilling and up skilling programs.

4.5 Ongoing Compliance with Industrial Relations Laws

CBG is committed to complying with all relevant laws and regulations, including all subsequent changes to workplace relations law that occurs from time to time.

CBG will comply with relevant industrial instruments, including ensuring compliance of subcontractors through regular monitoring and audits. CBG will continue to inform itself and relevant employees of any changes to employment and workplace laws.

CBG will adopt CPB Contractors' Management System (CMS) which provides information, business processes, fact sheets and tools to provide managers and supervisors with up-to-date information on all areas of the business including legislation, codes etc. The CMS will support the practical application of laws, regulations and codes. For further information on the CMS, please refer to the Project Management Plan.

CBG will ensure all managers and supervisors receive training to equip them with a working knowledge of all relevant legal and other requirements, including Industrial Relations Legislation, Right of Entry, Workplace Agreement and Subcontractor Management. IR Manager will conduct training prior to or immediately after mobilisation for all personnel.

4.6 On time and Acceptable Cost Completion

CBG is committed to achieving a successful, on time and acceptable cost completion of the TSD Works. We will provide market competitive terms and conditions; responsive management; a safe workplace; tools and equipment and facilities to market standards to strengthen our ability to attract and retain the staff and wages personnel critical to the Project's success. Other factors will include:

- Minimal IR disputation and safety stoppages: we will bring sophisticated Safety and IR practices and sound working relationships with all stakeholders, including employees first and foremost
- Careful selection of key subcontractors: our best practice procurement policies and robust methodologies will ensure rigorous assessment of suppliers ability to manage their employee and industrial disputation
- Experienced management: our leaders bring the experience to understand and foresee issues that may become IR issues, and will proactively manage to eliminate risk.

4.7 Compliance with Best Practice Industrial Relations

4.7.1 Industrial Relations Strategy

CBG's approach to Industrial Relations focuses on maintaining relationships with relevant unions and providing a workplace, and terms and conditions of employment, that attract and retain employees. We understand that good communication between stakeholders – management, employees, client, unions and subcontractors – is imperative to project success, as are leaders who are competent in managing people and their performance.

Effective management of IR issues will be critical to on-time and successful delivery of CRR. CBG members bring the capability to manage issues/disputes promptly at the local level to support timely completion.

CBG will use a combination of direct hire and subcontractors to perform the works. Members have existing industrial instruments that provide flexibility for project works and market competitive terms and conditions

of employment. It is envisaged that an appropriate industrial instrument will be sourced with the relevant union who have majority coverage for the civil and tunnelling works.

The overall Industrial Relations Strategy will address:

- Value for money, relevant remuneration structures, competitiveness, innovation, industrial relation trends and comparable projects
- An industrial instrument for the project that provides flexibility for operational works throughout weekends and nights and provides terms and conditions of employment that will attract and retain employees
- Selection of key subcontractors for critical path who have a solid history of maintaining IR harmony and have the ability to manage IR issues effectively
- Open door policy with all employees with a focus on prompt and effective resolution of issues
- Recognition of a nominated employee delegate for each union (if relevant) on site with regular management/employee delegate communication meetings
- Development and maintenance of positive direct working relationships with employees
- Union involvement, ensuring full compliance with the provisions of the Fair Work (FW) Act to establish an appropriate mechanism to communicate directly with any employee Representative
- Processing and resolution of all grievances and disputes in a professional and timely manner, applying sound industrial relations management principles.

4.7.1.1 Key Project Industrial Relations Issues

CBG envisions that key IR issues for the TSD Works will be as follows:

Potential IR Issues for CRR TSD	Mitigation Strategies
Right of Entry – Union abuse, lost time and productivity	CBG will maintain positive working relationships with unions and establish formal exit and entry points for the project and a process for all visitors to sign in at the site office in strict compliance with the law. All Pulse management/supervision will be trained in the ROE protocol. Pulse will secure access to site as much as practicable, ensuring the location of cribs are strategic in terms of distance to work front and access to site. Preference will be given for smaller cribs more spread out than one large crib to mitigate mass meetings/disruptions.
Disparity of wages - Industrial action / lost time and claims for higher wages and allowances	CBG will use strategic alliance partners and select subcontractors based on their ability to manage their workforce and IR issues. Any existing industrial instruments will need to provide flexibility for the out of normal working hours operations; be in term (if enterprise agreements); and provide for market competitive terms and conditions.
Safety Stoppages - Lost time and productivity	CBG understands that safety issues can quickly become IR disputes. CBG will set and maintain the highest standards through regular communication with employees (inductions; toolbox talks; specific training and so on) and monitoring by effective supervision. Direct engagement with the workforce is critical to ensure that issues are raised directly with the management team for a quick resolution.

Potential IR Issues for CRR TSD	Mitigation Strategies
Drug and alcohol management - Loss of productivity / safety issues	A Drug and Alcohol Policy will be implemented from Day 1 and communicated through inductions. All staff and workforce on sight will be bound by it and management will strictly enforce it.
Inclement weather - Lost time and productivity	CBG will identify appropriate wet-weather training programs and work opportunities are available to appropriate onsite personnel, to maximise use of downtime during inclement weather. We will also ensure site management is aware of and follows inclement-weather protocols.

The Industrial Relations Management Plan (IRMP) required to be provided within 60 Business Days after Financial Close will deliver best practice industrial relations throughout the project via ensuring a consistency of approach to the management of industrial relations matters.

4.7.2 Industrial Instruments for Attraction and Retention

CBG's industrial instruments will provide wages and conditions that will attract and retain a high quality and skilled workforce because the instrument/s will be market competitive compared to other major infrastructure projects. The instrument/s will be negotiated and agreed in accordance with all relevant laws with the major relevant stakeholders and agreed that those are the conditions that will attract and retain, given consideration to the overall costs of the project.

4.7.3 Evidence of Historic and Ongoing Governance to Ensure Compliance

CBG has ensured compliance with all relevant workplace relations laws including the Building Code in the past through:

- Legal compliance – ensuring strict compliance with relevant legislation such as the Fair Work Act 2009, Work Health and Safety Act 2011 and the BCI Act 2016, as well as complying with relevant industrial instruments
- CPB Contractors verify that there have been no convictions; enforceable undertakings or infringement notices issued in the past five (5) years in relation to the Fair Work Act 2009;
- Tendering and procurement – ensuring appropriate compliance measures are included in tendering and procurement processes by reference to the Guidelines and Model Tender and Contract Documentation, as issued by the ABCC from time to time
- Health and safety – ensuring there is a relevant workplace health safety and rehabilitation plan in place for the project
- Industrial relations – ensuring systems and procedures are in place to monitor on-site workplace practices, ensure freedom of association, effective dispute resolution and reporting of industrial action and non-compliant behaviour
- Training and instruction is provided to all relevant personnel in relation to the above items.

CBG will ensure compliance with all relevant workplace relations laws including the Building Code in the future through:

- Continuing legal compliance with relevant legislation and industrial instruments through commercial correspondence and on site behaviour
- Maintaining a thorough understanding of the requirements of relevant laws through ongoing training of senior internal staff, obtaining legal advice where necessary, drawing upon industry knowledge and liaising with Government Agencies
- Monitoring on-site behaviour and practices
- Establish a work site that espouses the values of choice in relation to Freedom of Association and will ensure this through Management/Line Management encouraging employee choice and an absence of any derogatory/inflammatory union propaganda on site – union notice boards will be provided and union paraphernalia will be limited to these notice boards
- Manage right of entry in strict accordance with industrial and workplace health and safety legislation and ensure that officials are escorted at all times while on our sites
- Comply with any applicable dispute settlement requirements of the *Fair Work Act* 2009 (Cth) relating to dispute settlement
- Respond to requests for information concerning relevant workplace laws from relevant government agencies
- Where practicable, initiating voluntary remedial action aimed at rectifying non-compliant behaviour where it is drawn to their attention
- Reporting and rectifying breaches where detected.

4.7.4 Application to Subcontractors

CBG will:

- Continue to obtain statutory declarations from our subcontractors monthly with their progress claims which provides that they have paid their workers in accordance with relevant industrial instruments;
- Ensure that the IRMP is provided to all subcontractors to follow;
- Require compliance from all relevant subcontractors, consultants and suppliers in terms of workplace relations and best practice industrial relations;
- Require that all subcontractors promptly and effectively resolve grievances; and
- Monitor on-site behaviour and practices to ensure consistency of the IRMP and best practice industrial relations.

5 Managing Employment and IR Issues

CBG is committed to maintaining industrial harmony through governance, communication and consistency, and cooperatively working with all stakeholders, as outlined below.

5.1 Governance and Support

The management of industrial relations is a line management responsibility. This means the Project Director will have full authority and responsibility to manage and maintain an effective team to maintain high performance levels. They will hold delegated powers to terminate the contract of employment where appropriate and fair.

The onsite HR and IR project management teams will form part of the Project Governance discipline and will include:

- Human Resources Manager
- Industrial Relations Manager
- HR Advisor
- Training Lead
- Indigenous Employment Lead.

Resources may increase within the HR team prior to peak manning periods to ensure management systems are adequately resourced, and processing and mobilising of people does not create program barriers.

The Industrial Relations Manager will assume the responsibility for communicating directly with the Project Owner with regard to:

- Any proposed or actual industrial relations disputation
- Any attempts to gain right of entry
- And any other matter that the Project Owner requests to be made aware of.

Our onsite team will have the daily support of an experienced Human Resources Manager and the assistance of the People and Capability team, who will provide support in training, personnel and industrial relations matters, if required. Additional support provided by the CRR team may include:

- Providing general advice and guidance on employee and industrial relations matters occurring on site and in general
- Providing advocacy and representation at any industrial tribunals or meetings with unions, as and if required
- Providing information on and interpretation of rates of pay and conditions and site practices
- Developing strategies to support the implementation of the IRMP
- Assisting CBG, as required, in risk identification and risk mitigation strategies

- Assisting CBG to manage any Union Right of Entry requests
- Disciplinary procedures including counselling processes, written warnings to employees, termination and summary dismissal
- Any issue identified as a potential dispute or raised by a union official.

5.2 Front Line Leadership

CBG will provide trained leaders who are empowered with authority to make decisions and manage their staff to ensure resolution of employee issues at the 'work face'.

Front-line supervisors will be an integral part of establishing and maintaining an effective communication with the workforce. All supervisors will encourage open communication with the workforce, complimented by mutual respect and cooperation.

All directly employed labour will be informed at their inductions that their supervisor is the first point of contact in relation to any issue or query.

Supervisors will be given the opportunity to address employee concerns in the first instance to prevent the escalation of matters unnecessarily. To this end, they will be accountable for continuous communication between supervisors and their work crews. CBG will require all supervisors to provide feedback on the nature of the issues being raised by the workforce, in accordance with their chain of command.

5.3 External Independent Industrial Relations Advice

CBG members have memberships with a number of industry and employer associations including:

- Australian Industry Group (AIG)
- Master Builders Association
- Australian Mines and Metals Association (AMMA).

CBG may use the services of relevant external advisors where required to provide:

- Independent expert advice
- Briefings on site practices, industrial relations and employment related legislation
- Assistance with lodging of Industrial Instruments
- Complex advocacy and representation before Fair Work Commission
- Liaison with union officials and employee representatives
- Training and education.

Furthermore, CBG has access to a number of specialist employment relations law firms who they will instruct for complex employment related matters:

- K & L Gates.

External advisers may provide assistance in such areas as:

- Advocacy and representation before industrial tribunals and courts
- Advice and representation relating to union demands or requests, including union right of entry

- Employment law matters
- General industry trends and issues.

5.4 IR Meetings

CBG is committed to attending IR meetings convened by the Delivery Authority and will ensure the IR Manager or delegate attends such meetings. The IR community within the associated CRR projects should work collaboratively and share information on union entries; union agendas; potential conflicts; safety risk areas etc to benefit the project as a whole. In this regard, CBG recommends that a CRR Project IR Working Party is formed for the benefit of all stakeholders. This would involve elected senior representatives from CBG, Queensland Rail, TSD, ETCS meeting monthly to discuss and collaborate on the management and resolution of IR matters that affect or potentially affect more than one project entity.

6 Performance Management

CBG will ensure employees are appropriately performance managed. The probationary period is a critical time when CBG will make a comprehensive assessment of skills, behaviours, attitude and competence. Throughout the employment relationship, the disciplinary process will be instigated wherever an employee demonstrates poor performance levels and/or inappropriate attitude or behaviours that are not consistent with the project principles.

Managers and supervisors receive adequate training and support to ensure they can competently undertake an employee performance evaluation.

The following will be used for evaluating and recording the performance of employees:

- Work performance
- Behaviour
- Competence
- Adherence to safety and site rules.

6.1 Termination of Employment

No employee will be dismissed for misconduct or for a disciplinary reason unless CBG is satisfied due process has been applied.

When any employee resigns, or is terminated or demobilised, the employee's immediate supervisor will ensure that information relating to the employee's skills and performance is provided to the appropriate person.

The Project Director will make the final decision on termination of employment in conjunction with the IR Manager.

Subcontractors will be required to adopt a similar approach to align their systems of employee performance evaluation with CBG's.

6.2 Absenteeism Management

CBG will manage excessive absenteeism through the performance management process which may result in discipline and termination if not corrected. If absences continue to be excessive and unplanned (unrelated to sickness or injury), the Abandonment of Employment clause of the workplace agreement may be invoked. Employees will be obliged to follow the requirements of the workplace agreement in relation to personal leave.

At pre-start meetings, supervisors will conduct a check to determine if there are any absentees for the day. In the event that an employee has failed to arrive at work and not notified their absence (approved or unapproved), the supervisor will follow up by attempting to contact the employee by telephone. The primary reason for such contact will be to ensure the wellbeing of the employee who has failed to report for work.

7 Key Employment Processes

7.1 Mobilisation of Workforce Including Reporting and Statistics

CBG will use CPB Contractors' new end-to-end software Damstra Total Workforce Management System to support workforce onboarding and management.

Damstra supports pre-qualification and management of all site personnel and can be extended to include visitors, employees, plant and equipment. It can be tailored to capture specific site compliance requirements such as:

- Blue collar workers training, licences, verifications and the like
- Subcontractor and employee qualifications, competencies, time and attendance, training, medicals, blood alcohol testing
- Site access, control and permissions
- Emergency evacuation lists
- Site reporting and contractor communication management
- Automated reporting
- Notifications and live alerts on fatigue and upcoming skills and induction expiries
- Induction bookings and calendar management
- Time devices (login/out terminals).

7.2 Effective and Meaningful Communication with Employees

CBG maintains open and transparent relationships with all stakeholders including employees, subcontractors, delegates and union officials.

Communication with the workforce will occur regularly both formally and informally. Senior Management are tied to key performance indicators including safety outcomes and as such requires them to conduct monthly safety interactions which involve being on site for a safety walk and talk. Managers will be required to discuss these issues and any other issues that arise directly with the workforce in an informal forum.

The subcontractor's onsite supervisors are an integral part of establishing and maintaining an effective communication process with the workforce. All supervisors will encourage open communication with the workforce, complimented by mutual respect and cooperation.

At induction all directly employed labour will be informed that their supervisor is the first point of contact in relation to any issue or query they may have.

Communication avenues encouraged within CBG include:

- Good two-way communication with management and supervisors
- Toolbox talks
- Pre start meetings
- Performance meetings
- Open door policy
- Easy access for all employees to Senior Site Management.

7.3 Prompt Resolution of Employee Grievances and Issues

Should an industrial dispute arise, CBG will pursue an appropriate and final resolution of the dispute, in accordance with the provisions of the relevant industrial instrument. CBG will record:

- Details of the dispute
- Recommendation for the resolution of the dispute
- Steps CBG intends to take to resolve the dispute.

CBG will be mindful of the interests of all parties involved on the project and, in particular, the potential impact that any dispute may have on other parts of the project.

7.3.1 Dispute Resolution Procedure

CBG is committed to establishing a workplace where issues can be dealt with before they escalate to a 'dispute or grievance'. However, where a dispute or grievance arises, our approach will include resolution:

- As close to source as possible
- As quickly as possible
- Without the loss of productive time
- In a manner that fits with the IRMP, and is in accordance with the applicable industrial instrument procedures
- In a honest, fair and consistent manner
- Within the law
- Recognising that employees are free to choose to be represented by unions
- To finality.

Applicable dispute resolution procedures are contained within the relevant industrial instruments. CBG will inform all managers of the importance of following the procedure. Training will be provided to those supervisors, superintendents and managers who will fulfil a function under the procedures. The Project Director and IR Manager will be actively involved on any occasion where the dispute resolution procedure is invoked.

7.4 Processes for Implementing and Ensuring Compliance with other Employment Policies

Induction will give people the knowledge and understanding of Project safety, environment and sustainability, security and community issues and the importance that we place on these issues.

The specific Project induction will include but not be limited to the following areas and will meet all identified legislative requirements:

- Project overview
- Code of conduct
- Safety including fitness for work procedures
- Environmental issues (cultural heritage, air, noise, vibration and water awareness)
- Security
- Community relations
- Project training systems
- Building Code 2016, Freedom of Association, Grievances, Coercion, Right of Entry, Industrial Action, Reporting
- Site-specific information to inform employees of a range of topics, including but not limited to site facilities, site rules and conditions, emergency procedures and job-specific information.

CBG will establish a dedicated training room and training facilities to conduct inductions. We will design and implement a comprehensive Site Induction Procedure to ensure that:

- General and Project-specific induction requirements are identified
- Site safety induction is completed
- Project scope specifics and timeframes are presented to promote a full awareness and understanding of the Project
- Detailed overview provided of Project expectations, government standards, KPIs, required safety behaviours and environmental and sustainability, stakeholder/community and quality management
- Licences and Certificates of Competency are reviewed and copies made for Project records.

7.5 Subcontractor Management

CBG's procurement policy will guide the selection of suppliers on a best value and best-for-project basis, including checks on IR capability and compliance, health and safety, environmental and sustainability and quality performance. Supply chain training is encouraged to up-skill businesses and increase awareness of IR, health, safety, environmental and quality best practice.

Day-to-day management of subcontractors will be undertaken by the General Superintendent, Supervisors and Site Engineers. Our leaders are provided with IR training and are selected for their experience in handling IR matters on similar projects. CBG will work closely with subcontractors to ensure any disputes or grievances are handled promptly at the local level to ensure they are not escalated and potentially affect the program.

CBG will hold pre-commencement/tender clarification meetings with each contractor/supplier after award and before starting work as part of our contractor management process. Key project personnel, such as safety, environment, quality and design managers and their teams will be involved in these meetings, as relevant to the package of works. The meeting objective will be to ensure suppliers and contractors comply with project requirements as specified in the contract agreement. The meeting will confirm responsibility and accountability for areas such as:

- Details of the contract, special conditions and terms, and details of negotiations during award
- Technical details, the extent and scope of work, timing and resources
- Project-specific site requirements, such as environmental and sustainability and/or community issues, access to site, work start expectations, site rules, quality requirements and transfer of information between members of site teams
- Pre-commencement deliverables, such as Safe Work Method Statements (SWMSs), safety plans, competency records and programs.

These meetings also provide a valuable forum to confirm how we will manage the ongoing relationship, including performance monitoring.

All subcontractor personnel engaged on the project will be required to attend the project induction.

CBG will determine and monitor code compliance by requiring each subcontractor or supplier to complete a detailed Supplier Prequalification Questionnaire (prior to entering into and before the commencement of any subcontract agreement) to determine:

- A secure and appropriate industrial instrument to cover the work is in place
- Industrial relations performance
- Number of employees and types of classifications
- Any lower-tier subcontractors or independent contractors
- Any foreign labour ensuring right to work
- Appropriate WorkCover and public liability insurances
- Compliance with employee entitlements.

We will select subcontractors based on their ability to perform work packages in such a way as to contribute to project success. This includes considering subcontractors' experiences and outcomes in relation to managing their IR.

One strategy to ensure compliance will be to use subcontractors and secondary subcontractors that have previously worked for CBG members, and that have proven themselves capable of not only being able to supply enough resources to perform timely delivery, but have a committed long-term workforce that understands the people issues that arise on large infrastructure projects, and will allow their employer to act in an industrially responsible and appropriate manner.

CBG will seek to establish the extent to which subcontractors and secondary subcontractors are compliant with their legal and statutory obligations for employment.

Sham independent contracting arrangements will be apparent through site visual checks and invoicing. Sham independent contractors will not be acceptable and will be reported and rectified immediately.

If labour hire is utilised, CBG will ensure that the labour hire company is reputable including has an up to date Queensland labour hire license.

7.6 Right of Entry

CBG strictly complies with workplace relations legislation and the Building Code (2016), and will allow unions right of entry in accordance with the legislative provisions to:

- Investigate suspected contraventions relating to health and safety or industrial relations legislation
- Hold discussions pertaining to health and safety or industrial relations matters.

Any other meetings with employees and unions will be considered industrial action and will be unpaid.

CBG will refuse claims for payments of strike pay due to industrial action in accordance with the relevant provisions of the *Fair Work Act (Cth) (2009).*

All senior personnel are trained in the right of entry provisions of the *Fair Work Act 2009 (Cth)* (FWA) and the correct procedure to follow in the event of a request. CBG will ensure that any right of entry request is in strict accordance with normal site protocols, safety and security regulations and all right of entry provisions in the relevant legislation. The Alliance Manager will ensure that any attempts to gain right of entry are submitted in accordance with the legislative provisions. Access will only be granted once all legal protocols and site rules are followed.

Entry shall be subject to union officials wearing all prescribed protective equipment and clothing complying with all other site requirements. The IR Manager or delegate will be the primary point of contact for union officials and IR issues. No person shall hinder or impede a union official properly exercising a right to enter.

While union officials conduct their business and exercise their rights in a manner that respects workers' freedom of association, CBG will ensure union officials' entry to site is facilitated via:

- Good two-way communication with management and supervisors
- Ease of access to members and potential members
- Regular communication with their delegates
- Provision of notice boards or other forms of communication
- Access to senior site management
- Employee representatives (elected by the workforce and accredited by the relevant industrial organisation, managed strictly in accordance with those provisions relating to employee representatives arising from the relevant industrial instrument and the FW Act)
- Meetings scheduled in accordance with the legislation and managed to minimise disruption to work on site.

The IR Manager will be responsible for dealing with industrial organisations and their representatives during site visits. Processes for managing site visits or any issue resolution will involve:

- Notifying the Project Owner and Alliance partners and subcontractors of the impending visit

- Escorting the union official throughout the site visit
- Ensuring the union official does not act contrary to or exceed their statutory right of entry entitlement.

7.6.1 Union Delegates

Where appropriate, CBG will recognise one union delegate per union who is a party to relevant agreements on site to represent workers on site. The delegate will be formally voted by employees in accordance with open and transparent procedures and the Union will need to notify CBG of the nomination in writing before formal recognition will occur.

Unelected employee delegates will, like all employees, be entitled to raise grievances/disputes in accordance with the Dispute Resolution Procedure of the industrial instrument.

7.6.2 Delegates/Employee Representative Meetings

CBG acknowledges the value of having monthly employee representative meetings with site elected recognised delegates or employees selected to represent employees. These meetings would provide an opportunity to discuss issues affecting the workforce including equipment, safety, cribbing, hours of work, supervision etc. to ensure that all potential grievances are resolved quickly and at the local level. This will ensure employees can anonymously bring issues to their representative, while management is kept informed of workforce issues and has the knowledge to act quickly to resolve.

7.7 Management of Industrial Action

Industrial action is any action taken by an employee to withdraw their labour that is not directly related to a serious safety matter that may cause a serious and imminent risk to their health and safety, or the health and safety of other workers. Any safety issue that arises where workers can continue to work safely or at another project location does not constitute a serious and imminent risk.

Protected/lawful industrial action is action taken that is specifically related to bargaining for an enterprise agreement and taken in conjunction with the prescribed steps to do so, including the provision of three days' notice to the employer. The employer is still required to withhold payment in this instance.

However, action is not protected industrial action if the action is protected industrial action (within the meaning of the FW Act) for a proposed enterprise agreement but:

- The action is engaged in concert with one or more persons who are not protected persons; or
- The organisers include one or more persons who are not protected persons.

Any action taken that is not protected or constituting a serious and imminent risk is unprotected/ unlawful industrial action.

7.7.1 Recording and Reporting of Industrial Action

A register will be used to capture industrial action (including threatened or actual and protected or unprotected). Industrial action will be recorded in terms of days lost per project. Records will detail who is involved, the issues underlying the action, any unions involved, and the proposed nature and duration of the action.

All site management, particularly supervisors of direct and subcontract labour will be trained in the process of escalating the details of the union activity to ensure the details of the circumstances surrounding the action is in a format that is satisfactory to potentially be included in affidavits and witness statements, if required.

Industrial action will be reported to the Delivery Authority and the Australian Building and Construction Commission (ABCC) as soon as practicable, but at least within 24 hours.

7.7.2 Potential Industrial Activity Involving Workers Onsite

CBG will clarify employee's requirements to attend work. Failure to present for work without prior approval (e.g. annual leave) or without notification or complying with the requirements of personal leave, will result in the absence being unauthorised and unpaid. If the action is onsite, it will be more easily identifiable to categorise as industrial action. If the action is offsite and a majority of workers call in sick, an investigation will be undertaken to ascertain if employees met the requirements to take personal leave or did not. Any requests to attend a rally will be declined unless accompanied by a request to take an annual leave day.

7.7.3 Legal Responses

Our contracts with subcontractors will require them to alert CBG of any IR issues and grievances. All IR issues will be directed to the General Superintendent in the first instance. The Project Director will be advised and the IR Manager will assist to rectify the dispute or grievance, where required.

CBG will take all requisite steps to stop any unlawful industrial action and ensure any damages or penalties are appropriately pursued. We will achieve this through prompt resolution of issues to avoid protracted industrial action. The Alliance Manager will engage directly with the subcontractor to discuss how they are promptly managing any issues.

Where this fails, CBG and the relevant subcontractor will pursue the matter through the Fair Work Commission or court system. Depending on the specific situation, the primary focus of such action will be to prevent any action from continuing, with the focus of resolving the dispute and returning to work as soon as possible.

Should legal action take place, the IR Manager will assist the Project Director with legal proceedings and identification of losses and costs associated with unlawful industrial action. An external workplace relations law firm will be engaged to represent CBG in complex matters.

CBG will also use the services of AMMA, AIG and Master Builders as required.

7.7.4 Identification of Losses and Costs Associated with Unlawful Industrial Action

In order to claim interlocutory relief from unlawful action, the Project Governance Manager will identify the costs arising from industrial action. They will collect and collate this information with assistance from the IR Manager and site team.

7.8 Reporting

CBG will submit reports to the Delivery Authority as required and in the format desired. Details of the types of matters regularly reported include:

- Labour forecast and mobilisation/demobilisation look ahead, as detailed in labour forecasting
- Labour force and absence reports
- Grievances and disputes
- Working time lost
- Labour turnover
- Labour performance
- Expatriate and international personnel by classification
- Indigenous employment and training
- Training report detailing courses completed, participants attending, qualifications obtained, hours expended.

7.9 Monitoring and Auditing

CBG will ensure compliance by regular monitoring and auditing of the site including crib facilities by Site Managers for any breaches of Freedom of Association and management keeping an ear to the ground. This will be specifically in relation to harassment or grievances, but in particular freedom of association. CBG will conduct regular and ad hoc reviews and audits of this plan to maximise the benefits that can be achieved through the continual-improvement process and can be used to identify opportunities.

7.10 Cooperation and Interfacing Issues

See 5.4 IR Meetings

8 Best Practice Industrial Relations

8.1 Administration

The following outlines a brief summary of the key roles and their responsibilities in terms of responsibility for monitoring and delivering labour productivity, subcontractor management, grievance management and code compliance:

Table 5 Roles and Responsibilities

Role	Responsibility
Project Manager (PM)	Will have ultimate authority and accountability for managing and maintaining an effective, high performing team. The Project Manager will hold delegated powers to terminate the contract of employment where appropriate and fair. The Project Manager will communicate directly with the Client to advise of any proposed or actual industrial relations disputation, attempts to gain right of entry or changes to the WRMP. The Project Manager is ultimately responsible for ensuring compliance with the Code.
Commercial Manager (Report to PM)	Responsible for reviewing and assessing subcontractors pre-award for code compliance (worker's compensation, industrial arrangement covers scope of work and classifications etc). The Commercial Manager will ensure that all subcontractors comply with the IR requirements for procurement, contract administration and the Code.
WHS Manager (Report to PM)	Responsible for ensuring compliance with WHS legislation including obligations under the Code in relation to fitness for work; responsible for facilitating all worker inductions; liaising with WHSQ on any matters.
Site Managers (SM) (Report to PM) (referred to as Site Managers and Construction Managers on this Project)	Will maintain the authority to make decisions to ensure effective resolution of employee issues at the 'work face'. They will encourage open communication with the workforce to ensure early identification and resolution of potential issues as they arise, to prevent the escalation of matters unnecessarily. If an issue cannot be resolved, they will be accountable for timely escalation to the Project Manager. The Site Manager will primarily be responsible for the management of labour productivity and subcontractor activities onsite including management of subcontractors.
Supervisors (Report to SM)	Are the first point of contact for work crews in relation to any issue or query they may have. Supervisors will be given the opportunity to address employee concerns in the first instance. Continuous communication between Site Manager, Foremen and work crews will be critical. This role will also be primarily responsible for labour productivity and the management of subcontractors.
Industrial Relations Manager (Support to PM)	Will provide advice and support to the Project Manager and management team; undertake compliance audits of subcontractors and notify the ABCC of any breach or suspected breach.

8.2 Conditions of Employment

Conditions of employment are established within the legislative parameters by each respective employing entity (including subcontractors). It is proposed that CBG will establish a greenfield enterprise agreement with the relevant union for this scope of works. Rates of pay and conditions of employment will be paid via

electronic bank transfer to employees on a weekly or fortnightly basis. All employees will be registered for portable long service leave. Superannuation and other relevant entitlements will also be paid in accordance with the employing entities relevant industrial instrument. The Australian Building and Construction Commission and Fair Work Ombudsman are the authorities to monitor compliance. CBG will investigate any known or potential breaches and work with the subcontractor to ensure that these are cleared up promptly.

8.3 Recruitment of Direct Labour

CBG is committed to maximising local involvement and will source its direct labour and lower tier subcontractors locally wherever possible. Directly employed labour will be sourced from among existing subcontractor employees and from external sources. External recruitment of labour will occur through a recruitment campaign.

There will be a particular focus on recruiting local labour through advertising in local media and working with job service providers, employment agencies and group training companies.

We anticipate our labour requirements are likely to be met through full Australian content and that importing labour will not be necessary.

CBG will comply with all relevant laws, including workplace and anti-discrimination laws when recruiting and selecting directly employed labour.

In selecting directly employed labour, CBG will adopt best practice employment and recruitment procedures and will ensure that directly employed labour is skilled and experienced in the trade or classification for which they are to be employed.

The HR team will, where possible, will firstly draw upon its knowledge of resource availability through the organisation to determine a strategy for sourcing the best possible project candidates. Internal talent pools will be the first sourcing point to ensure best possible use of existing resources.

The HR team will:

- Conduct an initial interview with suitable applicants
- Conduct background checks for potential candidates
- Arrange pre-placement health assessments (including drug and alcohol test) for potential candidates.

Applicants will be assessed against core selection criteria, including:

- Competencies
- Job challenges/experience
- Employment history
- Industry knowledge
- Personal attributes.

Where required, the project recruitment team will arrange for verification of competency (VOC) assessments.

CBG will undertake face to face interviews either in person or via video conferencing with all new applicants for employment. During the interview the applicant will be informed of the following requirements:

- Fitness for work medicals

- Drug and alcohol testing
- Site requirements.

8.3.1 Fitness for Work Medicals

CBG is committed to providing a safe, healthy and productive work environment. At the time of appointment staff will be advised that by accepting employment they are consenting to undergo fitness for work testing such as medical and alcohol and drug testing, including random alcohol and drug screens. Staff will be required to acknowledge that they will disclose details of any pre-existing medical conditions or injuries which may be aggravated by the duties encompassed in their position. Prior to mobilisation, subcontractors will be required to consent to participate in fitness for work initiatives.

Fitness for work will be managed as a safety and health issue. CBG is conscious of the potential for this issue to become an employee and industrial relations matter if not managed effectively. Our management process will involve:

- Strict adherence to the fitness for work requirements, as part of the conditions of staff employment
- Pre-employment medical examinations that include relevant testing procedures.

8.3.2 Project Induction

Prior to commencement, all workers will be required to participate in the CBG Induction program. Attendance at inductions will be recorded. This program includes site familiarisation and training in the use of any plant and equipment, and an explanation of CBG's policies and procedures, and employee rules and responsibilities.

8.3.3 Verification of Competency

CBG will ensure that all employees complete VOC testing for all skills, tickets and qualifications the employee is required to use while engaged on site. VOC testing will be completed and recorded prior to the employee commencing work, in accordance with the Competency Management Plan.

8.4 Performance Metrics

CBG will use the performance metrics outlined below to measure and report labour productivity and performance. The Project Manager (or delegate) will review and report on these metrics monthly.

Table 6 [Insert Table Caption]

Objectives	Targets	Measure
Ensure harmonious IR so that the Contract requirements of quality, timeliness and cost are met or exceeded	Labour costs within budget Project goal of 'zero harm'	Labour costs within budget Zero incidents and injuries
Attract a competent and loyal Subcontractor group/workforce	Subcontractors meet set KPIs	Subcontractors meet set KPIs
Ensure no industrial disruption/ delay/interference whatsoever	Zero industrial action	Zero IR occurrences
Establish motivating and satisfying roles with development opportunities	Succession Plan in place Minimal employee turnover	Promotion of internal employees Annual employee turnover <10%

Objectives	Targets	Measure
Achieve a flexible, multi-skilled team approach to operations Attract and retain a core workforce of competent and engaged employees	Employees with experience in more than one role	Dual role experience for multiple employees

Included in the monthly reporting will be: onsite labour breakdowns; lost time and continuity of operations; delays and disruptions due to any industrial matters including grievances; union right of entry issues; health and safety matters; and lost time for any reason.

The Site Manager will oversee the collation of performance information and that any unsatisfactory performance is managed appropriately. Any findings will be acted upon in a timely and effective manner.

Any site stoppages will be managed in accordance with relevant legislation such as the Fair Work Act 2009 and the Building Code. Generally, employees will be directed back to work or to work in a “safe area”. The relevant authorities will be notified immediately in the event of industrial action. Decisions will be made whether to seek orders to stop industrial action on a case by case basis depending on likelihood of a stoppage continuing.

Attachment 1: Example Industrial Relations Risk Matrix

Table 7 Example Industrial Relations Matrix

Title	Risk Event	Consequence	Control Treatments	Consequence Level			Likeli-hood Level	Risk Rating
	Threat and/or Opportunity Description	Impact of Threat/ Opportunity on Project	Name/ Description	Financial Forecast	Program	Consequence Level		
Union demarcation	Union demarcation issues by negotiating only with AWU if strategy	Industrial action response from CFMEU Possible ETU/AMWU noise	Right of Entry procedures Strong relationships between superintendents and workers Use of subcontractors with in term agreements for key packages of work	4 – Major	4 – Major	4 – Major	Likely	High
EA	Higher rates and allowances sought by AWU than recent major projects	Agreement not in place for commencement Inability to attract skilled labour as uncertainty about rates and conditions	Can seek assistance from Fair Work Commission (FWC) after 6 months Use alternative workforce until agreement is reached If negotiations start at preferred status, the six month bargaining period will allow FWC to determine agreement prior to any work starting	4 – Major	4 – Major	4 – Major	Likely	High
Retention of labour	Retention of labour on project	Lost productivity due to retraining requirements	Attractive rates and conditions Project culture to be embedded through activities outlined in the Alliance High Performance Plan	3 – Moderate	1 – Insignific ant	3 – Moderate	Likely	Moderate
Fitness for duty	Fitness for duty breaches	Lost time and WHS issues	FFD standards to be embedded in EA with full flexibility for testing as per project requirements Zero tolerance discipline policy	3 – Moderate	2 – Minor	3 – Moderate	Possible	Moderate

Title	Risk Event	Consequence	Control Treatments	Consequence Level			Likeli-hood Level	Risk Rating
	Threat and/or Opportunity Description	Impact of Threat/ Opportunity on Project	Name/ Description	Financial Forecast	Program	Consequence Level		
Union behaviour	National/State based industrial action affecting works	Delay to program Legal costs	Establishment of a code compliant Agreement	2 – Minor	3 – Moderate	3 – Moderate	Likely	Low
Industrial action as a result of safety breaches/ safety concerns	Industrial action results in delays due to stoppages or productivity issues e.g. safety issues	Industrial action Delays to project works Loss of productivities	Induction process Engagement of safety conscious employees CPB Safety Management Systems	2 – Minor	3 – Moderate	3 – Moderate	Likely	Moderate
Industrial action	Industrial action on the site has the ability to impact on schedule, project cost and contractor reputation	Loss of productivity Lost time on project due to project industrial action	Review number, quality, location etc. of site amenities Manage union interaction Project site security to be adequate and maintained (alternate access) Establish separate Work Group Agreements with clearly defined classifications Establish clear processes for managing IR from start of project IR strategy to be put in place for the project	4 – Major	4 – Major	4 – Major	Likely	Moderate
Staff – increased number of staff engaged from interstate	Unable to obtain appropriate staff with appropriate skills in Brisbane due to other projects	Additional flight and R&R costs incurred to attract interstate staff Potential to have to pay higher rates or LAFHA	Subcontract works Delay allowed for in SRA	3 – Moderate	3 – Moderate	3 – Moderate	Possible	Moderate

Title	Risk Event	Consequence	Control Treatments	Consequence Level			Likeli-hood Level	Risk Rating
	Threat and/or Opportunity Description	Impact of Threat/ Opportunity on Project	Name/ Description	Financial Forecast	Program	Consequence Level		
Staff – staff TFRs change from tendered rates	Changes in employment conditions than those tendered e.g. increased TFRs, working rosters, local/non-local/ allowances etc.	Higher TFRs used for engagement of key personnel	Current remuneration indications signal 4-5% annual increases with continued upward movement in major construction projects	3 – Moderate	1 – Insignific ant	3 – Moderate	Possible	Moderate
Labour – base labour wage rates/site allowance increase (parity between subcontractor s)	Wage increases exceed estimated allowance	Additional labour cost	Wage increases are relatively stable. Escalation allowed in estimate in line with proposed Industrial Agreement Labour rates based on current market rates	4 – Major	1 – Insignific ant	4 – Major	Possible	Moderate
Labour – increased labour cost rates than tendered	Increase in the labour gang rate and overall project labour cost. Assumptions about labour classification s vary due to bracket creep (i.e. CW2 workers getting paid CW3 rates)	Increased labour costs	Assessment of labour rates is based on recent and current projects Well defined classifications with separate Agreements for distinguished work groups	3 – Moderate	1 – Insignific ant	3 – Moderate	Possible	Moderate
Labour – overtime and extended hours	Additional night shift works required	Increased labour costs	Schedule based on conservative approach to overtime hours worked to allow sufficient contingency for additional hours to be worked	2 – Minor	1 – Insignific ant	2 – Minor	Likely	Low

Title	Risk Event	Consequence	Control Treatments	Consequence Level			Likeli-hood Level	Risk Rating
	Threat and/or Opportunity Description	Impact of Threat/ Opportunity on Project	Name/ Description	Financial Forecast	Program	Consequence Level		
Labour – increased requirement for overtime hours worked to maintain schedule/reduce dayworks congestion	Increase in the number of overtime hours worked (additional nightshift/ additional days worked)	Increased labour costs	'Schedule based on conservative approach to overtime hours worked to allow sufficient contingency for additional hours to be worked Focus on productive works during daylight hours, focus on key activities only for nightshift works	2 – Minor	1 – Insignificant	2 – Minor	Almost Certain	Moderate
Labour – ability to attract peak workforce	Potential issues in attracting the peak workforce numbers required to execute the works with the right skill sets	Increased recruitment and employment costs	Provision of market attractive rates and conditions; iconic project not FIFO, DIDO	3 – Moderate	1 – Insignificant	3 – Moderate	Possible	Moderate
Labour – unable to attract the skillsets required locally	Unable to obtain workforce with appropriate skills in Brisbane due to other projects	Program delay – underperformance of subcontractors used to perform the works Additional flight and R&R costs incurred to attract interstate staff	Subcontract works Delay allowed for	3 – Moderate	1 – Insignificant	3 – Moderate	Possible	Moderate
Labour – LAFHA allowances	May need to pay LAFHA to some of workforce e.g. leading hands etc	Application of R&R costs including LAFHA allowances	Source local	2 – Minor	1 – Insignificant	2 – Minor	Almost Certain	Moderate

Title	Risk Event	Consequence	Control Treatments	Consequence Level			Likeli-hood Level	Risk Rating
	Threat and/or Opportunity Description	Impact of Threat/ Opportunity on Project	Name/ Description	Financial Forecast	Program	Consequence Level		
Parity between subcontractors	Differences in wage rates between subcontractors working in close proximity to each other on similar works in similar conditions	Industrial action Unable to attract the labour skillset Increased labour costs	Segregation of working groups wherever possible Review expected pay rates as part of the procurement process	2 – Minor	1 – Insignificant	2 – Minor	Possible	Low
Duration of project to cause expiring agreements	Multiple subcontractors may have expiring agreements during the project	May cause instability for subcontractors and potential lost time, may have financial impact for subcontractors not allowed for in tenders	Reviews prior to procurement to ensure IR risks are realised and contingencies put in place –	4 – Major	1 – Insignificant	4 – Major	Almost Certain	High
Drug & alcohol management	Drug & alcohol management	Poorly managed drug & alcohol testing and consequences of non-negative results	Loss of productivity/safety issues	1 – Insignificant	4 – Major	4 – Major	Possible	Moderate

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

CPB Contractors Pty Ltd
(AG2019/3422)

CPB CONTRACTORS PTY LTD CROSS RIVER RAIL - CIVIL AND SURFACE WORKS GREENFIELDS AGREEMENT 2019-2023

Building, metal and civil construction industries

COMMISSIONER JOHNS SYDNEY, 16 OCTOBER 2019

Application for approval of the CPB Contractors Pty Ltd Cross River Rail - Civil and Surface Works Greenfields Agreement 2019-2023.

[1] On 12 September 2019, an application was made for approval of an enterprise agreement known as the *CPB Contractors Pty Ltd Cross River Rail – Civil and Surface Works Greenfields Agreement 2019-2023 (***Civil and Surface Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**FW Act**). It has been made by CPB Contractors Pty Ltd (**CPB**). The Agreement is a greenfields agreement.

[2] The Civil and Surface Agreement relates to work to be performed by CPB in relation to the Cross River Rail Project in South-East Queensland (**Project**). The Project is "Queensland's highest priority infrastructure project."[1] The Project is estimated to cost around $5.4 billion and generate 7,700 jobs during construction.

[3] Employment on the Project by CPB is awaiting approval of the Civil and Surface Agreement.

[4] Given the importance of the Project, the Commission, as presently constituted:

a) expedited the approval process of the Civil and Surface Agreement, and
b) issues this decision in advance of reasons for decision, which will follow in due course.

[5] Approval of the Civil and Surface Agreement is opposed by the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, known as the Australian Manufacturing Workers' Union (**AMWU**), the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**) and

[1] Queensland Government Media release, 20 February 2018.

the Construction, Forestry, Maritime, Mining and Energy Union (**CFMMEU**) (together the **Intervening Unions**).

[6] Having considered:

a) the material contained in the application and accompanying statutory declarations filed by a representative of each of CPB and The Australian Workers' Union (**AWU**),
b) the material filed in the matter in compliance with the Directions I issued on 30 September 2019, including, without limitation, the materials filed by the Intervening Unions, and
c) the evidence received today,

I am satisfied that each of the requirements of ss.186 and 187 of the FW Act, as are relevant to this application for approval have been met, including, without limitation, that it is in the public interest to approve the Civil and Surface Agreement.

[7] An undertaking has been given and this undertaking has become a term of the Civil and Surface Agreement in accordance with s.191(2) of the FW Act. It is appended at **Annexure A**.

[8] Based on the statutory declaration provided by AWU and the materials filed by it in these proceedings, I am satisfied that the AWU, the employee organisation to be covered by the Civil and Surface Agreement, is entitled to represent the industrial interests of a majority of employees who will be covered by the Civil and Surface Agreement in relation to work that is to be performed under it.

[9] The Civil and Surface Agreement is approved and, in accordance with s.54 of the FW Act, will operate from 23 October 2019. The nominal expiry date of the Civil and Surface Agreement is 15 October 2023.

COMMISSIONER

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Annexure A

Ref: 3470-5748-3277, v. 1

IN THE FAIR WORK COMMISSION	*Fair Work Act 2009* (Cth) ("**FW Act**")
Matter number:	AG2019/3422
Employer:	CPB Contractors Pty Ltd (**Employer**)
Application:	Section 185 – Application for approval of a single enterprise agreement, namely the *CPB Contractors Pty Ltd – Cross River Rail Civil and Surface Works Enterprise Agreement 2019-2023* (**Agreement**)
Authorised representative:	Vince Sanfilippo General Manager, QLD & PNG

Undertaking - Section 190

For and on behalf of the Employer I, Vince Sanfilippo:

1. declare that I have:
   a. authority to give this undertaking on behalf of the Employer,
   b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
   a. At the beginning of clause 2.6 of the Agreement the following is to be included:
      "Where this Agreement includes terms that have the same effect as terms of the National Employment Standards (NES), or terms that are ancillary or supplementary to the NES, the Agreement terms operate subject to the same qualifications, limitations and exclusions as the relevant NES entitlement unless otherwise specified."
   b. At the beginning of clause 7.1 of the Agreement the following is to be included:
      "This clause of the Agreement will be read and be interpreted in conjunction with the definition of "shiftworker" in clause 38 of the Award

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Brisbane
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A MEMBER OF THE CIMIC GROUP CIMIC

for the purposes of the National Employment Standards (NES). If there is any inconsistency between this clause and the NES, the more beneficial provision to an employee prevails."

Date signed:	24 September 2019
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Vince Sanfilippo
Signature:	[redacted]
Witness name:	Brad Collins
Witness signature:	[redacted]

CPB Contractors Pty Ltd ABN 98 000 893 667

CPB CONTRACTORS PTY LTD - CROSS RIVER RAIL CIVIL AND SURFACE WORKS GREENFIELDS AGREEMENT 2019 – 2023

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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PART 1 DEFINITIONS

In this Agreement the following definitions will apply:

"ACIRT" means the Australian Construction Industry Redundancy Trust.

"Afternoon Shift" means a shift starting at or after 12.00pm and before 8.00pm, unless agreed by the parties, on any days of the week.

"Agreement" means CPB Contractors Pty Ltd – Cross River Rail –Civil and Surface Works Greenfields Agreement 2019 – 2023.

"Award" means the Building and Construction General On-Site Award 2010 (MA000020)

"All Purpose Rate" means the rate provided at Appendices A and B of this Agreement, plus any applicable all-purpose allowance as prescribed within this Agreement for ordinary hours.

"Authorised Paid Leave" shall mean where leave is authorised and paid for by the Employer.

"AWU or Union" means The Australian Workers' Union.

"Base Rate" means the Employees base hourly rate of pay as set out at Appendices A and/or B of this Agreement.

"Building Code 2016" means the *Code for The Tendering and Performance of Building Work 2016,* enacted in accordance with the *Building and Construction industry (Improving Productivity) Act 2016.*

"Broken Shift" means as prescribed at clause 6.3.6.

"Certificate" means any certificate provided by a recognised Registered Training Organisation provider that outlines competencies obtained.

"**Civil and Surface Works**" means the works described in clause 2.3.

"Client" means an organisation to whom CPB Contractors is contracted to provide services.

"Consultative Committee" means the committee established in accordance with this Agreement.

"Continuous Shift Worker" means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each day, and works at least six (6) consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

"Day Shift" means a shift starting on or after 6.00am and before 12.00pm on any days of the week, as agreed by the parties. A Day Shift may commence prior to 6.00am for reasons including, but not limited to, an earlier commencement of shift during daylight saving.

"Day Worker" means an employee engaged to commence work at or after 6.00am and before 10.00am, Monday to Friday. A Day Worker may commence work prior 6.00am for reasons including, but not limited to, an earlier commencement of work during daylight savings. For the avoidance of doubt, a Day Worker is not a Shift Worker.

"Employee" means a person employed by the Employer who performs work covered by the scope of this Agreement and is engaged in one of the Classifications at Appendix A.

"Employer" means CPB Contractors Pty Ltd (ABN 98 000 893 667).

"FW Act" means the *Fair Work Act 2009* (Cth), as amended from time to time.

"FWC" means Fair Work Commission.

"Health and Safety Committee" means a committee established in accordance with the WH&S Act, or otherwise applicable OHS/WHS legislation.

"National Employment Standards" (NES) are minimum standards applying to employment conditions.

"Night Shift" means a shift starting at or after 8.00pm and before 6.00am, unless agreed between the parties, on any days of the week.

"**Ordinary Hours**" means the ordinary hours that the Employee is required to work, being 8 hours per day, Monday to Friday inclusive, and which will average 36 hours per week worked over a 4-week cycle. However, ordinary daily hours and/or shifts may be worked outside the span of hours contained herein (see clause 6.1b))

"**Ordinary Time Earnings**" is the amount of money an employee is paid for ordinary hours of work

"Party" and "Parties" means as prescribed at clause 2.2 as the context may require.

"Project" means the new project to construct a 10.2 kilometre rail line from Dutton Park to Bowen Hills in Queensland, which includes 5.9 kilometres of twin tunnels under the Brisbane River and the Brisbane CBD, and associated works, known as the Cross River Rail Project.

"Shift Worker" means an Employee engaged to work continuously for five or more shifts on either Day Shift, Night Shift or Afternoon Shift.

"WHS Act" means the *Work Health and Safety Act 2011* (QLD), *The Work Health and Safety Regulation 2011* (QLD), Rail Safety National Law (Queensland) Act 2017) or otherwise applicable WHS legislation.

"WHS" means Work, Health and Safety.

PART 2 APPLICATION OF AGREEMENT

2.1 Title

This Agreement will be known as the CPB Contractors Pty Ltd Cross River Rail – Civil and Surface Works Greenfields Agreement 2019-2023 Agreement **("the Agreement").**

2.2 Parties Bound

In accordance with Section 182(3) of the Fair Work Act, the Agreement covers each of the following parties:

a) CPB Contractors Pty Ltd, ABN: 98 000 893 667 ("the **Employer**"); and

b) The Australian Workers' Union ("the **Union**"); and

c) All persons who are Employees as defined by this Agreement.

2.3 Scope & Application

This Agreement shall apply to Civil and Surface Works performed by the Employees of the Employer on the Cross River Rail Project in the State of Queensland who are engaged in the classifications set out in Appendix A.

'Civil and Surface Works' means:

a) Surface civil and structural works;

b) Stations and insitu structures and

c) Permanent structures within stations, cross passages and tunnels.

This Agreement will NOT apply to the following:

a) All works covered by the CPB Contractors Pty Ltd - Cross River Rail - Tunnel and Shaft Greenfields Agreement 2019-2023;

b) All work conducted on the Project relating to utilities;

c) Supervisory or managerial personnel, engineers, technicians and surveyors;

d) Tunnelling work involving road headers, tunnel boring machines or other excavation means;

e) Shaft and station box excavation and temporary support works;

f) Temporary and permanent lining in tunnels, cross passages, adits and caverns;

g) Tunnel and Cavern inverts;

h) Security personnel;

i) Traffic controllers;

j) Deliveries and removal of goods, material and equipment to and from the Project;

k) Work on off-site infrastructure whether associated with the Project or not;

l) The offsite manufacturing or fabrication of goods, materials and equipment;

m) Queensland Rail employees and associates;

n) Offsite manufacturing or fabrications of material or supplies, including but not limited to all work performed at manufacturing facilities such as pre-cast concrete segments, structural steel, reinforcement cages, batch plants, other precast products and reinforcement fabrications;

o) Site office/amenities/crib maintenance & servicing personnel (e.g. cleaning, waste removal, repairs);

p) Persons undertaking the installation of temporary buildings and related services; and

q) Warranty defects liability, repairs and/or maintenance work performed by or on behalf of the manufactures and/or distributors of goods, material or equipment provided to the Project.

2.4 Date and Period of Operation

This Agreement commences seven days after approval by the Fair Work Commission and will nominally expire four years after its approval date.

2.5 Objectives of Agreement

The provisions of this Agreement establish the relevant and necessary arrangements that are required for the successful and safe completion of the Project on time and within budget forecasts.

The fundamental objective of this Agreement is to create a framework consistent with the intent of the parties to each of the following goals:

a) Establishing effective consultative and communication processes – The parties are committed to maintaining a high standard of communication and consultation;

b) Positive Workplace Culture – The parties recognise the importance of a positive workplace culture to achieving Project objectives. In particular the parties are committed to a culture of co-operation, communication, mutual respect and shared goals;

c) Employee Development Legacy – The parties recognise the value of structured learning and development to Project and industry success and to the job opportunities of all Employees and will accordingly co-ordinate, deliver and participate in such development. This will also be in support of the Employer's Skills & Employment priorities including:

   i. Maximising equitable employment, training and career development opportunities for all our communities – benefiting local people and valuing diversity in our workforce;

   ii. Building skills today for the workforce of tomorrow – inspiring and providing opportunities for young people to pursue and develop careers in construction and engineering, capturing future talent and ensuring a sustainable workforce for the future;

   iii. Developing our skills base – growing our capability and industry competitiveness through developing our workforce, delivering an enduring Queensland skills legacy.

d) To avoid industrial action by following at all times the agreed disputes resolution procedure, so as to maintain a dispute-free work site culture;

e) To encourage affirmative participation, the Employer will, where possible, strive to increase its employment of Indigenous and/or Torres Strait Islanders, Women and Apprentices; and

f) Legal & other Government and Client Requirements – The parties recognise the importance of adhering to all local, state and federal statutory requirements including, but not limited to:

i. the Fair Work Act,

ii. the Building Code 2016, or if it is replaced;

iii. any successor Code, and legislative, Government and Client obligations as amended from time to time.

2.6 Relationship to Other Awards and Agreements

a) The relevant Award for purposes of applying the better off overall test to this Agreement is the Building and Construction General On-Site Award 2010.

b) This Agreement will be read in conjunction with the NES.

c) Where the Agreement gives an Employee an entitlement that is the same as an entitlement under the NES:

i. Those terms operate in parallel with the Employee's NES Entitlement, but not so as to give the Employee a double benefit; and

ii. The provisions of the NES relating to the NES entitlement apply, as a minimum standard, to this Agreement entitlement.

2.7 No Extra Claims

The Parties covered by this Agreement intend and agree that this Agreement prescribes comprehensive terms and conditions of employment that are to apply for the duration of this Agreement.

It is a condition of this Agreement that the Parties Bound by this Agreement undertake not to:

a) Pursue any claims for additional benefits or obligations (whether or not known at the time the Parties entered into this Agreement). This includes but is not limited to any claims in excess of the provisions of this Agreement and/or claims relating to changes arising from award variations or decisions of a statutory body; and

b) Take industrial action in support of extra claims, award or over award, for the duration of this Agreement. For the avoidance of doubt, Employees and/or the Union will not engage in industrial action for the purpose of advancing any claims whatsoever, including any claims in excess of the provisions of this Agreement, or against the Employer in respect of the employment of Employees.

PART 3 CONDITIONS OF EMPLOYMENT

3.1 Continuous Operations

The Parties recognise that the construction activities on the Project present unique operational requirements that may require operations to continue without interruption.

Specifically, the Parties agree that continuous operations (twenty four hours a day, seven days a week) and work flow be maintained on the Project, including but not limited to the following area of activity;

a) Critical concrete pours;

b) Operations involving traffic safety management;

c) Spoil removal and spoil haulage activities to stockpiles;

d) Pumping and dewatering activities;

e) Work required to stabilise any excavation against collapse;

f) Any activity that may affect the operating integrity of plant that supports the areas of continuous operations listed above; and

g) In such cases, appropriate safe staffing of equipment will be required.

The parties agree that continuous operations in these areas referred to above will include continuing to operate in periods of inclement weather, provided that WHS requirements of this Agreement and relevant legislation are met.

Notwithstanding anything contained in this clause, the Employer will endeavour to establish roster(s) that promote a work-life balance culture and assist in limiting the causes of fatigue in the workplace.

3.2 Individual Flexibility Arrangement

a) The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement in relations to 1 or more of the following matters:

   i. Single day annual leave absences up to 12 per year;

   ii. Increase to parental leave; and

   iii. Increase to compassionate Leave.

b) The arrangement meets the genuine needs of the Employer and the Employee in relation to 1 or more of the matters mentioned in paragraph a) above; and

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

3.2.1 The Employer will ensure that the terms of the individual flexibility arrangement:

a) are about permitted matters under Section 172 of the Fair Work Act 2009; and

b) are not unlawful terms under Section 194 of the Fair Work Act 2009; and

c) result in the employee being better off overall than the employee would be if no arrangement was made.

3.2.2 The Employer must ensure that the individual flexibility agreement:

a) is in writing; and

b) includes the name of the Employer and Employee; and is signed by the Employer and Employee or a parent or guardian of the Employee if the Employee is under 18 years of age, and

c) includes details of:

i. the terms of the enterprise agreement that will be varied by the arrangement; and

ii. how the arrangement will vary the effect of the terms; and

iii. 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

d) states the day on which the arrangement commences.

3.2.3 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

3.2.4 The Employer or Employee may terminate the individual flexibility arrangement:

a) The agreement must not require the approval or consent of a person other than the Employer and Employee.

b) The agreement may be terminated:

i. by giving no more than 28 days written notice to the other party to the arrangement; or

ii. if the Employer and Employee agree in writing – at any time.

3.3 Consultation

This clause applies where the Employer:

a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on the Employees (see clauses 3.3.2 to 3.3.7 below); or

b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees (see clause 3.4 below).

3.3.1 The Employer must notify the affected Employees of the decision to introduce the major change 14 days prior to the major change taking effect.

3.3.2 The affected Employees may appoint a representative for the purposes of the procedure in this clause.

3.3.3 If the affected Employees appoint a representative for the purposes of consultation, and the Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

3.3.4 As soon as practicable after making its decision, the Employer must:

a) discuss with the affected Employees:

i. the introduction of the change;

ii. the effect the change is likely to have on the Employees; and

iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

b) for the purposes of the discussion provide, in writing, to the affected Employees:

i. all relevant information about the change including the nature of the change proposed; and

ii. information about the expected effects of the change on the Employees; and

iii. any other matters likely to affect the Employees.

3.3.5 The Employer is not required to disclose confidential or commercially sensitive information to the affected Employees.

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

If a term of this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the Project, the requirements set out in clauses 3.3.2, 3.3.3 and 3.3.4 are taken not to apply.

3.3.7 In this term, a major change is likely to have a significant effect on Employees if it results in:

a) the termination of the employment of the Employees; or

b) major change to the composition, operation or size of the Employer's workforce or to the skills required of their Employees;

c) the elimination or diminution of job opportunities (including the opportunities for promotion or tenure); or

d) the alteration of hours of work; or

e) the need to retrain Employees; or

f) the need to relocate Employees to another workplace; or

g) the restructuring of jobs.

Significant effects include potential termination of Employees. For avoidance of doubt, this does not limit or have the effect of limiting the right of the Employer to make decisions about redundancy, demobilisation or redeployment of Employees based on operational requirements.

3.4 Change to Regular Roster or Ordinary Hours of Work

The Employer must notify the affected Employees of the proposed change to the regular roster or ordinary hours of work of those Employees 14 days prior to the change taking effect.

The affected Employees may appoint a representative for the purposes of the procedures in this term.

If the affected Employees appoint a representative for the purposes of consultation, and the Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

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

a) Discuss with the affected Employees the introduction of the change;

b) For the purposes of the discussion – provide to the affected Employees:

   i. All relevant information about the change, including the nature of the change;

   ii. Information about what the Employer reasonably believes will be the effects of the change on the affected Employees; and

   iii. Information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

c) Invite the affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

3.5 Contract of Employment

a) Employees will be employed on a full-time, part-time, or casual basis.

b) At the time of their engagement, the Employer will inform each Employee of the terms of their engagement.

c) Part-time employment will be by Agreement between the Employer and the Employee. A part-time Employee will be an Employee who works fewer than 36 ordinary hours per week, and has reasonably predictable hours of work. For each ordinary hour worked, a part-time Employee will be paid no less than the Base Rate for the relevant classification, and pro-rata entitlements for those hours. The Employer will inform a part-time Employee of the ordinary hours of work and the starting and finishing times. Any hours worked by the part time employee in addition to the agreed ordinary hours will be paid at the appropriate overtime rate.

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

   i. That the Employee may work part-time;

   ii. The hours to be worked by the Employee, the days upon which the hours will be worked, and commencing times for the work (work performed outside of the agreed hours will be paid at applicable overtime rates);

   iii. The classification in Appendix A as relevant that applies to the work to be performed; and

   iv. The period of part-time employment.

e) The terms of a part-time agreement may be varied, in writing, by consent. A copy of the agreement and any variation to it will be provided to the Employee by the Employer.

f) A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular or systematic. When a person is engaged for casual employment the Employee will be informed in writing that the Employee is to be

engaged as a casual, the job to be performed, the classification level and the relevant rate of pay.

g) A casual Employee will be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, paid personal/carer's leave, paid compassionate leave, redundancy and termination benefits or notice periods as contained in clause 3.7 of this Agreement.

h) On each occasion a casual Employee is required to attend work, the Employee will be entitled to payment for a minimum of 7.2 hours' work, plus the relevant travel allowance as provided for in clause 5.3 of this Agreement, as applicable.

i) An all-purpose casual loading of 25% will be paid. The casual loading is paid in lieu of annual leave, personal leave, other paid leave and public holidays not worked, as contained in this agreement. In calculating overtime payments for a casual Employee, the following will apply: base rate then 25% loading and then the relevant overtime rate/loading.

j) A casual employee, other than an irregular casual employee, who has been engaged for a sequence of periods of employment for 6 weeks may elect to convert to full time employment. The employer must not unreasonably refuse. The employer must give written notice to the employee within 4 weeks of the employee reaching the 6 weeks qualifying period of the terms of this clause.

k) A Full-time Employee is an Employee engaged for a minimum average of 36 ordinary hours per week plus any reasonable additional hours as required by the Employer.

3.6 Probation Period

a) The Employee's employment with the Employer will be subject to a three (3) months probationary period commencing from the date of commencement of employment. During which time, the suitability for the position will be assessed.

b) An Employee's employment may be terminated at any time during the probationary period by either party giving one week's notice of termination or at the Employer's sole discretion, payment in lieu of such notice.

3.7 Termination of Employment

Employment may be terminated by an Employee providing one week's notice or the Employer by giving the following notice:

Employee's Period of Continuous Service with the Employer	Actual Period of Notice required to be Provided
Not more than 1 year	1 weeks' notice
More than 1 year but not more than 3 years	2 weeks' notice
More than 3 years but not more than 5 years	3 weeks' notice
More than 5 years	4 weeks' notice

a) In addition to the notice set out above, an Employee over 45 years old at the time notice of termination is given who has completed at least two (2) years of continuous service with the Employer, will be entitled to an additional one (1) weeks' notice.

b) The employer does not need to give notice of termination to Employees who are engaged for a specified task(s), or on a casual basis.

c) Following the giving of notice of termination by either party, the Employer may, at its absolute discretion, elect to pay the Employee an amount equal to the full rate of pay, due to the Employee for the remainder of the notice period as an alternative to requiring the Employee to work out the notice period.

d) Where an Employee resigns without giving the required one week's notice, or gives notice but leaves before the end of the notice period, the Employer may deduct payment for the notice period (or that part of the notice period not worked), from any money owed by the Employer.

e) Employees will only be entitled to payment up to and including their last day of attended work if the Employee has abandoned their employment.

f) Notwithstanding the notice provisions of this clause, the Employer retains the right to summarily terminate an Employee's employment without notice or pay in lieu of the notice for serious misconduct, in which case an Employee will only be entitled to be paid for the time worked up to dismissal.

g) For the purpose of this Agreement, serious misconduct includes, but is not limited to, any serious or persistent breach of this Agreement or the Employer's policies, dishonesty, fraud, theft, breach of serious safety procedures/policy/protocols, willful damage to Employer property, harming or threatening co-workers, breach of the Employer's alcohol and other drugs in the workplace policy, workplace smoking policy, gross negligence, unauthorised or prolonged absenteeism, or breach of the confidentiality requirements or other Employee obligations of this Agreement.

3.8 Notice of Absence

a) Employees have a responsibility to notify the Employer of any absences from work. Unless a provision of this Agreement or the FW Act states otherwise, an Employee who fails to attend work without a reasonable explanation, will not be paid for the actual time of such non-attendance.

b) This clause 3.8 applies where the Employer is unaware of the reasons for an Employee's absence or believes an Employee no longer wishes to work for the Employer. For the avoidance of doubt, the Employer will not take action against an Employee who is entitled to be on leave or absent under the NES or this Agreement.

c) If an Employee fails to attend work the Employer will attempt to contact the Employee. If the Employer is able to contact the Employee, the Employer will require the Employee to provide substantive justification for their absence. The Employer reserves the right to take disciplinary action where this explanation is not satisfactory.

d) Where the Employer is unable to communicate with an Employee, after having attempted to use all available methods to contact the Employee and provide them with an opportunity to give an explanation to the Employer for their absenteeism, the matter will be dealt with pursuant to clause 3.7.

3.9 Standing Down of Employees

a) Despite anything elsewhere contained in this Agreement, the Employer, in accordance with the FW Act, will have the right to stand down and not pay an Employee for any day (or part of a day) the Employee cannot be usefully employed because of industrial action.

b) Nothing in this clause will be taken to mean that payment, including leave payments, will be made for time engaged in industrial action.

a) If an Employee cannot do work due to any cause for which the Employer cannot reasonably be held responsible (for example geological conditions, breakdown of machinery or equipment for which the Employer cannot reasonably be held responsible) the Employer may take the following steps:

   i. The Employer will consult with affected Employees regarding the possibility of stand down, and

   ii. The Employer will take all reasonable steps to explore all possible options to ensure work continues.

   Once steps i and ii have been taken, the Employer has the right to stand down the Employee without pay.

3.10 Dispute Prevention and Settlement Procedure

a) A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Any dispute in relation to a work related, industrial matter or any matters arising out of the operation of the Agreement, incidental to the operation of the Agreement, the NES, including subsections 65(5) or 76(4) of the FW Act shall be dealt with according to the following procedure:

   i. The circumstances that existed prior to the dispute or grievance or claim prevail, and work must continue as normal without detriment to any of the Parties.

   ii. All Employees have the right to appoint an employee representative (which may be a Party to this Agreement, the Employee Representative elected under clause 8.3 of this Agreement or anyone else of the Employee's choice) 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.

   iii. The Employer may appoint a representative of its choice in relation to a dispute.

   iv. 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 their representative, to the site 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 a representative.

C. If still not resolved, there may be discussions between the employee/s and their representative and senior representative of the Employer.

D. Should the matter remain unresolved, and all of the steps of this procedure have been exhausted the matter may be referred by either Party to this dispute to the FWC. The FWC may exercise conciliation in the first instance and if the conciliation is unsuccessful the FWC may exercise arbitration powers.

b) Any decision or outcome from the FWC must not be inconsistent with the Building Code 2016.

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

3.11 Counselling & Disciplinary Procedure

a) This procedure is to be followed for all disciplinary cases of unsatisfactory performance (includes absenteeism) or conduct, or for breach of procedures including, but not limited to safety, environmental, sexual harassment and workplace bullying.

b) At the request of the Employee, the Employee may choose to be represented at any stage of the counselling and disciplinary process by an employee representative of their choice.

c) While in most cases each step of the procedure will be followed in sequential order, in certain cases serious breaches of procedures may result in an Employee being dealt with immediately under Step 2 or Step 3 of this procedure.

d) This clause 3.11 does not take away the right of the Employer to dismiss an Employee without notice for serious misconduct (refer to clause 3.7(f) and (g)) or the right of an Employee to seek advice from his/her nominated representative at any stage of the procedure below.

3.11.1 Step 1 – Verbal Warning/Counselling

Where the Employer has a first concern regarding the performance, attendance and/or conduct of an Employee, the following procedure will apply:

a) An explanation of the concern and the performance and/or conduct expectations of the Employer will be given;

b) The Employee will be given an opportunity to provide an explanation;

c) The Employer will consider this explanation and any relevant facts;

d) If the Employer considers that the Employee's explanation is not reasonable, the Employee will be reminded of this procedure and that this is the first warning. At that time the Employer will inform the Employee that failure to correct the performance and/or conduct, or any other problems with the Employee's Performance or conduct may lead to further warnings; and

e) The Employee under counselling will be made aware of the standards of improvement in performance and/or conduct that are to be made.

3.11.2 Step 2 – Written Warning/ Improved Performance

If the Employee fails to meet agreed standards of improvement in accordance with Step 1, or if the Employer has a second concern about the performance, attendance and/or

conduct of the Employee regarding reasonable standards or performance and/or conduct, this step (2) will be taken:

a) The Employer will explain its concern with the standards of performance and/or conduct of the Employee;

b) The Employee will be given an opportunity to provide an explanation;

c) The Employer will consider this explanation and any relevant facts;

d) If the Employer considers that the Employee's explanation is not reasonable, a written warning is to be given referring to the first warning (at Step 1) and the opportunity previously given for improvement. The written warning will inform the Employee that it is a final warning and that failure to meet the stated standards of improvement or any further instances or poor performance and/or conduct will lead to dismissal without further warning; and

e) The written warning will also provide feedback to the Employee on how to improve his/her performance and/or conduct.

3.11.3 Step 3 – Final Warning

If the Employee continues to not meet the standards in terms of performance and or the Employer's code of conduct, the Employee will be issued with a Final Warning. The written warning will inform the Employee that it is a final warning and that failure to meet the stated standards of improvement or any further instances or poor performance and/or conduct will lead to dismissal without further warning.

3.11.4 Step 4 – Dismissal

If the Employee has failed to meet reasonable agreed standards of improvement in relation to his/her performance, attendance and/or conduct, or if the Employer has a third concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards of performance and/or conduct, the following process will be taken:

a) The Employer will explain its concern with the Employee's performance and/or conduct;

b) The Employer will give the Employee an opportunity to provide an explanation;

c) The Employer will consider the explanation and any relevant facts; and

d) If the Employer considers that the Employee's explanation is not reasonable, notice of dismissal may be given by the Employer.

3.12 Consultative Committee

a) The Parties to this Agreement agree that effective consultation processes are essential for continuous workplace reform and that Employees will be appropriately consulted in respect of issues that impact on their employment conditions.

b) The Parties agree that a Consultative Committee will be established on the Project, and will normally comprise of equal numbers of management and employee representatives.

c) The Project Consultative Committee will deal with issues referred to them in relation to this Agreement. A meeting program for the Project Consultative Committee will be developed at the commencement of the Project.

d) The consultative committee will meet monthly or as agreed by the members of the committee. The chairperson will be responsible for issuing agendas and taking minutes.

e) The consultative committee's primary charter is to ensure good communication between the Parties concerning relevant issues that may affect the Project and the Employees, provided that the Employer is not required to disclose confidential or commercially sensitive information to relevant Employees.

f) Separate to the consultative committee process, clause 3.3 will apply and the Employer must consult with the Employees about major workplace changes that are likely to have a significant effect on the Employees.

g) The Employer will provide appropriate training to ensure that Project Consultative Committee members can participate in the consultative process.

3.13 Anti-Discrimination, Equal Employment Opportunity and Sexual Harassment

a) The Employer is committed to complying with its obligations under anti-discrimination legislation and preventing unlawful discrimination and harassment within the workplace.

b) The Parties to this Agreement have an obligation to comply with sex discrimination and anti-discrimination legislation. The Employer expects all Employees to comply with its policies and procedures including those dealing with harassment and discrimination in the workplace and the Project Work Rules.

c) Any breach of the Employer discrimination and harassment policies will be treated by the Employer as a very serious matter and depending on the circumstances, may result in dismissal.

PART 4 WORKPLACE HEALTH AND SAFETY

4.1 Safety Commitment

a) The Parties will comply with all the obligations arising under the prevailing and relevant Acts, Regulations, Code of Practice and the Employer's policies and procedures.

b) The Employer has a legal obligation to exercise due diligence to ensure that the business complies with all Workplace Health and Safety laws and regulations. This includes making sure that the business has and uses appropriate resources and processes to eliminate or minimise the risks of working with silica and silica containing products and other airborne toxic substances

c) All Employees are required to contribute positively to Project safety, including raising concerns regarding safety with the Employer.

d) No Employee will be required to work in any unsafe area or situation. An employee or employees may cease, or refuse to carry out, work if they have a reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.

4.2 Project Inductions

a) At the commencement of their first working day on the Project, all Employees will attend a Project Induction that includes Project safety procedures. The inductions will be presented by an Employer representative. For the avoidance of doubt, union officials, delegates, or other representatives of a building association will not be permitted to attend, facilitate or administer induction processes.

b) The Employer will not allow any Employee engaged on the Project to commence work until they have demonstrated, to the Employer's satisfaction, a clear understanding of the issues raised during inductions.

c) Employees are required to provide a copy of their Construction Induction Certificate (e.g. White Card), before commencement, as evidence of general industry safety induction before undertaking the Project Induction.

4.3 Induction Training

All Employees will receive an induction on or before their commencement on the Project that details issues including:

a) Project Overview;

b) Building Code 2016;

c) Project Enterprise Agreement including; Parties, Scope and Application of the Agreement, DPSP, general terms and conditions of employment;

d) Relevant Workplace Health and Safety, Quality and Environmental Procedures and expectations;

e) Code of conduct and workplace behaviour expectations;

f) Project/Site layout;

g) Respectful interface with community and road users; and

h) Work procedures.

On the successful completion of the Project Induction training program, Employees will be issued with an identification card which they must carry at all times.

4.4 Health & Safety Committee

The Employer will establish a Health & Safety Committee on the Project as appropriate in accordance with the *Work Health and Safety Act 2011* and corresponding Regulations. All Health and Safety Committee members will undertake an agreed silica awareness course and airborne toxic substance awareness courses as appropriate.

4.4.1 Health and Safety Representatives

a) 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;

b) When requested, Health and Safety representatives and deputies will be elected in accordance with Part 5 Division 3 of the WHS Act 2011, for a determined and agreed work group of which the Employee is a member.

c) Parties covered by this Agreement recognise the important role of Health & Safety representatives. The HSRs have a key role in the early intervention in health and safety Issues under this Agreement.

d) A health & safety representative will be allowed reasonable paid time during working hours to attend to occupational health and safety matters affecting employees they represent.

4.5 Fitness for Duty

a) The parties to this Agreement are committed to providing a safe, healthy and productive work environment. As part of this ongoing commitment, Employees will be required to participate in tests for alcohol and other drugs as required during their deployment on site.

b) For safety reasons Employees will need to be clean shaven while performing any work requiring a dust mask.

4.5.1 Alcohol and Other Drugs

a) The Parties to this Agreement are committed to creating and maintaining an environment where people recognise the health and safety risks of misusing alcohol and/or drugs in the workplace and community.

b) The Parties will comply with the requirements prescribed in applicable legislation, policies and procedures of the Employer, and site safety rules, in relation to alcohol and other drugs. These requirements will include, for example, alcohol and other drugs testing of Employees.

c) Employees who fail to comply with these requirements in relation to alcohol and other drugs (which may, depending on the circumstances, constitute serious misconduct), will be subject to disciplinary action in accordance with clause 3.11 of this Agreement.

d) Employees bound by this Agreement who require assistance and support with alcohol and/or other drugs issues, will have access to the Employer's employee assistance program or any other similar support service.

4.5.2 Non-Smoking

a) In the interests of work health and safety, smoking areas will be identified. Where an area is not designated it will be automatically a non-smoking area. Employees will be required to comply with the Project's smoke-free workplace policy.

b) Employees found smoking in non-smoking areas will be subject to disciplinary action in accordance with clause 3.11 of this Agreement.

4.6 Safety Incident Procedure

a) No Employee will be required to work in any unsafe area or situation an employee or employees may cease, or refuse to carry out work if they have a reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.

b) This procedure will be in accordance with the WHS Act and corresponding Regulations. Parties will make all reasonable efforts to achieve a timely, final and effective resolution of the unsafe situation in accordance with this procedure.

c) Where an Employee becomes aware of an unsafe situation, the Employee must rectify the situation, if it is within their competence, is safe to do so and report the matter to management.

d) If a safety problem has been identified in a particular work area, the Work Area Health & Safety Representative will inspect the area with a management representative(s) and they will determine the appropriate action to be taken.

e) In the event Employees cease work due to a reasonable concern of an imminent risk to their health and safety will hold themselves available to be transferred elsewhere on the Project.

f) Work will cease only in areas immediately affected by a reasonable concern as to the existence of an imminent risk to health and safety.

g) Work in other areas will continue without interruption, and all Employees will remain available on site to carry out work in areas not immediately affected and/or to carry out rectification works.

h) Priority is to be given to safety rectification.

i) Should a safety dispute arise over whether one or more work areas are safe or not, the following procedure will apply:

   i. Where the situation cannot be rectified, immediate inspection of the affected area(s) will be carried out by Project Management and the Health & Safety representative(s);

   ii. As safety rectification work is agreed for any area, all Employees will immediately commence such rectification work;

   iii. Upon verification that such rectification has been completed, normal work will resume progressively in any area;

iv. Employees will not leave the Project site unless directed to do so by the Employer, relevant Government authority or Emergency Services officials such as Police, Fire or Ambulance officers

j) For the sake of clarity, WHS policies and procedures are not incorporated in this Agreement and can be amended by the Employer as required, for example in the event of the WHS Act and Regulations being replaced or amended.

4.7 PPE

4.7.1 Mandatory Equipment

a) Employees will be provided, on commencement of employment, with a safety helmet, safety gloves and eye protection/safety glasses that meet Australian Standards.

b) The safety helmet and other items of personal protective equipment provided must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way, including any other paraphernalia not approved by the Employer.

c) Employees will be required to wear such clothing or equipment at all times as directed and/or required by the Employer. Any breach of this provision will give rise to disciplinary action. Disciplinary action taken under this clause may include verbal or written warnings and/or termination of employment.

d) Safety footwear will be supplied upon the commencement of employment. Damaged and/or worn PPE will be replaced on a fair wear and tear basis, provided they are produced to the Employer for inspection.

4.7.2 Job Related Equipment

a) The Employer will provide all necessary safety protective clothing, equipment and materials for use on specific work tasks as follows:

i. Hearing protection e.g. ear plugs/muffs;

ii. Factor 30+ protective sunscreen;

iii. Eye protection, including, as approved by the Employer, prescription safety glasses or safety glasses that fit over prescription glasses, that meets Australian Standard;

iv. Safety gloves, that meets Australian Standard;

v. Safety boots (replaced as a result of fair wear and tear);

vi. Gumboots; (as required)

vii. Dust masks;

viii. Wet weather jacket; (as required)

ix. Safety vests;

x. Long trousers;

xi. Long Sleeve shirt.

4.7.3 Clothing

The Employer will provide Employees with the following items of clothing to be worn while at work, which will be replaced as a result of fair wear and tear, provided they are produced to the Employer for inspection.

A set of clothing will consist of:

a) Five pairs of long trousers; and

b) Five high visibility long sleeve shirts.

c) All Employees engaged on the Project between 1 May and 30 September will be issued with one (1) high visibility winter jacket or agreed equivalent. Winter jackets will be replaced on a fair wear and tear basis, provided it is produced to the Company for inspection.

The type of jacket issued to Employees will be determined by the nature of work performed to ensure that the jacket is not unsafe for the work performed by each Employee.

4.8 Inclement Weather

a) Inclement weather means the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees exposed thereto to continue working whilst the same prevail.

b) The Employer and Employees will develop and implement procedures to ensure that productive work continues whenever and wherever it is safe and reasonable to do so.

c) In order to improve this area of lost productivity the following will apply to all Employees:

   i. Employees will accept transfer to an area or site not affected by inclement weather if useful work is available in that area or site, that work is within the scope of the Employees skill, competence and training, and the Employer provides, where necessary, transport;

   ii. The Employer and Employees agree to adopt measures that involve a reasonable approach as to what constitutes inclement weather;

   iii. The Employer and Employees agree to the use of non-productive time arising from inclement weather for structured, relevant and meaningful training, skills enhancement and learning applications. Where this cannot be achieved, Employees will not unnecessarily be kept on site;

   iv. Non-productive time arising from inclement weather can be used for monthly Project briefings;

   v. Non-productive time arising from inclement weather can also be used for safe work procedure briefings and discussion of major work activities.

d) The Employer and Employees acknowledge that in the case of operators of plant with enclosed cabins, work will continue, subject to compliance with safe working procedures;

   i. The Employer and Employees are committed to an early resumption of work following any cessation of work which may arise from inclement weather;

ii. The practice of 'one out all out' for inclement weather will not occur. Should a portion of the Project be affected by inclement weather, all other Employees not so affected will continue working in accordance with the appropriate Agreement provisions, regardless that some Employees may be entitled to cease work due to inclement weather;

iii. All Employees must be available to clean up and dewater relevant work areas as directed by the Employer and/or the Health & Safety Committee following inclement weather, regardless of classification.

e) Where the Employer determines that an Employee is not able to perform any work because of Inclement Weather, a full-time and part-time Employee shall be entitled to payment by the Employer for ordinary time lost through inclement weather and the effects of inclement weather for up to 32 hours in each calendar month (non-cumulative). This payment is subject to the Employee remaining on site in readiness to work.

f) After four (4) hours after the cessation of work from inclement weather the Employer may release employees for the remainder of the day, if information indicates that inclement weather will continue.

g) Where the maximum of 32 hours pay in any 4 week period is reached and an Employee cannot resume work because of Inclement Weather, the Employer will be entitled to stand down the Employee without pay until such time that the Employee is able to resume work, provided that the Employee may access accrued annual leave or accrued RDOs during the stand down period.

h) Critical Work in Rain – the Employer and Employees understand and accept that there may be occasions where certain critical work must be performed in the rain. Critical work includes but is not limited to: completion and protection of concrete pours, supply of material to site, spoil operations, critical shutdown activities, emergency work, any work required to ensure safety or environmental legal compliance.

i) Where an Employee is required and directed by the Employer to perform critical work in inclement weather, the following will apply:

i. Such work will be conducted subject to appropriate safety procedures being in place;

ii. Employees will be provided with wet weather gear, as appropriate;

iii. Employees will be provided with safety equipment and respite to minimise the impact of work in the rain;

iv. On completion of work in the rain and where it is expected that rain will cease in a timeframe where meaningful work can be undertaken:

v. Employees may be provided with additional dry clothing to allow ordinary work to continue; or

vi. With the approval of the relevant area Superintendent, Employees who carry out critical work in the rain and who get wet as a result may be allowed to go home when critical work is completed.

j) Employees who are sent home with the approval of the Superintendent within their ordinary time hours, will be paid the balance of their ordinary hours at their ordinary rate of pay. Employees who are sent home with the approval of the relevant area Superintendent after completing their ordinary hours but prior to the end of their normal rostered shift will be paid for actual hours worked.

k) Such critical work performed in inclement weather will be paid at the rate of double the Employee's Base Rate.

4.9 Learning and Development

a) The Employer will provide structured training, development and assessment for new entrants to the industry to offset skills shortages and ensure career progression opportunities are available, e.g. progression from new entrant to unskilled to semi-skilled to skilled, including developing individuals and teams in support of Project employment priorities.

b) The Employer will provide skills enhancement for Employees via a range of methods including but not limited to coaching, mentoring, exposure and competency based training model.

c) Training will be relevant and delivered in a suitable forum including Toolbox meetings and structured training programs. Where possible, training will result in a Nationally Recognised Statement of Attainment.

d) This Learning and Development program will provide Employees with industry wide recognised portable skills which will facilitate the development of their career path.

e) In line with the Employer's commitment to providing each employee with quality training to assist them in the performance of their functions on the Project, the Employer may schedule mandatory training for employees in accordance with this clause.

f) Employees required to attend training will be paid for the time spent training at the employee's Base Rate. Such training will be conducted during ordinary hours.

4.10 Traineeships

a) As part of its commitment to the long-term future of the industry, the Employer may engage Trainees. Trainees will be engaged in either a Certificate II traineeship or a Certificate III traineeship.

b) A Certificate II traineeship will consist of no less than 16 modules.

c) A Certificate III traineeship will consist of no less than 24 modules.

d) Trainees will be classified in the same manner as Employees in accordance with the classification structure in this Agreement and will be paid in accordance with the following table.

Traineeship	Level of Completion	Rate of Pay
Certificate II	Less than 12 months	75% of the relevant Base Rate
	12 months or more and satisfactory completion of required units of competency	85% of the relevant Base Rate
	On completion	Relevant Base Rate CW3
Certificate III	Less than 12 months	75% of the relevant Base Rate
	12 months but less than 24 months and satisfactory completion of required units of competency	85% of the relevant Base Rate
	24 months or more and satisfactory completion of required units of competency	95% of the relevant Base Rate
	On completion	Relevant Base Rate CW5

e) Where the Trainee was employed by the Employer immediately prior to entering into the traineeship, the Trainee will not suffer a reduction in pay by virtue of entering into a traineeship.

f) Trainees may undergo recognition of prior to learning (RPL) in order to satisfy competency requirements. Where this is the case, the Trainee will be deemed to have completed the relevant unit of competency on or after the date upon which the Registered Training Organisation (RTO) deems the module to have been satisfied. A Trainee who is deemed to have completed units of competency by virtue of RPL will have the term of their traineeship reduced accordingly.

PART 5 CLASSIFICATION STRUCTURES, RATES OF PAY, ALLOWANCES AND OTHER ENTITLEMENTS DEFINITIONS

5.1 Classification Structures and Rates of Pay

a) At the commencement of employment, each Employee will be appointed by the Employer to a classification level based on skills, qualification and experience and in consideration of the substance of duties required to be carried out at the time of the Project. The skill-based classification structure is set out in Appendices A.

b) Employees will be required to perform such duties as are within the limits of the Employee's skill, competence and training, including work that is incidental or peripheral to the Employee's main function.

c) The Base Rates for each classification level are prescribed at Appendices A or B. The Base Rates and allowances in this Agreement are in compensation for, amongst other things, all disabilities and/or special skills and/or special rates associated with, or likely to be associated with the Project.

d) Apprentices engaged by the Employer will be paid in accordance with Appendix D.

e) The Base Rates under this Agreement will be adjusted only in accordance with Appendices A or B. All wage increases during the life of the Agreement will be made in accordance with Appendices A or B and will take effect from the first full pay period after the effective date.

5.2 Higher Duties

a) Where an Employee on any day is required and has agreed to perform duties of a higher Base Rate of pay than the Employee's ordinary classification, the Employee will be paid at the higher hourly Base Rate for the work so performed.

b) The Employee will be paid the higher hourly Base Rate for the entire day or shift if the Employee is required to work at that Base Rate for more than two hours. Otherwise, the Employee will be paid the higher Base Rate for the time so worked.

c) Following the completion of activities under the higher classification, the Employee will revert to the Base Rate that is applicable to their classification prior to undertaking the higher duties.

d) Notwithstanding the above, Employees who are being trained to operate plant or equipment which would otherwise attract a higher Base Rate, will not be paid at the higher Base Rate until they are assessed as being competent, and there is a position available at the classification that attracts the higher Base Rate. This clause will be utilised by the Employer for the purposes of bona fide training, and will not be used by the Employer to simply avoid payment to Employees at a classification which attracts a higher Base Rate. Any dispute arising in relation to this issue will be dealt with in accordance with clause 3.10.

5.3 Daily Fare and Travel Allowance

a) A daily fare and travel allowance of $45.00 will be paid to each Employee for each day or shift the Employee reports to work and actually worked (including all RDO's).

b) This allowance will be a flat amount and not included in the calculation of overtime, leave or any other loadings.

c) This travel allowance will be in compensation for, amongst other things, any travelling time or expenses including but not limited to parking fees incurred by Employees travelling to and from the Project, mobilisation and location. No other payments for travelling to and from work will be payable to any Employee.

d) Employees who are provided a work vehicle by the Employer to take home each night are not eligible for the daily travel allowance.

e) For clarity, an employee is not entitled to be paid this allowance in respect of any unworked Public Holidays, or when they are on any other type of leave of absence (whether paid or unpaid).

5.4 Productivity Payment

a) An Employee will receive a productivity payment of $8.00 for each productive hour worked, to provide incentive and in recognition of improved productivity performance during the operation of this Agreement.

b) For the avoidance of doubt, this allowance will be in lieu of any special rates or allowances included in any award or other industrial instrument other than for those provided for in this Agreement.

c) This productivity payment is a flat payment and will not be included in the calculation of overtime, leave or any shift or other loadings.

d) This productivity payment is not payable when Employees leave site due to inclement weather, or are on any type of leave, whether paid or not paid (e.g. annual leave, personal leave, jury duty, leave without pay, community service leave, parental leave or compassionate leave), or have been suspended with pay, or are absent for any other reason, including public holidays, absence due to a work-related injury, or are engaged in any form of industrial action.

5.5 People First Payment

The Project's success is built by our people. That is why we put our people first.

The people first payment is to better recognise and reward the Employees.

Each Employee covered by this Agreement will receive a payment of $55.00 per week or part thereof of service (including Authorised Paid Leave) on the Project which will be paid to Employees when the service on the Project comes to an end other than on termination of Employment for serious misconduct.

The payment will form part of the Employee's final termination pay at the conclusion of their service on the Project in recognition of their contribution to the Project's success.

5.6 Leading Hand Allowance

a) An Employee appointed by the Employer to be in charge of other Employees will be paid in accordance with Appendix C. With specific responsibility of directing and/or supervising the work of other Employees. The Leading Hand allowance will be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

b) The numbers of workers assigned to each leading hand may increase or decrease according to the nature and type of tasks being performed.

5.7 First Aid Allowance

a) An Employee who is qualified to provide first aid and is appointed by the Employer to be a first aider will be paid a first aid allowance whilst the Employee maintains a current First Aid certificate.

b) The first aid allowance will be a flat amount and fixed for the life of the Agreement and will not be included in the calculation of overtime, leave or any shift or other loadings.

5.8 Overtime Meal Allowance

a) If an Employee is required to work more than two hours overtime after their ordinary hours of work, Monday to Friday, a payment of $20.34 for meals will be made.

b) In the circumstances where an Employee is required to work more than eight hours overtime on either Saturday or Sunday, a payment of $20.34 in lieu will be made.

c) This meal allowance will be a flat rate amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

5.9 Tradesperson Allowance

a) An Employee engaged as a Tradesperson as prescribed at Appendix A of this Agreement will receive an allowance of $1.50 per hour actually worked; this allowance will be classified as all-purpose. This allowance is inclusive of the tool allowance in Appendix C.

b) An Employee engaged as a Mechanical, Electrical, Fabrication or Welder Tradesperson as prescribed at Appendix B or C of this Agreement will receive an allowance of $3.28 per hour per hour worked; this allowance will be classified as all-purpose. This allowance is inclusive of the tool allowance in Appendix C.

5.10 Superannuation

a) The Employer will make superannuation contributions in accordance with the requirement under the *Superannuation Guarantee and Administration Act 1992* (Cth) into a superannuation fund nominated by the Employee calculated on *Ordinary Time Earnings* (*OTE*). The minimum employer contribution will be $255 per week or the minimum statutory contribution rate (currently 9.50% of *OTE)* and will remain for the duration of this Agreement unless amended by legislation.

b) Employees can choose either Australian Super or CBUS Industry Superannuation Scheme

c) Where an Employee does not nominate a superannuation fund, Cbus Superannuation Fund will be the default fund.

d) Employees can elect to "salary sacrifice" for additional superannuation contributions provided that:

i. the arrangement complies with the relevant legislation and Employer policy as amended from time to time;

ii. the Employee notifies the Employer of his or her election to salary sacrifice in writing prior to the wages and/or allowable entitlements being earned or accrued by the Employee;

iii. the superannuation fund is a complying superannuation fund; and

iv. the amount to be paid into the superannuation fund plus any balance of wage and/or allowable entitlements is equivalent to what the Employee would have been entitled to as wages and/or allowable entitlements under this Agreement.

e) Where an Employee elects the option of salary sacrificing some of their wages, there must be a signed agreement between the Employee and the Employer. This option must remain for a period of not less than six months, unless exceptional circumstances apply.

f) All superannuation contributions will be paid according to applicable fund requirements.

5.11 Redundancy

a) The Employer will make redundancy contributions for Employees covered by this Agreement to the ACIRT Redundancy Fund.

b) Contributions will be made on a pro rata basis for any partial week worked. An employee will accrue at the daily rate of $35 for each day worked during the week (limited to Monday – Friday).

c) Where an employee takes an unauthorised absence, the employee will not accrue redundancy entitlements for that day.

d) The Employer contribution to this Fund will be as per the following table:

Operative date	**Contribution per week per Employee**
Date of approval of the Agreement by the Fair Work Commission.	$175.00

e) The contributions will be paid monthly into ACIRT in accordance with the requirements of the Trust.

f) The payments under this clause are inclusive of any statutory entitlements an Employee may have to severance or redundancy payments.

PART 6 HOURS OF WORK, OVERTIME and RDO'S

6.1 Hours of Work

a) Subject to (b) the ordinary hours of work for Day Workers will be 8 hours per day, Monday to Friday between the hours of 6.00am and 6.00pm and will average 36 hours per week over a 4-week period, employees may also be required to work reasonable additional overtime hours.

b) In the majority of circumstances, the ordinary hours referred to in clause 6.1(a) will be worked between Monday to Friday, however in recognition of the nature of the Project, there may be a requirement for Day Workers to work ordinary hours outside the span of hours contained in clause 6.1(a). In these circumstances, it will be available to the Employer and affected Employees to agree to work an alternative arrangement of hours of work that provide an average of 36 hours a week over a nominated cycle. Weekends may be included in a nominated cycle. Ordinary hours worked on weekends will be paid at the appropriate penalty rate prescribed in this Agreement.

c) Start and finish location(s) and time(s) will be designed to support production and maximise equipment operating hours and maintenance time. These may be altered by the Employer to suit the needs of the Project, following consultation with the Employees affected or by the giving of 48 hours written notice by the Employer to the affected Employees concerned or by a lesser period in the case of an emergency.

d) Employees will be required to work reasonable weekend and non-weekend overtime when requested, as determined by the Employer, to meet the needs of the Employer's contractual requirements for completion of work on the Project.

e) Tool Box and Pre-Start meetings will generally be held prior to the commencement of each shift. Employees will be ready for work at the commencement of the Tool Box or Pre-Start and meetings will be paid at the Employee's Base Rate and forms part of the Employees ordinary hours.

6.2 Day Workers

Day Work is where an Employee is rostered to work ordinary hours of work between the hours of 6.00am and 6.00pm Monday to Friday. Day Workers may also be rostered to work ordinary hours of work on a weekend where agreed under clause 6.1(b).

6.2.1 Weekdays

a) Day Workers will be paid their relevant Base Rate and relevant allowances for the ordinary hours worked on a weekday.

b) Overtime will be paid at one and a half times the relevant Base Rate for the first 2 hours and double the Base Rate for all time thereafter.

6.2.2 Saturday

a) Day Workers will be paid one and a half times the Base Rate for the first 2 hours of overtime worked on a Saturday and double the relevant ordinary Base Rate thereafter.

b) A Day Worker required to work on a Saturday will be paid a minimum of four hours' work at the appropriate rates.

6.2.3 Sunday

a) All ordinary and overtime hours worked by Day Workers on a Sunday will be paid at double the Base Rate.

b) A Day Worker required to work on a Sunday will be paid a minimum of four hours' work at the appropriate rate.

6.2.4 Meal and Rest Breaks

a) For each shift or day where a minimum of 8 ordinary hours are worked, Day Workers will take an unpaid 30-minute meal break within 6 hours of commencement. For Day Workers, this meal break is not counted as time worked.

b) There will be one daily paid rest break of 20 minutes' duration to be taken at a time that suits the operational requirements of the Project.

c) Day Workers will take a 30-minute paid meal break in excess of 8 hours worked after commencement on a Saturday and Sunday.

d) Day Workers will receive a paid 20-minute break after the conclusion of 2 hours overtime following ordinary hours provided the Employee is to continue overtime. The Employee is further entitled to paid 20-minute breaks at the conclusion of every 4 hours overtime.

e) Day Workers will receive a paid 20-minute break after the first 4 hours of overtime work on the weekend. If the overtime continues beyond a further four hours after taking of the break, the employee will receive an additional paid 20-minute break.

f) The times of taking the breaks will be agreed between the Employer and majority of Employees affected.

6.2.5 Deferment and Staggering of Meal or Rest breaks

a) It may be necessary for the Employer to defer a meal or rest break to enable the completion of the task at hand in a timely manner. The deferment for the meal or rest break by up to one hour will be permissible. If a meal break is deferred for more than an hour, the Employee will be paid double the Base Rate for the duration of the deferment which is in excess of one hour and until the completion of the meal break.

b) Meal or rest breaks may be staggered between individual Employees to allow operations to continue without interruption.

6.3 Shift Workers

6.3.1 Weekdays

a) Shift Workers will be paid the following rates for ordinary hours worked on a weekday:

i. Day Shift – Base Rate;

ii. Afternoon Shift – Base Rate plus 50% of the Base Rate; and

iii. Night Shift – Base Rate plus 50% of the Base Rate.

b) All time worked in excess of an Employee's ordinary hours, Monday to Friday, will be paid at double the relevant Base Rate. Where an Employee is engaged on shift work and the shift roster includes a regular overtime shift (weekdays or weekends), attendance at the additional shift is considered mandatory.

c) The ordinary hours of both afternoon and night shift will be 8 hours daily inclusive of meal breaks.

6.3.2 Weekends

a) All hours worked by Shift Workers on weekends will be paid at double the relevant Base Rate (subject to clauses (b) and (c) below).

b) An Afternoon Shift commencing at or after 6.00pm on a Sunday and a Night Shift commencing at or after 10.00pm on a Sunday will be paid as a weekday Afternoon or Night Shift and not as weekend.

c) Where a Shift Worker is working under a 5 day shift pattern from Monday to Friday, and the 5th shift in that pattern is an Afternoon Shift or Night Shift that commences on the Friday but ends on the Saturday, the Shift Worker will be paid for that 5th shift as a weekday Afternoon Shift or Night Shift, and not as a weekend.

d) Under no circumstances will an Employee be entitled to shift loading pursuant to this clause and overtime rates at the same time. For clarity, an Employee will receive either the relevant shift loading, or the overtime rate prescribed in this Agreement, but not both.

6.3.3 Meal and Rest Breaks

a) Unless otherwise agreed between a section or sections of Employees, Shift Workers will take a 30-minute meal break at no later than six hours after the commencement of each shift. For Shift Workers, the meal break will be counted as time worked when on shift work.

b) There will be one daily paid rest break of 20 minutes' duration to be taken at a time that suits the operational requirements of the Project. The times of taking the breaks will be agreed between the Employer and the majority of Employees affected.

6.3.4 Deferment and Staggering of Meal or Rest Breaks

a) It may be necessary for the Employer to defer a meal or rest break to enable the completion of the task at hand in a timely manner. The deferment of the meal or rest break by up to one hour will be permissible. If a meal break is deferred for more than one hour, the Employee will be paid double the relevant ordinary Base Rate for the duration of the deferment which is in excess of one hour until the completion of the meal break.

b) Meal or rest breaks may be staggered between individual Employees to allow operations to continue without interruption.

6.3.5 Notice

The Employer will give relevant Employees at least 48 hours' notice that they will need to commence shift work. Except in the case of emergencies or where there is a machinery breakdown, Employees will be given 48 hours' notice of variation to their shift roster.

6.3.6 Broken Shifts

a) Where an Employee receives less than 48 hours' notice and the shift continues for less than 5 consecutive days, the Employee is considered to be working a broken shift.

b) In the case of broken shifts (a shift that departs from the Employee's established shift roster) (i.e. does not fall within the definition of Shift Work in this Agreement – see Definition of Shift Worker"), the Employee will receive the overtime rate for Day Workers on weekdays as prescribed at clause 6.2.1(b) for the duration of the broken shifts.

6.4 Recall

a) An Employee recalled to work overtime after leaving the Project (whether notified before or after leaving the Project) will be paid for a minimum of 4 hours' work at the appropriate rate for each time the Employee is recalled.

b) Except in the case of unforeseen circumstances arising, an Employee so recalled will not be required to work the full 4 hours if the jobs the Employee was recalled to perform is completed within a shorter period.

c) Employees will receive the appropriate overtime rate including an entitlement to an additional payment for Daily Fares and Travel allowance for that day.

6.5 Rest period after Overtime

a) An Employee who works so much Overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day and has not had at least 10 consecutive hours off duty between these times will, subject to this clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

b) If, on the instructions of the Employer, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee will be paid double time until he/or she is released from duty for a ten-hour rest period.

c) The provisions of this clause will apply in the case of Employees on shift work who rotate from one shift to another as if 8 hours were substituted for ten hours if overtime is worked:

i. For the purpose of changing shift rosters; or

ii. Where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or

iii. Where a shift is worked by arrangement between the Employer and Employee.

d) Except as provided for in this clause, the Employer may require any Employee to work reasonable overtime.

6.6 Cancellation of Weekend Overtime

a) In circumstances, including but not limited to, plant failure, actual or forecast inclement weather, or cancelled material delivery, the Employer may cancel planned weekend overtime. The Employer will endeavour to notify affected Employees of weekend overtime cancellation by lunchtime on Fridays. However,

the Employer reserves the right, in exceptional circumstances, to notify Employees of weekend overtime cancellation by no later than normal finishing time on Fridays. This will include posting of the notice of cancellation of weekend overtime on the noticeboard.

b) Equally, Employees through circumstances may find themselves unable to fulfil their commitment to attend the Project for planned weekend overtime. Such Employees will notify the Employer before the planned finishing time on Friday, with reasonable consideration given to exceptional circumstances of any late notification.

6.7 Work Throughs

a) Work throughs under this clause (6.7) are where Employees are directed by the Employer at the commencement of their shift/work day to maintain operations to keep equipment and/or plant running to facilitate work flows, and as such, are unable to take their normal scheduled meal breaks, at their crib room/amenities.

b) Work crews, when directed by the Employer, will work through normal scheduled meal breaks, provided that each of these Employees are entitled to pause for a reasonable time to refresh themselves. A reasonable break for the purposes of this clause will be generally a minimum of 20 minutes duration and taken when appropriate, at the location of the work operation.

c) In recognition of this work pattern, when Employees are required to maintain operations under this clause, they will receive an additional one (1) hour's pay, accruing every four (4) hour block after the normal meal break time, paid at double time. This payment is in lieu of the normal scheduled meal breaks and ability to take such a break at their crib room/amenities. This will not apply where Employees have their meal breaks rescheduled in accordance with this Agreement.

6.8 Rostered Days Off

a) For each ordinary day or shift worked, 0.8 of an hour's pay will accrue towards payment for a Rostered Day Off ("RDO").

b) It is the intention of this Agreement that there will be 6 scheduled RDO's observed for each year of this Agreement. Requirements of the Project and the program will determine the work roster and/or shift roster. There will be requirements to adjust RDO's (including any scheduled RDO's) during the life of the Project to meet the needs and program of the Project.

c) In the event that there is a requirement for work to be carried out on scheduled RDO's the Employer will, in advance of this requirement, notify, consult and reach agreement with effected Employees to perform this work. Agreement to perform this work will not be unreasonably withheld by an affected Employee.

d) To allow greater continuity of operation, the Employer and Employees may also agree to move or bank RDOs when such entitlement is due.

e) The Employer is committed to encouraging all Employees to take their accrued RDO's on a regular basis during the Project to maintain a satisfactory work/life balance.

f) It is the Employer's intention to have regular communication regarding the Project and the scheduling of RDO's.

g) Where an Employee does not have sufficient RDO hours accrued at the time of a scheduled RDO, the Employee may elect to take annual leave or some other form of leave.

h) The following is agreed in respect of RDO's:

i. If an RDO is moved or banked, the Employer will not be required to pay overtime rates for any RDO worked in these circumstances;

ii. Where the Employee terminates employment before any moved or banked RDO is taken, the moved or banked RDO will be paid at the Employee's relevant and applicable Base Rate at the time of termination;

iii. RDO's do not accrue while Employees are on unpaid or unauthorised leave or while taking RDOs

iv. Payment on an RDO will include the daily fares and travel.

PART 7 LEAVE ENTITLEMENTS

7.1 Annual Leave

a) An Employee will accrue paid annual leave at the rate of 4 weeks (for each 12-month period of continuous service). Annual leave is paid based on 36 hours per week at the Base Rate paid to the Employee immediately prior to the leave plus a loading of 17.5% (plus Leading Hand allowance if applicable). For the period, if any, that an Employee is engaged as a Shift Worker for the purposes of the National Employment Standards as defined by this Agreement, they will be entitled to a pro-rata accrual of 5 weeks (maximum) of annual leave per annum.

b) An Employee who would have received shift loadings prescribed by this Agreement had they not been on Annual Leave, will forgo the Annual Leave loading and will be entitled to the higher shift loadings.

c) The loading prescribed in 7.1(a) or (b), will apply to accrued but untaken annual leave on lawful termination.

d) The period of annual leave will be exclusive of any public holiday that occurs during the period.

e) The Employer may direct Employees to take accrued annual leave on one month's notice, the Employer will generally close down the Project for one or more weeks over the Christmas – New Year period and in these cases, Employees will generally be required to ensure that they have sufficient Annual Leave remaining to enable them to take leave for the period of the shutdown. In the event that they do not have Annual Leave or RDO accruals, the Employee may be required to take Leave Without Pay for such period or a combination of Annual Leave, RDO and Leave Without Pay.

f) Unless otherwise agreed, one month's notice of the start of annual leave will be given by Employees. Annual leave may be taken in any combination of days or weeks agreed between the Employer and the Employee.

g) An Employee going on leave will be paid their wages in accordance with the normal pay cycle unless alternative arrangements have been agreed to with the Employer before the leave is taken.

h) Where an Employee has exhausted Annual Leave entitlements, leave without pay may be considered by the Employer and approval of such leave will be at the Employer's sole discretion. The Employee must make a formal request in writing providing a valid reason for such a request. If leave without pay is granted to the Employee, the Employee will not accrue any entitlements for the duration of leave without pay.

i) Accrued annual leave is paid out on termination of employment.

7.2 Personal/Carer's Leave

a) Employees will be entitled to accrue ten (10) days paid personal/carer's leave (including sick leave) per annum, based on the Employee's base rate of pay, in accordance with the FW Act.

b) Paid personal/carer's leave accrues progressively during the year.

c) An Employee will not be entitled to be paid personal/carer's leave for more ordinary hours than the Employee would have worked on the day.

d) Sick Leave is not paid while an employee is receiving Workers' Compensation.

e) Personal/carer's leave will be paid at the Employee's Base Rate for ordinary hours that the Employee would have worked on that day. To be paid personal/carer's leave, the employee must meet the following requirements:

i. Have accrued personal/carer's leave;

ii. Notify their Supervisor of the absence as soon as possible and no later than four hours from the Employee's start time If the Employee fails to notify their Supervisor as soon as practicable (and not later than four hours from the Employee's start time), without good cause, this will constitute unauthorised unpaid leave. Such occurrence may commence counselling in accordance with the procedure set out in clause 3.11.

iii. Advise the Employer how long the absence on personal leave is likely to be;

iv. Produce evidence to the Employer of the illness or injury or the need to use personal leave, provided that where an Employee is absent on personal leave for two consecutive days or more or on more than two single day absences in any year, evidence satisfactory to the Employer will mean a medical certificate from a registered Health Practitioner or Statutory Declaration stating the nature of the illness and the period the Employee will be unable to work.

f) Personal/carer's leave will accumulate from year to year.

g) Accrued, but untaken, personal/carer's leave is paid out on redundancy or at the completion of the Project. Where an Employee is terminated in accordance with clause 3.7 (f) and (g), payment for unused personal/carer's leave will not occur.

h) An Employee will be granted paid personal/carer's leave up to the limit of their accrued entitlement.

i) On each occasion that an Employee takes carer's leave, the Employee must provide the Employer with a medical certificate from a registered Health Practitioner or complete a Statutory Declaration stating that the Employee, or an immediate family or household member for whom the Employee was caring, was or is unwell and that the Employee was unable to attend for work on that occasion. This requirement may be modified at the Employer's sole discretion. In the case of an unexpected emergency, proof may be required in a form determined by the Employer.

7.2.1 Unpaid Carer's Leave

a) Employees are entitled to a period of up to two (2) days unpaid carer's leave for each occasion that an immediate family member or other member of the Employee's household requires care and support because of an illness, injury or unexpected emergency and the Employee has exhausted all of their paid personal/carer's leave. The Employer will consider an individual Employee's circumstances in respect of requests for any further unpaid carer's leave.

b) The Employee will provide notice to the Employer as soon as reasonably practicable. The Employer may require an employee to provide to the Employer in accordance with the National Employment Standards documentary evidence confirming the need to take such leave.

7.2.2 Absenteeism

If an Employee is taking personal/carer's leave such that there is an indication of a pattern of regular and/or excessive absenteeism, the Employer may commence counselling in accordance with the procedure set out in clause 3.11.

7.3 Compassionate Leave

a) Employees will be entitled to Compassionate Leave in accordance with the FW Act.

b) An Employee will be entitled to a period of two (2) days paid Compassionate Leave for each occasion when a member of the Employee's immediate family or a member of the Employee's immediate household contracts or develops a personal illness that poses a serious threat to his/her life; or sustains a personal injury that poses a serious threat to his/her life; or dies.

c) The Employee will provide notice to the Employer as soon as reasonably practicable.

d) The Employer may require an Employee to provide to the Employer, in accordance with the FW Act documentary evidence confirming the need to take such leave.

e) The Employer, at its sole discretion, may grant up to ten working days of unpaid Leave in accordance with this clause.

7.4 Parental Leave

Employees will be entitled to Parental Leave in accordance with applicable legislation (e.g., the FW Act, and the *Paid Parental Leave Act 2010* (Cth)).

7.5 Jury Service

a) An Employee called for jury service during ordinary hours will be reimbursed by the Employer by an amount equal to the difference between the amount paid by the Court and the amount of Base Rate earnings the Employee would have received for the ordinary hours expended at the Court, for a maximum of 10 days. For the avoidance of doubt, entitlement and eligibility for payment for jury duty service will be strictly in accordance with the prevailing legislation.

b) The Employee will notify the Employer as soon as practicable, of the date upon which the Employee is required to attend for jury service.

c) The Employee will provide the Employer with proof of attendance, duration of attendance and amount received.

7.6 Long Service Leave

The Employer will register each Employee in the QLeave scheme for the duration of the Employees period of employment on the Project.

7.7 Requests for Flexible Working Arrangements

An Employee, who is an Employee who has worked with the Employer for at least 12 months, and falls within one of the categories of Employees who can request flexible working arrangements, in accordance with the provisions of the FW Act, may submit a

request to the Employer for a change in working arrangements, in accordance with these provisions, as amended from time to time.

7.8 Community Service Leave

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

7.9 Family & Domestic Violence Leave

a) Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful. Family member means:

   i. Employee; or

   ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or

   iii. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

   iv. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee. Any reference to a spouse or de facto partner in the definition of family member includes a former spouse or de facto partner.

b) An Employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

   i. the leave is available in full at the start of each 12 month period of the Employee's employment; and

   ii. the leave does not accumulate from year to year; and

   iii. is available in full to part-time and casual Employees.

c) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

d) The Employer and Employee may agree that the Employee can take additional unpaid leave to deal with family and domestic violence should the Employee exceed the 10 days.

7.10 Taking Paid Leave

An Employee may take paid leave to deal with family and domestic violence if the Employee:

a) is experiencing family and domestic violence; and

b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

7.11 Public Holidays

a) All Employees will be entitled to the following Public Holidays without deduction of ordinary time earnings:

i. New Year's Day;

ii. Australia Day;

iii. Good Friday;

iv. Easter Saturday;

v. Easter Sunday

vi. Easter Monday;

vii. Anzac Day;

viii. Labour Day;

ix. Exhibition Holiday;

x. Queen's Birthday;

xi. Christmas Day;

xii. Boxing Day; or

xiii. Any other day, or part day, declared or prescribed by or under a law 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 Fair Work Regulations 2009 (Cth) from counting as a Public Holiday.

b) A Day Worker required to work on a Public Holiday nominated herein will be paid at the rate of double time and a half of their Base Rate for all time so worked. For clarity, the double time and a half payment is in lieu of any applicable shift loadings.

c) A Shift Worker on Afternoon Shift or Night Shift rostered to work on a Public Holiday nominated herein will be paid at the rate of double time and a half of their Base Rate for all time so worked. For clarity, the double time and a half payment is in lieu of any applicable shift loadings.

d) Shift Worker(s) (excluding casuals) will be paid their ordinary time earnings for a Public Holiday they are rostered to work but are not required to work. This also includes payment for Public Holiday's that fall on a day that the Employee is not rostered to work. This clause 7.11(d) will only apply when the Public Holiday(s), as provided for in clause 7.11(a), which falls on any day between Monday and Friday.

e) Employees required to work on a Public Holiday will be afforded a minimum of 4 hours' work, or be paid as such.

f) It will be available for the Employer and a majority of the affected Employees to substitute a nominated Public Holiday for another day and the prescriptions of this clause 7.11 will apply to the substituted day.

PART 8 ADMINISTRATION

8.1 Income Protection

The Employer will maintain income protection insurance (sickness and injury) for Employees covered by this Agreement. The benefit will be provided by Chifley Financial Services Limited or another provider agreed between the parties. The cost to the Employer shall not exceed $156.00 per person per month initially and then shall increase by no more than 3.5% per annum from the dates applicable to increases to the Base Rate.

8.2 Payment of Wages

a) Payment will be by direct electronic funds transfer to the Employee's nominated financial institution account(s).

b) Employees are required to nominate to the Employer the account(s) at a bank or other financial institution at the time of engagement.

c) The pay week will be from Monday to Sunday, with wages being transferred to the Employees nominated financial institution on the following Thursday.

d) Where a payment falls on a public holiday, the Employer will make the payment in respect of Employees on the following working day.

e) All wage increases during the life of this Agreement will be made in accordance with Appendices A or B and will take effect from the first full pay period after the effective date.

f) Any overpayment of wages made to the Employee in error by the Employer will, by written agreement with the Employee, be deducted over a negotiated period (but not longer than six (6) weeks) and must be repaid while the Employee is employed by the Employer.

g) Employees will not unreasonably withhold consent for reimbursement of overpayment of wages.

8.3 Employee Representative

a) All parties to this Agreement acknowledge that employees have the right to representation by employee representatives in employment matters. The Company will not interfere in the selection of an employee representatives. Employee representatives have the right to be treated fairly and to perform their role without any discrimination in their employment.

b) The Employer acknowledges that Employees may choose to elect an employee as a representative(s) (who may or may not be a Union delegate). Such elected representative(s) will be allowed reasonable time during working hours to submit to the Employer matters affecting the Employees they represent. The Employee representative is required to perform productive work when not representing other Employees on the Project (that is, an Employee representative will not be a non-working shop steward). The Parties acknowledge that the benefits given under clause 8.3 and 8.4 apply only to the Employee representative appointed under this clause.

c) Employee representative(s) will, subject to approval by their Supervisor will be provided with reasonable time off with pay to:

i. Attend any court or industrial tribunal proceedings and associated meetings that relate to this Agreement;

ii. Consult with other Employees in relation to any matter arising out of this Agreement or in connection with their employment with the Employer. To avoid doubt, this clause 8.3 is not intended to confer rights on Employee representative(s) to perform similar functions of union officials, for the purpose of union officials avoiding right of entry requirements; and

iii. The Employee representative will be entitled to 5 days training leave per calendar year.

8.4 Employee Representative Facilities

a) The Employer shall allow an Employee representative appointed under clause 8.3 reasonable access to office resources when acting in the capacity of the Employee representative, for example:

i. A telephone;

ii. Access to a computer;

iii. A table and chairs

iv. A filing cabinet

v. Air conditioning/heating;

vi. Access to stationery and other administrative facilities, including use of email, (if available on site), following consultation between the Employee Representative and Site Management.

b) These resources will be available during working hours.

8.5 Compliance with Statutory Requirements

The Parties shall adhere to the requirements of all applicable Acts of Parliament of the Commonwealth and State and therefore comply with the relevant requirements of all those ordinances, regulations, by-laws, orders and proclamations made or Issued under any applicable Act.

8.6 Severability

a) It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the FW Act.

b) The severance of any term of this Agreement that is in whole, or in part, of no effect by virtue of the operation of s.253 of the FW Act will not be taken affect the binding force and effect of the remainder of the Agreement.

c) To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

8.7 Employee Awareness

Employees will be provided with a copy of this Agreement in their letter of offer and copies will be available on the Project.

8.8 Immigration Compliance

a) The Employer recognises its obligations in respect of compliance with applicable Australian immigration laws.

b) Prospective Employees may be required to complete an authority which authorises the Employer to obtain from the Department of Immigration and Citizenship, details of their immigration status.

c) No person, other than an Australian Citizen or Permanent Resident, will be employed by the Employer unless it is verified that they have the Right to Work in Australia.

PART 9 SIGNATORIES

Signed for and on behalf of CPB Contractors Pty Ltd, 520 Wickham St, Fortitude Valley QLD 4006.

I am authorised by CPB Contractors Pty Ltd to sign this agreement on its behalf.

By:

Name Vince Sanfilippo

Position General Manager

On 05/09/2019

[redacted]

Date *Signature*

In the presence of

Chris Butler

Name

[redacted]

Signature

Signed for and on behalf of The Australian Workers' Union, – Level 13, 333 Adelaide Street, Brisbane QLD 4000.

I am authorised by the rules of the Australian Workers' Union to sign this agreement on its behalf.

By:

Name Stephen Baker

Position Branch Secretary

On 05/09/2019

[redacted]

Date *Signature*

In the presence of

STACEY LEE SCHINNERL

Name

[redacted]

Signature

112296

Appendix A CLASSIFICATION STRUCTURE

Civil Worker Classifications

The Civil Worker (CW) classifications will apply to Employees performing work of the nature of Civil Construction who are engaged in the classifications set out below, and are employed to perform the works set out in clause 2.3 of this Agreement.

Determination of Classification for individual Employees:

1. The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Employer, regardless of that person's level of skill.
2. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.
3. Individual classification levels will only change where the primary task for which the individual is engaged changes.

	Indicative Classification	**From the first full pay period after Agreement approved Base Rate per hour**
CW1	New Entrant (an entry level with less than 12 months experience) General Labourer Stores Assistant	41.97
CW2	Skilled General Labourer Earthworks Trim Grade Checker Heavy Plant Spotter Concrete Gang Concrete Float Hand Paving Stringliner Store-person Yardperson Chainman	43.60
CW3	Elevated Work Platform Operator with Ticket Hoist Driver Concrete Finisher Form Setter Road Roller Operator under 12T Heavy Mobile Plant Operator (0-5T) Ticketed Dogman Steel fixer Ticketed Forklift Driver Ticketed Rigger/Scaffolder Telehandler (Up to 4.5T) Hiab Operator Shotcreter Shotcrete Crew	45.42
CW4	Concrete Line Pump Operator Road Roller Operator 12T and over Concrete Finisher Concrete Paving Spreader Non-certified Tradesperson	47.69
CW5	Trade Qualified Tradesperson Crane Operator (5-20T) Operators of: Tractor up to but not exceeding 48kw (65bhp), Skid Steer Excavator up to but not exceeding 48kw (65bhp),	49.89

	Indicative Classification	**From the first full pay period after Agreement approved Base Rate per hour**
	Dumper/Water Cart not exceeding 40T, Mobile Concrete Pump Boom, Forklift not exceeding 48kw, Shotcrete Placing Machine, Paver Gantry Crane Operator	
CW6	Heavy Mobile Plant Operator (>20T-60T) Operators of: Tractor 48kw up to but not exceeding 370kw, Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including:960, 966, 980, Dry Batch Plant, Pug Mill, Skid Steer Tractor from 48kw, Forklift from 48kw but not exceeding 220kw, Excavator not exceeding 3cubic metres, Dumper/Water Cart over 40T but not exceeding 100T, Dozer D8 without GPS, Compactor 825 without GPS, Graders 140,143,14,16 without GPS	52.15
CW7	Heavy Mobile Plant Operator (>60-100T) Operators of: Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer, Excavator from 3 cubic metres, Loader-Front End and Overhead from 370kw up to but not exceeding 450kw, Wet batch Plant, Scraper 651, Compactor 825 with GPS, Graders 140,143,14,16 with GPS, Dozer D8 with GPS	54.42
CW8	Heavy Mobile Plant Operator (>100T) Operators of: Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim, Scraper 637	56.70

Appendix B BASE RATES OF PAY

The Base Rates of pay for each classification will as prescribed in Appendix A, escalate from the first full pay period after the indicated escalation date as follows.

Classification	Commencement of Agreement	1/07/2020	1/07/2021	1/07/2022	1/07/2023
	rate per hour	rate per hour	rate per hour	rate per hour	rate per hour
CW1	41.97	43.44	44.96	46.53	48.16
CW2	43.60	45.13	46.71	48.34	50.03
CW3	45.42	47.01	48.66	50.36	52.12
CW4	47.69	49.36	51.09	52.87	54.73
CW5	49.89	51.64	53.44	55.31	57.25
CW6	52.15	53.98	55.86	57.82	59.84
CW7	54.42	56.32	58.30	60.34	62.45
CW8	56.70	58.68	60.74	62.86	65.06

Appendix C ALLOWANCES & CONTRIBUTIONS

Flat or All Purpose	Allowance/Contribution	Amount
Flat	**Daily Fares and Travelling Allowance**	$45.00
Flat	**Productivity Allowance (per hour worked)**	$8.00*
Flat	**People First Payment**	$55/week
Flat	**Leading Hand Allowance (per hour flat)**	
	- In charge of 2-5 persons	$1.65*
	- In charge of 6-10 persons	$2.10*
	- In charge of 11 plus persons	$2.79*
Flat	**First Aid Allowance (per day)**	
	- Senior First Aid	$4.15
	- Occupational First Aid	$6.55
Flat	**Overtime Meal Allowance**	$20.34*
All Purpose	Tradesperson Allowance	$1.50* p/hr
	Mech or Elec Tradesperson Allowance	$3.28* p/h
Flat		
N/A	**Shift Penalties**	
	Day Shift	Base Rate
	Afternoon Shift	Base Rate + 50%
	Night Shift	Base Rate + 50%
Flat	**Redundancy Contribution (per week)**	$175.00
N/A	**Superannuation (per week)**	9.5% or min $255 p/wk
Flat	**Income protection**	Employer cost $156 p/mth*
	*To be increased by 3.5% p/a on first pay period after 1 July each year	

Escalated allowances	Commencement of Agreement	1/07/2020	1/07/2021	1/07/2022	1/07/2023
Productivity (per hour worked)	8.00	8.28	8.57	8.87	9.18
Leading hand 2-5 (per hour flat)	1.65	1.71	1.77	1.83	1.89
Leading Hand 6-10 (per hour flat)	2.10	2.17	2.25	2.33	2.41
Leading Hand 11+ (per hour flat)	2.79	2.89	2.99	3.09	3.20
Overtime Meal	20.34	21.05	21.79	22.55	23.34
Tradesperson (per hour)	1.50	1.55	1.61	1.66	1.72
Mech or Elec tradesperson (per hour)	3.28	3.39	3.51	3.64	3.76
Income Protection (per month)	156.00	161.46	167.11	172.96	179.01

Appendix D APPRENTICES

Apprentices engaged directly by the Employer will be paid the following Rates of Pay:

Level	Percentage of Relevant Wage Rate of CW5
First Year of Apprenticeship	55%
Second Year of Apprenticeship	65%
Third Year of Apprenticeship	80%
Fourth Year of Apprenticeship	90%

Adult Apprentice Rates of Pay:

An Adult Apprentice is a person of 21 years of age or over at the time of entering into a contract of training in a specified trade.

Level	Percentage of Relevant Wage Rate of CW5
First Year of Apprenticeship	80%
Second Year of Apprenticeship	85%
Third Year of Apprenticeship	90%
Fourth Year of Apprenticeship	95%

Apprentices will have an entitlement to the following Allowances and contributions:

Productivity Allowance: The Employer will pay Fifty Percent (50%) Productivity Allowance prescribed at clause 5.4 for the first year of the apprenticeship. The Employer will pay one hundred Percent (100%) Productivity Allowance for the second and subsequent years of the employee's apprenticeship.

Daily Fares and Travelling Allowance: The Employer will pay the full daily fares and travelling allowances prescribed at clause 5.3.

Superannuation: The Employer will make Superannuation contribution as prescribed at Clause 5.10.

Ref: 3470-5748-3277, v. 1

IN THE FAIR WORK COMMISSION	*Fair Work Act 2009* (Cth) ("**FW Act**")
Matter number:	AG2019/3422
Employer:	CPB Contractors Pty Ltd (**Employer**)
Application:	Section 185 – Application for approval of a single enterprise agreement, namely the *CPB Contractors Pty Ltd – Cross River Rail Civil and Surface Works Enterprise Agreement 2019-2023* (**Agreement**)
Authorised representative:	Vince Sanfilippo General Manager, QLD & PNG

Undertaking - Section 190

For and on behalf of the Employer I, Vince Sanfilippo:

1. declare that I have:
   a. authority to give this undertaking on behalf of the Employer,
   b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
   a. At the beginning of clause 2.6 of the Agreement the following is to be included:
      "Where this Agreement includes terms that have the same effect as terms of the National Employment Standards (NES), or terms that are ancillary or supplementary to the NES, the Agreement terms operate subject to the same qualifications, limitations and exclusions as the relevant NES entitlement unless otherwise specified."
   b. At the beginning of clause 7.1 of the Agreement the following is to be included:
      "This clause of the Agreement will be read and be interpreted in conjunction with the definition of "shiftworker" in clause 38 of the Award

for the purposes of the National Employment Standards (NES). If there is any inconsistency between this clause and the NES, the more beneficial provision to an employee prevails."

Date signed:	24 September 2019
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Vince Sanfilippo
Signature:	[redacted]
Witness name:	Brad Collins
Witness signature:	[redacted]

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

CPB Contractors Pty Ltd
(AG2019/3447)

CPB CONTRACTORS PTY LTD CROSS RIVER RAIL - TUNNEL AND SHAFT GREENFIELDS AGREEMENT 2019-2023

Building, metal and civil construction industries

COMMISSIONER JOHNS SYDNEY, 16 OCTOBER 2019

Application for approval of the CPB Contractors Pty Ltd Cross River Rail - Tunnel and Shaft Greenfields Agreement 2019-2023.

[1] On 12 September 2019, an application was made for approval of an enterprise agreement known as the *CPB Contractors Pty Ltd Cross River Rail – Tunnel and Shaft Greenfields Agreement 2019-2023* (**Tunnel and Shaft Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**FW Act**). It has been made by CPB Contractors Pty Ltd (**CPB**). The Agreement is a greenfields agreement.

[2] The Tunnel and Shaft Agreement relates to work to be performed by CPB in relation to the Cross River Rail Project in South-East Queensland (**Project**). The Project is "Queensland's highest priority infrastructure project."[1] The Project is estimated to cost around $5.4 billion and generate 7,700 jobs during construction.

[3] Employment on the Project by CPB is awaiting approval of the Tunnel and Shaft Agreement.

[4] Given the importance of the Project, the Commission, as presently constituted:

a) expedited the approval process of the Tunnel and Shaft Agreement, and
b) issues this decision in advance of reasons for decision, which will follow in due course.

[5] Approval of the Tunnel and Shaft Agreement is opposed by the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, known as the Australian Manufacturing Workers' Union (**AMWU**), the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**) and

[1] Queensland Government Media release, 20 February 2018.

the Construction, Forestry, Maritime, Mining and Energy Union (**CFMMEU**) (together the **Intervening Unions**).

[6] Having considered:

a) the material contained in the application and accompanying statutory declarations filed by a representative of CPB and The Australian Workers' Union (**AWU**),
b) the material filed in the matter in compliance with the Directions I issued on 30 September 2019, including, without limitation, the materials filed by the Intervening Unions, and
c) the evidence received today,

I am satisfied that each of the requirements of ss.186 and 187 of the FW Act, as are relevant to this application for approval have been met, including, without limitation, that it is in the public interest to approve the Tunnel and Shaft Agreement.

[7] An undertaking has been given and this undertaking has become a term of the Tunnel and Shaft Agreement in accordance with s.191(2) of the FW Act. It is appended at **Annexure A**.

[8] Based on the statutory declaration provided by AWU and the materials filed by it in these proceedings, I am satisfied that the AWU, the employee organisation to be covered by the Tunnel and Shaft Agreement, is entitled to represent the industrial interests of a majority of employees who will be covered by the Tunnel and Shaft Agreement in relation to work that is to be performed under it.

[9] The Tunnel and Shaft Agreement is approved and, in accordance with s.54 of the FW Act, will operate from 23 October 2019. The nominal expiry date of the Tunnel and Shaft Agreement is 15 October 2023.

COMMISSIONER

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Annexure A

Ref: 3474-7848-6541, v. 1

IN THE FAIR WORK COMMISSION	*Fair Work Act 2009* (Cth) ("**FW Act**")
Matter number:	AG2019/3447
Employer:	CPB Contractors Pty Ltd (**Employer**)
Application:	Section 185 – Application for approval of a single enterprise agreement, namely the *CPB Contractors Pty Ltd – Cross River Rail Tunnel and Shaft Enterprise Agreement 2019-2023* (**Agreement**)
Authorised representative:	Vince Sanfilippo General Manager, QLD & PNG

Undertaking - Section 190

For and on behalf of the Employer I, Vince Sanfilippo:

1. declare that I have:
   a. authority to give this undertaking on behalf of the Employer,
   b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
   a. At the beginning of clause 2.6 of the Agreement the following is to be included:
      "Where this Agreement includes terms that have the same effect as terms of the National Employment Standards (NES), or terms that are ancillary or supplementary to the NES, the Agreement terms operate subject to the same qualifications, limitations and exclusions as the relevant NES entitlement unless otherwise specified."
   b. At the beginning of clause 7.1 of the Agreement the following is to be included:

CPB Contractors Pty Ltd ABN 98 000 893 667
Brisbane
Level 6, HQ South Tower, 520 Wickham Street Fortitude Valley QLD 4006 Australia. PO Box 1077 Fortitude Valley QLD 4006 Australia
T [redacted] cpbcon.com.au

"This clause of the Agreement will be read and be interpreted in conjunction with the definition of "shiftworker" in clause 38 of the Award for the purposes of the National Employment Standards (NES). If there is any inconsistency between this clause and the NES, the more beneficial provision to an employee prevails."

Date signed:	24 September 2019
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Vince Sanfilippo
Signature:	[redacted]
Witness name:	Brad Collins
Witness signature:	[redacted]

CPB Contractors Pty Ltd ABN 98 000 893 667

CPB CONTRACTORS PTY LTD - CROSS RIVER RAIL TUNNEL AND SHAFT GREENFIELDS AGREEMENT 2019 – 2023

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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PART 1 DEFINITIONS

In this Agreement the following definitions will apply:

"ACIRT" means the Australian Construction Industry Redundancy Trust.

"Afternoon Shift" means a shift starting at or after 12.00pm and before 8.00pm, unless agreed by the parties, on any days of the week.

"Agreement" means CPB Contractors Pty Ltd – Cross River Rail – Tunnel and Shaft Greenfields Agreement 2019 – 2023.

"Award" means the Building and Construction General On-Site Award 2010 (MA000020)

"All Purpose Rate" means the rate provided at Appendices A and B of this Agreement, plus any applicable all-purpose allowance as prescribed within this Agreement for ordinary hours.

"Authorised Paid Leave" shall mean where leave is authorised and paid for by the Employer.

"AWU or Union" means The Australian Workers' Union.

"Base Rate" means the Employee's base hourly rate of pay as set out at Appendices A and/or B of this Agreement.

"Building Code 2016" means the *Code for The Tendering and Performance of Building Work 2016,* enacted in accordance with the *Building and Construction Industry (Improving Productivity) Act 2016.*

"Broken Shift" means as prescribed at clause 6.3.6.

"Certificate" means any certificate provided by a recognised Registered Training Organisation provider that outlines competencies obtained.

"Client" means an organisation to which CPB Contractors is contracted to provide services.

"Consultative Committee" means the committee established in accordance with this Agreement.

"Continuous Shift Worker" means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each day, and works at least six (6) consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

"Day Shift" means a shift starting on or after 6.00am and before 12.00pm on any days of the week, as agreed by the parties. A Day Shift may commence prior to 6.00am for reasons including, but not limited to, an earlier commencement of shift during daylight saving.

"Day Worker" means an employee engaged to commence work at or after 6.00am and before 10.00am, Monday to Friday. A Day Worker may commence work prior 6.00am for reasons including, but not limited to, an earlier commencement of work during daylight savings. For the avoidance of doubt, a Day Worker is not a Shift Worker.

"Employee" means a person employed by the Employer who performs work covered by the scope of this Agreement and is engaged in one of the Classifications at Appendix A.

"Employer" means CPB Contractors Pty Ltd (ABN 98 000 893 667).

"FW Act" means the *Fair Work Act 2009* (Cth), as amended from time to time.

"FWC" means Fair Work Commission.

"Health and Safety Committee" means a committee established in accordance with the WH&S Act, or otherwise applicable OHS/WHS legislation.

"National Employment Standards" (NES) are minimum standards applying to employment conditions.

"Night Shift" means a shift starting at or after 8.00pm and before 6.00am, unless agreed between the parties, on any days of the week.

"Ordinary Hours" means the ordinary hours that the Employee is required to work, being 8 hours per day, Monday to Friday inclusive, and which will average 36 hours per week worked over a 4-week cycle. However, ordinary daily hours and/or shifts may be worked outside the span of hours contained herein (see clause 6.1b))

"Ordinary Time Earnings" is the amount of money an employee is paid for ordinary hours of work.

"Party" and "Parties" means as prescribed at clause 2.2 as the context may require.

"Project" means the new project to construct a 10.2 kilometre rail line from Dutton Park to Bowen Hills in Queensland, which includes 5.9 kilometres of twin tunnels under the Brisbane River and the Brisbane CBD, and associated works, known as the Cross River Rail Project.

"Shift Worker" means an Employee engaged to work continuously for five or more shifts on either Day Shift, Night Shift or Afternoon Shift.

"Tunnel Construction Works" means the works described in clause 2.3.

"WHS Act" means the *Work Health and Safety Act 2011* (QLD), *The Work Health and Safety Regulation 2011* (QLD), Rail Safety National Law (Queensland) Act 2017) or otherwise applicable WHS legislation.

"WHS" means Work, Health and Safety.

PART 2 APPLICATION OF AGREEMENT

2.1 Title

This Agreement will be known as the CPB Contractors Pty Ltd Cross River Rail – Tunnel and Shaft Greenfields Agreement 2019-2023 Agreement **("the Agreement").**

2.2 Parties Bound

In accordance with Section 182(3) of the Fair Work Act, the Agreement covers each of the following parties:

a) CPB Contractors Pty Ltd, ABN: 98 000 893 667 ("**the Employer**"); and

b) The Australian Workers' Union ("**the Union**"); and

c) All persons who are Employees as defined.

2.3 Scope & Application

This Agreement shall apply to Tunnel Construction Works performed by the Employees of the Employer on the Cross River Rail Project in the State of Queensland who are engaged in the classifications set out in Appendix A.

'Tunnel Construction Works' means:

a) Tunnel, shaft and station box excavation including temporary support;

b) Shaft and box operations for the purpose of servicing tunnel works;

c) Installation of permanent tunnel and cavern lining including all associated works

d) Tunnel excavation ancillary services (for example, electricians, plumbers, fitters, and any other mechanical, electrical and plumbing trades, who are engaged in relation to supporting the tunnel excavation and tunnel support works);

e) Operation of the onsite tunnel spoil sites, stores, yards and logistics services; and

f) Establishment of sites.

This Agreement will NOT apply to the following:

a) Any work covered by the CPB Contractors Pty Ltd - Cross River Rail – Civil and Surface Works Greenfields Agreement 2019-2023;

b) The mechanical and electrical permanent fit out of tunnels;

c) Supervisory or managerial personnel, engineers, technicians, surveyors;

d) Work on off-site infrastructure whether associated with the Project or not;

e) Security personnel;

f) Deliveries and removal of goods, material and equipment to and from the Project;

g) The offsite manufacturing or fabrication of goods, materials and equipment;

h) Offsite manufacturing or fabrications of material or supplies, including but not limited to all work performed at manufacturing facilities such as pre-cast concrete segments, structural steel, reinforcement cages, batch plants, other precast products and reinforcement fabrications;

i) Commissioning and operations;

j) Persons undertaking the installation of temporary buildings and related services;

k) Site office/amenities/crib maintenance & servicing personnel (e.g. cleaning, waste removal, repairs);

l) Traffic Controllers;

m) Warranty defects liability, repairs and/or maintenance work performed by or on behalf of the manufactures and/or distributors of goods, material or equipment provided to the Project; and

n) All work conducted on the Project relating to utilities.

2.4 Date and Period of Operation

This Agreement commences seven days after approval by the Fair Work Commission and will nominally expire four years after its approval date.

2.5 Objectives of Agreement

The provisions of this Agreement establish the relevant and necessary arrangements that are required for the successful and safe completion of the Project on time and within budget forecasts.

The fundamental objective of this Agreement is to create a framework consistent with the intent of the parties to each of the following goals:

a) Establishing effective consultative and communication processes – The parties are committed to maintaining a high standard of communication and consultation;

b) Positive Workplace Culture – The parties recognise the importance of a positive workplace culture to achieving Project objectives. In particular the parties are committed to a culture of co-operation, communication, mutual respect and shared goals;

c) Employee Development Legacy – The parties recognise the value of structured learning and development to project and industry success and to the job opportunities of all Employees and will accordingly co-ordinate, deliver and participate in such development. This will also be in support of the Employer's Skills & Employment priorities including:

   i. Maximising equitable employment, training and career development opportunities for all our communities – benefiting local people and valuing diversity in our workforce;

   ii. Building skills today for the workforce of tomorrow – inspiring and providing opportunities for young people to pursue and develop careers in construction and engineering, capturing future talent and ensuring a sustainable workforce for the future;

   iii. Developing our skills base – growing our capability and industry competitiveness through developing our workforce, delivering an enduring Queensland skills legacy.

d) To avoid industrial action by following at all times the agreed disputes resolution procedure, so as to maintain a dispute-free work site culture;

e) To encourage affirmative participation, the Employer will, where possible, strive to increase its employment of Indigenous and/or Torres Strait Islanders, Women and Apprentices; and

f) Legal & other Government and Client Requirements – The parties recognise the importance of adhering to all local, state and federal statutory requirements including, but not limited to:

i. the Fair Work Act,

ii. the Building Code 2016, or if it is replaced;

iii. any successor Code, and legislative, Government and Client obligations as amended from time to time.

2.6 Relationship to Other Awards and Agreements

a) The relevant Award for purposes of applying the better off overall test to this Agreement is the Building and Construction General On-Site Award 2010.

b) This Agreement will be read in conjunction with the NES.

c) Where the Agreement gives an Employee an entitlement that is the same as an entitlement under the NES:

i. Those terms operate in parallel with the Employee's NES Entitlement, but not so as to give the Employee a double benefit; and

ii. The provisions of the NES relating to the NES entitlement apply, as a minimum standard, to this Agreement entitlement.

2.7 No Extra Claims

The Parties covered by this Agreement intend and agree that this Agreement prescribes comprehensive terms and conditions of employment that are to apply for the duration of this Agreement.

It is a condition of this Agreement that the Parties Bound by this Agreement undertake not to:

a) Pursue any claims for additional benefits or obligations (whether or not known at the time the Parties entered into this Agreement). This includes but is not limited to any claims in excess of the provisions of this Agreement and/or claims relating to changes arising from award variations or decisions of a statutory body; and

b) Take industrial action in support of extra claims, award or over award, for the duration of this Agreement. For the avoidance of doubt, Employees and/or the Union will not engage in industrial action for the purpose of advancing any claims whatsoever, including any claims in excess of the provisions of this Agreement, or against the Employer in respect of the employment of Employees.

PART 3 CONDITIONS OF EMPLOYMENT

3.1 Continuous Operations

The Parties recognise that the underground excavation and construction activities on the Project present unique operational requirements that may require operations to continue without interruption.

Specifically, the Parties agree that continuous operations (twenty four hours a day, seven days a week) and work flow be maintained on the Project, including but not limited to the following area of activity;

a) Tunnelling operations both in rock and soft ground;

b) Critical concrete pours;

c) Operations involving traffic safety management;

d) Tunnel support activities (surface and underground) and the supply of materials to tunnel activities;

e) Spoil removal and spoil haulage activities to stockpiles;

f) Pumping and dewatering activities;

g) Work required to stabilise any excavation against collapse;

h) Any activity that may affect the operating integrity of plant that supports the areas of continuous operations listed above; and

i) In such cases, appropriate safe staffing of equipment will be required.

The parties agree that continuous operations in these areas referred to above will include continuing to operate in periods of inclement weather, provided that WHS requirements of this Agreement and relevant legislation are met.

Notwithstanding anything contained in this clause, the Employer will endeavour to establish roster(s) that promote a work-life balance culture and assist in limiting the causes of fatigue in the workplace.

3.2 Individual Flexibility Arrangement

a) The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement in relations to 1 or more of the following matters:

   i. Single day annual leave absences up to 12 per year;

   ii. Increase to parental leave; and

   iii. Increase to compassionate Leave.

b) The arrangement meets the genuine needs of the Employer and the Employee in relation to 1 or more of the matters mentioned in paragraph a) above; and

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

3.2.1 The Employer will ensure that the terms of the individual flexibility arrangement:

a) are about permitted matters under Section 172 of the Fair Work Act 2009; and

b) are not unlawful terms under Section 194 of the Fair Work Act 2009; and

c) result in the employee being better off overall than the employee would be if no arrangement was made.

3.2.2 The Employer must ensure that the individual flexibility agreement:

a) is in writing; and

b) includes the name of the Employer and Employee; and is signed by the Employer and Employee or a parent or guardian of the Employee if the Employee is under 18 years of age, and

c) includes details of:

i. the terms of the enterprise agreement that will be varied by the arrangement; and

ii. how the arrangement will vary the effect of the terms; and

iii. 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

d) states the day on which the arrangement commences.

3.2.3 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

3.2.4 The Employer or Employee may terminate the individual flexibility arrangement:

a) The agreement must not require the approval or consent of a person other than the Employer and Employee.

b) The agreement may be terminated:

i. by giving no more than 28 days written notice to the other party to the arrangement; or

ii. if the Employer and Employee agree in writing – at any time.

3.3 Consultation

This clause applies where the Employer:

a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on the Employees (see clauses 3.3.2 to 3.3.7 below); or

b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees (see clause 3.4 below).

3.3.1 The Employer must notify the affected Employees of the decision to introduce the major change 14 days prior to the major change taking effect.

3.3.2 The affected Employees may appoint a representative for the purposes of the procedure in this clause.

3.3.3 If the affected Employees appoint a representative for the purposes of consultation, and the Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

3.3.4 As soon as practicable after making its decision, the Employer must:

a) discuss with the affected Employees:

i. the introduction of the change;

ii. the effect the change is likely to have on the Employees; and

iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

b) for the purposes of the discussion provide, in writing, to the affected Employees:

i. all relevant information about the change including the nature of the change proposed; and

ii. information about the expected effects of the change on the Employees; and

iii. any other matters likely to affect the Employees.

3.3.5 The Employer is not required to disclose confidential or commercially sensitive information to the affected Employees.

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

If a term of this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the Project, the requirements set out in clauses 3.3.2, 3.3.3 and 3.3.4 are taken not to apply.

3.3.7 In this term, a major change is likely to have a significant effect on Employees if it results in:

a) the termination of the employment of the Employees; or

b) major change to the composition, operation or size of the Employer's workforce or to the skills required of their Employees;

c) the elimination or diminution of job opportunities (including the opportunities for promotion or tenure); or

d) the alteration of hours of work; or

e) the need to retrain Employees; or

f) the need to relocate Employees to another workplace; or

g) the restructuring of jobs.

Significant effects include potential termination of Employees. For avoidance of doubt, this does not limit or have the effect of limiting the right of the Employer to make decisions about redundancy, demobilisation or redeployment of Employees based on operational requirements.

3.4 Change to Regular Roster or Ordinary Hours of Work

The Employer must notify the affected Employees of the proposed change to the regular roster or ordinary hours of work of those Employees 14 days prior to the change taking effect.

The affected Employees may appoint a representative for the purposes of the procedures in this term.

If the affected Employees appoint a representative for the purposes of consultation, and the Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

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

a) Discuss with the affected Employees the introduction of the change;

b) For the purposes of the discussion – provide to the affected Employees:

   i. All relevant information about the change, including the nature of the change;

   ii. Information about what the Employer reasonably believes will be the effects of the change on the affected Employees; and

   iii. Information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

c) Invite the affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

3.5 Contract of Employment

a) Employees will be employed on a full-time, part-time, or casual basis.

b) At the time of their engagement, the Employer will inform each Employee of the terms of their engagement.

c) Part-time employment will be by Agreement between the Employer and the Employee. A part-time Employee will be an Employee who works fewer than 36 ordinary hours per week, and has reasonably predictable hours of work. For each ordinary hour worked, a part-time Employee will be paid no less than the Base Rate for the relevant classification, and pro-rata entitlements for those hours. The Employer will inform a part-time Employee of the ordinary hours of work and the starting and finishing times. Any hours worked by the part time employee in addition to the agreed ordinary hours will be paid at the appropriate overtime rate.

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

   i. That the Employee may work part-time;

   ii. The hours to be worked by the Employee, the days upon which the hours will be worked, and commencing times for the work (work performed outside of the agreed hours will be paid at applicable overtime rates);

   iii. The classification in Appendix A as relevant that applies to the work to be performed; and

   iv. The period of part-time employment.

e) The terms of a part-time agreement may be varied, in writing, by consent. A copy of the agreement and any variation to it will be provided to the Employee by the Employer.

f) A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular or systematic. When a person is engaged for casual employment the Employee will be informed in writing that the Employee is to be engaged as a casual, the job to be performed, the classification level and the relevant rate of pay.

g) A casual Employee will be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, paid personal/carer's leave, paid compassionate leave, redundancy and termination benefits or notice periods as contained in clause 3.7 of this Agreement.

h) On each occasion a casual Employee is required to attend work, the Employee will be entitled to payment for a minimum of 7.2 hours' work, plus the relevant travel allowance as provided for in clause 5.3 of this Agreement, as applicable.

i) An all-purpose casual loading of 25% will be paid. The casual loading is paid in lieu of annual leave, personal leave, other paid leave and public holidays not worked, as contained in this agreement. In calculating overtime payments for a casual Employee, the following will apply: base rate then 25% loading and then the relevant overtime rate/loading.

j) A casual employee, other than an irregular casual employee, who has been engaged for a sequence of periods of employment for 6 weeks may elect to convert to full time employment. The employer must not unreasonably refuse. The employer must give written notice to the employee within 4 weeks of the employee reaching the 6 weeks qualifying period of the terms of this clause.

k) A Full-time Employee is an Employee engaged for a minimum average of 36 ordinary hours per week plus any reasonable additional hours as required by the Employer.

3.6 Probation Period

a) The Employee's employment with the Employer will be subject to a three (3) months probationary period commencing from the date of commencement of employment. During which time, the suitability for the position will be assessed.

b) An Employee's employment may be terminated at any time during the probationary period by either party giving one week's notice of termination or at the Employer's sole discretion, payment of one week's notice in lieu.

3.7 Termination of Employment

Employment may be terminated by an Employee providing one weeks' notice or the Employer by giving the following notice:

Employee's Period of Continuous Service with the Employer	Actual Period of Notice required to be Provided
Not more than 1 year	1 weeks' notice
More than 1 year but not more than 3 years	2 weeks' notice
More than 3 years but not more than 5 years	3 weeks' notice
More than 5 years	4 weeks' notice

a) In addition to the notice set out above, an Employee over 45 years old at the time notice of termination is given who has completed at least two (2) years of

continuous service with the Employer, will be entitled to an additional one (1) weeks' notice.

b) The employer does not need to give notice of termination to Employees who are engaged for a specified task(s), or on a casual basis.

c) Following the giving of notice of termination by either party, the Employer may, at its absolute discretion, elect to pay the Employee an amount equal to the full rate of pay, due to the Employee for the remainder of the notice period as an alternative to requiring the Employee to work out the notice period.

d) Where an Employee resigns without giving the required one weeks' notice, or gives notice but leaves before the end of the notice period, the Employer may deduct payment for the notice period (or that part of the notice period not worked), from any money owed by the Employer.

e) Employees will only be entitled to payment up to and including their last day of attended work if the Employee has abandoned their employment.

f) Notwithstanding the notice provisions of this clause, the Employer retains the right to summarily terminate an Employee's employment without notice or pay in lieu of the notice for serious misconduct, in which case an Employee will only be entitled to be paid for the time worked up to dismissal.

g) For the purpose of this Agreement, serious misconduct includes, but is not limited to, any serious or persistent breach of this Agreement or the Employer's policies, dishonesty, fraud, theft, breach of serious safety procedures/policy/protocols, willful damage to Employer property, harming or threatening co-workers, breach of the Employer's alcohol and other drugs in the workplace policy, workplace smoking policy, gross negligence, unauthorised or prolonged absenteeism, or breach of the confidentiality requirements or other Employee obligations of this Agreement.

3.8 Notice of Absence

a) Employees have a responsibility to notify the Employer of any absences from work. Unless a provision of this Agreement or the FW Act states otherwise, an Employee who fails to attend work without a reasonable explanation, will not be paid for the actual time of such non-attendance.

b) This clause 3.8 applies where the Employer is unaware of the reasons for an Employee's absence or believes an Employee no longer wishes to work for the Employer. For the avoidance of doubt, the Employer will not take action against an Employee who is entitled to be on leave or absent under the NES or this Agreement.

c) If an Employee fails to attend work the Employer will attempt to contact the Employee. If the Employer is able to contact the Employee, the Employer will require the Employee to provide substantive justification for their absence. The Employer reserves the right to take disciplinary action where this explanation is not satisfactory.

d) Where the Employer is unable to communicate with an Employee, after having attempted to use all available methods to contact the Employee and provide them with an opportunity to give an explanation to the Employer for their absenteeism, the matter will be dealt with pursuant to clause 3.7.

3.9 Standing Down of Employees

a) Despite anything elsewhere contained in this Agreement, the Employer, in accordance with the FW Act, will have the right to stand down and not pay an Employee for any day (or part of a day) the Employee cannot be usefully employed because of industrial action.

b) Nothing in this clause will be taken to mean that payment, including leave payments, will be made for time engaged in industrial action.

c) If an Employee cannot do work due to any cause for which the Employer cannot reasonably be held responsible (for example geological conditions, breakdown of machinery or equipment for which the Employer cannot reasonably be held responsible) the Employer may take the following steps:

   i. The Employer will consult with affected Employees regarding the possibility of stand down, and

   ii. The Employer will take all reasonable steps to explore all possible options to ensure work continues.

   Once steps i and ii have been taken, the Employer has the right to stand down the Employee without pay.

3.10 Dispute Prevention and Settlement Procedure

a) A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Any dispute in relation to a work related, industrial matter or any matters arising out of the operation of the Agreement, incidental to the operation of the Agreement, the NES, including subsections 65(5) or 76(4) of the Fair Work Act shall be dealt with according to the following procedure:

   i. The circumstances that existed prior to the dispute or grievance or claim prevail, and work must continue as normal without detriment to any of the Parties.

   ii. All Employees have the right to appoint an employee representative (which may be a Party to this Agreement, the Employee Representative elected under clause 8.3 of this Agreement or anyone else of the Employee's choice) 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.

   iii. The Employer may appoint a representative of its choice in relation to a dispute.

   iv. 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 their representative, to the site 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 a representative.

C. If still not resolved, there may be discussions between the employee/s and their representative and senior representative of the Employer.

D. Should the matter remain unresolved, and all of the steps of this procedure have been exhausted the matter may be referred by either Party to this dispute to the FWC. The FWC may exercise conciliation in the first instance and if the conciliation is unsuccessful the FWC may exercise arbitration powers.

b) Any decision or outcome from the FWC must not be inconsistent with the Building Code 2016.

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

3.11 Counselling & Disciplinary Procedure

a) This procedure is to be followed for all disciplinary cases of unsatisfactory performance (includes absenteeism) or conduct, or for breach of procedures including, but not limited to safety, environmental, sexual harassment and workplace bullying.

b) At the request of the Employee, the Employee may choose to be represented at any stage of the counselling and disciplinary process by an employee representative of their choice.

c) While in most cases each step of the procedure will be followed in sequential order, in certain cases serious breaches of procedures may result in an Employee being dealt with immediately under Step 2 or Step 3 of this procedure.

d) This clause 3.11 does not take away the right of the Employer to dismiss an Employee without notice for serious misconduct (refer to clause 3.7(f) and (g)).

3.11.1 Step 1 – Verbal Warning/Counselling

Where the Employer has a first concern regarding the performance, attendance and/or conduct of an Employee, the following procedure will apply:

a) An explanation of the concern and the performance and/or conduct expectations of the Employer will be given;

b) The Employee will be given an opportunity to provide an explanation;

c) The Employer will consider this explanation and any relevant facts;

d) If the Employer considers that the Employee's explanation is not reasonable, the Employee will be reminded of this procedure and that this is the first warning. At that time the Employer will inform the Employee that failure to correct the performance and/or conduct, or any other problems with the Employee's Performance or conduct may lead to further warnings; and

e) The Employee under counselling will be made aware of the standards of improvement in performance and/or conduct that are to be made.

3.11.2 Step 2 – Written Warning/ Improved Performance

If the Employee fails to meet agreed standards of improvement in accordance with Step 1, or if the Employer has a second concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards or performance and/or conduct, this step (2) will be taken:

a) The Employer will explain its concern with the standards of performance and/or conduct of the Employee;

b) The Employee will be given an opportunity to provide an explanation;

c) The Employer will consider this explanation and any relevant facts;

d) If the Employer considers that the Employee's explanation is not reasonable, a written warning is to be given referring to the first warning (at Step 1) and the opportunity previously given for improvement. The written warning will inform the Employee that it is a final warning and that failure to meet the stated standards of improvement or any further instances or poor performance and/or conduct will lead to dismissal without further warning; and

e) The written warning will also provide feedback to the Employee on how to improve his/her performance and/or conduct.

3.11.3 Step 3 – Final Warning

If the Employee continues to not meet the standards in terms of performance and or the Employer's code of conduct, the Employee will be issued with a Final Warning. The written warning will inform the Employee that it is a final warning and that failure to meet the stated standards of improvement or any further instances or poor performance and/or conduct will lead to dismissal without further warning.

3.11.4 Step 4 – Dismissal

If the Employee has failed to meet reasonable agreed standards of improvement in relation to his/her performance, attendance and/or conduct, or if the Employer has a third concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards of performance and/or conduct, the following process will be taken:

a) The Employer will explain its concern with the Employee's performance and/or conduct;

b) The Employer will give the Employee an opportunity to provide an explanation;

c) The Employer will consider the explanation and any relevant facts; and

d) If the Employer considers that the Employee's explanation is not reasonable, notice of dismissal may be given by the Employer.

3.12 Consultative Committee

a) The Parties to this Agreement agree that effective consultation processes are essential for continuous workplace reform and that Employees will be appropriately consulted in respect of issues that impact on their employment conditions.

b) The Parties agree that a Consultative Committee will be established on the Project, and will normally comprise of equal numbers of management and employee representatives.

c) The Project Consultative Committee will deal with issues referred to them in relation to this Agreement. A meeting program for the Project Consultative Committee will be developed at the commencement of the Project.

d) The consultative committee will meet monthly or as agreed by the members of the committee. The chairperson will be responsible for issuing agendas and taking minutes.

e) The consultative committee's primary charter is to ensure good communication between the Parties concerning relevant issues that may affect the Project and the Employees, provided that the Employer is not required to disclose confidential or commercially sensitive information to relevant Employees.

f) Separate to the consultative committee process, clause 3.3 will apply and the Employer must consult with the Employees about major workplace changes that are likely to have a significant effect on the Employees.

g) The Employer will provide appropriate training to ensure that Project Consultative Committee members can participate in the consultative process.

3.13 Anti-Discrimination, Equal Employment Opportunity and Sexual Harassment

a) The Employer is committed to complying with its obligations under anti-discrimination legislation and preventing unlawful discrimination and harassment within the workplace.

b) The Parties to this Agreement have an obligation to comply with sex discrimination and anti-discrimination legislation. The Employer expects all Employees to comply with its policies and procedures including those dealing with harassment and discrimination in the workplace and the Project Work Rules.

c) Any breach of the Employer discrimination and harassment policies will be treated by the Employer as a very serious matter and depending on the circumstances, may result in dismissal.

PART 4 WORKPLACE HEALTH AND SAFETY

4.1 Safety Commitment

a) The Parties will comply with all the obligations arising under the prevailing and relevant Acts, Regulations, Code of Practice and the Employer's policies and procedures.

b) The Employer has a legal obligation to exercise due diligence to ensure that the business complies with all Workplace Health and Safety laws and regulations. This includes making sure that the business has and uses appropriate resources and processes to eliminate or minimise the risks of working with silica and silica containing products and other airborne toxic substances.

c) All Employees are required to contribute positively to Project safety, including raising concerns regarding safety with the Employer.

d) No Employee will be required to work in any unsafe area or situation. An employee or employees may cease, or refuse to carry out, work if they have a reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.

4.2 Project Inductions

a) At the commencement of their first working day on the Project, all Employees will attend a Project Induction that includes Project safety procedures. The inductions will be presented by an Employer representative. For the avoidance of doubt, union officials, delegates, or other representatives of a building association will not be permitted to attend, facilitate or administer induction processes.

b) The Employer will not allow any Employee engaged on the Project to commence work until they have demonstrated, to the Employer's satisfaction, a clear understanding of the issues raised during inductions.

c) Employees are required to provide a copy of their Construction Induction Certificate (e.g. White Card), before commencement, as evidence of general industry safety induction before undertaking the Project Induction.

4.3 Induction Training

All Employees will receive an induction on or before their commencement on the Project that details issues including:

a) Project Overview;

b) Building Code 2016;

c) Project Enterprise Agreement including; Parties, Scope and Application of the Agreement, DPSP, general terms and conditions of employment;

d) Relevant Workplace Health and Safety, Quality and Environmental Procedures and expectations;

e) Code of conduct and workplace behaviour expectations;

f) Project/Site layout;

g) Respectful interface with community and road users; and

h) Work procedures.

On the successful completion of the Project Induction training program, Employees will be issued with an identification card which they must carry at all times.

4.4 Health & Safety Committee

The Employer will establish a Health & Safety Committee on the Project as appropriate in accordance with the *Work Health and Safety Act 2011* and corresponding Regulations. All Health and Safety Committee members will undertake an agreed silica and airborne toxic substance awareness courses as appropriate.

4.4.1 Health and Safety Representatives

a) 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;

b) When requested, Health and Safety representatives and deputies will be elected in accordance with Part 5 Division 3 of the WHS Act 2011, for a determined and agreed work group of which the Employee is a member.

c) Parties covered by this Agreement recognise the important role of Health & Safety representatives. The HSRs have a key role in the early intervention in health and safety Issues under this Agreement.

d) A health & safety representative will be allowed reasonable paid time during working hours to attend to occupational health and safety matters affecting employees they represent.

4.5 Fitness for Duty

a) The parties to this Agreement are committed to providing a safe, healthy and productive work environment. As part of this ongoing commitment, Employees will be required to participate in tests for alcohol and other drugs as required during their deployment on site.

b) For safety reasons, Employees will need to be clean shaven while performing any work requiring a dust mask.

4.5.1 Alcohol and Other Drugs

a) The Parties to this Agreement are committed to creating and maintaining an environment where people recognise the health and safety risks of misusing alcohol and/or drugs in the workplace and community.

b) The Parties will comply with the requirements prescribed in applicable legislation, policies and procedures of the Employer, and site safety rules, in relation to alcohol and other drugs. These requirements will include, for example, alcohol and other drugs testing of Employees.

c) Employees who fail to comply with these requirements in relation to alcohol and other drugs (which may, depending on the circumstances, constitute serious and willful misconduct), will be subject to disciplinary action in accordance with clause 3.11 of this Agreement.

d) Employees bound by this Agreement who require assistance and support with alcohol and/or other drugs issues, will have access to the Employer's employee assistance program or any other similar support service.

4.5.2 Non-Smoking

a) In the interests of work health and safety, smoking areas will be identified. Where an area is not designated it will be automatically a non-smoking area. Employees will be required to comply with the Project's smoke-free workplace policy.

b) Employees found smoking in non-smoking areas will be subject to disciplinary action in accordance with clause 3.11 of this Agreement.

4.6 Safety Incident Procedure

a) No Employee will be required to work in any unsafe area or situation an employee or employees may cease, or refuse to carry out work if they have a reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.

b) This procedure will be in accordance with the WHS Act and corresponding Regulations. Parties will make all reasonable efforts to achieve a timely, final and effective resolution of the unsafe situation in accordance with this procedure.

c) Where an Employee becomes aware of an unsafe situation, the Employee must rectify the situation, if it is within their competence, is safe to do so and report the matter to management.

d) If a safety problem has been identified in a particular work area, the Work Area Health & Safety Representative will inspect the area with a management representative(s) and they will determine the appropriate action to be taken.

e) In the event Employees cease work due to a reasonable concern of an imminent risk to their health and safety will hold themselves available to be transferred elsewhere on the Project.

f) Work will cease only in areas immediately affected by a reasonable concern as to the existence of an imminent risk to health and safety.

g) Work in other areas will continue without interruption, and all Employees will remain available on site to carry out work in areas not immediately affected and/or to carry out rectification works.

h) Priority is to be given to safety rectification.

i) Should a safety dispute arise over whether one or more work areas are safe or not, the following procedure will apply:

   i. Where the situation cannot be rectified, immediate inspection of the affected area(s) will be carried out by Project Management and the Health & Safety representative(s);

   ii. As safety rectification work is agreed for any area, all Employees will immediately commence such rectification work;

   iii. Upon verification that such rectification has been completed, normal work will resume progressively in any area;

iv. Employees will not leave the Project site unless directed to do so by the Employer, relevant Government authority or Emergency Services officials such as Police, Fire or Ambulance officers

j) For the sake of clarity, WHS policies and procedures are not incorporated in this Agreement and can be amended by the Employer as required, for example in the event of the WHS Act and Regulations being replaced or amended.

4.7 PPE

4.7.1 Mandatory Equipment

a) Employees will be provided, on commencement of employment, with a safety helmet, safety gloves and eye protection/safety glasses that meet Australian Standards.

b) The safety helmet and other items of personal protective equipment provided must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way, including any other paraphernalia not approved by the Employer.

c) Employees will be required to wear such clothing or equipment at all times as directed and/or required by the Employer. Any breach of this provision will give rise to disciplinary action. Disciplinary action taken under this clause may include verbal or written warnings and/or termination of employment.

d) Safety footwear will be supplied upon the commencement of employment. Damaged and/or worn PPE will be replaced on a fair wear and tear basis, provided they are produced to the Employer for inspection.

4.7.2 Job Related Equipment

a) The Employer will provide all necessary safety protective clothing, equipment and materials for use on specific work tasks as follows:

i. Hearing protection e.g. ear plugs/muffs;

ii. Factor 30+ protective sunscreen;

iii. Eye protection, including, as approved by the Employer, prescription safety glasses or safety glasses that fit over prescription glasses, that meets Australian Standard;

iv. Safety gloves, that meets Australian Standard;

v. Safety boots (replaced as a result of fair wear and tear);

vi. Gumboots; (as required)

vii. Dust masks;

viii. Wet weather jacket; (as required)

ix. Safety vests;

x. Long trousers;

xi. Long Sleeve shirt.

4.1.1 Clothing

The Employer will provide Employees with the following items of clothing to be worn while at work, which will be replaced as a result of fair wear and tear, provided they are produced to the Employer for inspection.

A set of clothing will consist of:

a) Five pairs of long trousers; and

b) Five high visibility long sleeve shirts.

c) All Employees engaged on the Project between 1 May and 30 September will be issued with one (1) high visibility winter jacket or agreed equivalent. Winter jackets will be replaced on a fair wear and tear basis, provided it is produced to the Company for inspection.

The type of jacket issued to Employees will be determined by the nature of work performed to ensure that the jacket is not unsafe for the work performed by each Employee.

4.8 Inclement Weather

Inclement weather means the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees exposed thereto to continue working whilst the same prevail.

The Employer and Employees will develop and implement procedures to ensure that productive work continues whenever and wherever it is safe and reasonable to do so.

The Parties to this Agreement recognise that the nature of the work on this Project means that a significant amount of the work will be carried out under cover, therefore the exposure to inclement weather will be reduced considerably.

In order to improve this area of lost productivity the following will apply to all Employees:

a) Employees will accept transfer to an area or site not affected by inclement weather if useful work is available in that area or site, that work is within the scope of the Employees skill, competence and training, and the Employer provides, where necessary, transport;

b) The Employer and Employees agree to adopt measures that involve a reasonable approach as to what constitutes inclement weather, with particular consideration to the fact that a significant amount of the works on the Project will generally be under cover;

c) The Employer and Employees agree to the use of non-productive time arising from inclement weather for structured, relevant and meaningful training, skills enhancement and learning applications. Where this cannot be achieved, Employees will not unnecessarily be kept on site;

d) Non-productive time arising from inclement weather can be used for monthly Project briefings;

e) Non-productive time arising from inclement weather can also be used for safe work procedure briefings and discussion of major work activities;

f) The Employer and Employees acknowledge that in the case of operators of plant with enclosed cabins, work will continue, subject to compliance with safe working procedures;

g) The Employer and Employees are committed to an early resumption of work following any cessation of work which may arise from inclement weather;

h) The practice of 'one out all out' for inclement weather will not occur. Should a portion of the Project be affected by inclement weather, all other Employees not so affected will continue working in accordance with the appropriate Agreement provisions, regardless that some Employees may be entitled to cease work due to inclement weather;

i) All Employees must be available to clean up and dewater relevant work areas as directed by the Employer and/or the Health & Safety Committee following inclement weather, regardless of classification;

j) Critical Work in Rain – the Employer and Employees understand and accept that there may be occasions where certain critical work must be performed in the rain. Critical work includes but is not limited to: completion and protection of concrete pours, supply of material to site, spoil operations, critical shutdown activities, emergency work, any work required to ensure safety or environmental legal compliance;

k) Where an Employee is required and directed by the Employer to perform critical work in inclement weather, the following will apply:

   i. Such work will be conducted subject to appropriate safety procedures being in place;

   ii. Employees will be provided with wet weather gear, as appropriate;

   iii. Employees will be provided with safety equipment and respite to minimise the impact of work in the rain;

   iv. On completion of work in the rain and where it is expected that rain will cease in a timeframe where meaningful work can be undertaken:

      A. Employees may be provided with additional dry clothing to allow ordinary work to continue; or

      B. With the approval of the relevant area Superintendent, Employees who carry out critical work in the rain and who get wet as a result may be allowed to go home when critical work is completed.

l) Employees who are sent home with the approval of the Superintendent within their ordinary hours will only be paid their ordinary hours at the base rate of pay.

m) Employees who are sent home with the approval of the relevant area Superintendent after completing their ordinary hours but prior to the end of their normal rostered shift will be paid for actual hours worked.

n) Such critical work performed in inclement weather will be paid at the rate of double the Employee's base Rate.

4.9 Learning and Development

a) The Employer will provide structured training, development and assessment for new entrants to the industry to offset skills shortages and ensure career

progression opportunities are available, e.g. progression from new entrant to unskilled to semi-skilled to skilled, including developing individuals and teams in support of Project employment priorities.

b) The Employer will provide skills enhancement for Employees via a range of methods including but not limited to coaching, mentoring, exposure and competency based training model.

c) Training will be relevant and delivered in a suitable forum including Toolbox meetings and structured training programs. Where possible, training will result in a Nationally Recognised Statement of Attainment.

d) This Learning and Development program will provide Employees with industry wide recognised portable skills which will facilitate the development of their career path.

e) In line with the Employer's commitment to providing each employee with quality training to assist them in the performance of their functions on the Project, the Employer may schedule mandatory training for employees in accordance with this clause.

f) Employees required to attend training will be paid for the time spent training at the employee's Base Rate. Such training will be conducted during ordinary hours.

4.10 Traineeships

a) As part of its commitment to the long-term future of the industry, the Employer may engage Trainees. Trainees will be engaged in either a Certificate II traineeship or a Certificate III traineeship.

b) A Certificate II traineeship will consist of no less than 16 modules.

c) A Certificate III traineeship will consist of no less than 24 modules.

d) Trainees will be classified in the same manner as Employees in accordance with the classification structure in this Agreement and will be paid in accordance with the following table.

Traineeship	Level of Completion	Rate of Pay
Certificate II	Less than 12 months	75% of the relevant Base Rate
	12 months or more and satisfactory completion of required units of competency	85% of the relevant Base Rate
	On completion	Relevant Base Rate TW2
Certificate III	Less than 12 months	75% of the relevant Base Rate
	12 months but less than 24 months and satisfactory completion of required units of competency	85% of the relevant Base Rate
	24 months or more and satisfactory completion of required units of competency	95% of the relevant Base Rate
	On completion	Relevant Base Rate TW4

e) Where the Trainee was employed by the Employer immediately prior to entering into the traineeship, the Trainee will not suffer a reduction in pay by virtue of entering into a traineeship.

f) Trainees may undergo recognition of prior to learning (RPL) in order to satisfy competency requirements. Where this is the case, the Trainee will be deemed to have completed the relevant unit of competency on or after the date upon which

the Registered Training Organisation (RTO) deems the module to have been satisfied. A Trainee who is deemed to have completed units of competency by virtue of RPL will have the term of their traineeship reduced accordingly.

PART 5 CLASSIFICATION STRUCTURES, RATES OF PAY, ALLOWANCES AND OTHER ENTITLEMENTS DEFINITIONS

5.1 Classification Structures and Rates of Pay

a) At the commencement of employment, each Employee will be appointed by the Employer to a classification level based on skills, qualification and experience and in consideration of the substance of duties required to be carried out at the time of the Project. The skill-based classification structure is set out in Appendices A and B.

b) Employees will be required to perform such duties as are within the limits of the Employee's skill, competence and training, including work that is incidental or peripheral to the Employee's main function.

c) The Base Rates for each classification level are prescribed at Appendices A or B. The Base Rates and allowances in this Agreement are in compensation for, amongst other things, all disabilities and/or special skills and/or special rates associated with, or likely to be associated with the Project.

d) Apprentices engaged by the Employer will be paid in accordance with Appendix D.

e) The Base Rates under this Agreement will be adjusted only in accordance with Appendices A or B. All wage increases during the life of the Agreement will be made in accordance with Appendices A or B and will take effect from the first full pay period after the effective date.

5.2 Higher Duties

a) Where an Employee on any day is required and has agreed to perform duties of a higher Base Rate of pay than the Employee's ordinary classification, the Employee will be paid at the higher hourly Base Rate for the work so performed.

b) The Employee will be paid the higher hourly Base Rate for the entire day or shift if the Employee is required to work at that Base Rate for more than two hours. Otherwise, the Employee will be paid the higher Base Rate for the time so worked.

c) Following the completion of activities under the higher classification, the Employee will revert to the Base Rate that is applicable to their classification prior to undertaking the higher duties.

d) Notwithstanding the above, Employees who are being trained to operate plant or equipment which would otherwise attract a higher Base Rate, will not be paid at the higher Base Rate until they are assessed as being competent, and there is a position available at the classification that attracts the higher Base Rate. This clause will be utilised by the Employer for the purposes of bona fide training, and will not be used by the Employer to simply avoid payment to Employees at a classification which attracts a higher Base Rate. Any dispute arising in relation to this issue will be dealt with in accordance with clause 3.10.

5.3 Daily Fare and Travel Allowance

a) A daily fare and travel allowance of $45.00 will be paid to each Employee for each day or shift the Employee reports to work and actually worked (including all RDO's).

b) This allowance will be a flat amount and not included in the calculation of overtime, leave or any other loadings.

c) This travel allowance will be in compensation for, amongst other things, any travelling time or expenses including but not limited to parking fees incurred by Employees travelling to and from the Project, mobilisation and location. No other payments for travelling to and from work will be payable to any Employee.

d) Employees who are provided a work vehicle by the Employer to take home each night are not eligible for the daily travel allowance.

e) For clarity, an employee is not entitled to be paid this allowance in respect of any unworked Public Holidays, or when they are on any other type of leave of absence (whether paid or unpaid).

5.4 Productivity Payment

a) An Employee will receive a productivity payment of $8.00 for each productive hour worked, to provide incentive and in recognition of improved productivity performance during the operation of this Agreement.

b) For the avoidance of doubt, this allowance will be in lieu of any special rates or allowances included in any award or other industrial instrument other than for those provided for in this Agreement.

c) This productivity payment is a flat payment and will not be included in the calculation of overtime, leave or any shift or other loadings.

d) This productivity payment is not payable when Employees leave site due to inclement weather, or are on any type of leave, whether paid or not paid (e.g. annual leave, personal leave, jury duty, leave without pay, community service leave, parental leave or compassionate leave), or have been suspended with pay, or are absent for any other reason, including public holidays, absence due to a work-related injury, or are engaged in any form of industrial action.

5.5 People First Payment

The Project's success is built by our people. That is why we put our people first.

The people first payment is to better recognise and reward the Employees.

Each Employee covered by this Agreement will receive a payment of $55.00 per week or part thereof of service (including Authorised Paid Leave) on the Project which will be paid to employees when the service on the Project comes to an end other than on termination of Employment for serious misconduct.

The payment will form part of the Employee's final termination pay at the conclusion of their service on the Project in recognition of their contribution to the Project's success.

5.6 Leading Hand Allowance

a) An Employee appointed by the Employer to be in charge of other Employees will be paid in accordance with Appendix C. With specific responsibility of directing and/or supervising the work of other Employees. The Leading Hand allowance will be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

b) The numbers of workers assigned to each leading hand may increase or decrease according to the nature and type of tasks being performed.

5.7 First Aid Allowance

a) An Employee who is qualified to provide first aid and is appointed by the Employer to be a first aider will be paid a first aid allowance whilst the Employee maintains a current First Aid certificate.

b) The first aid allowance will be a flat amount and fixed for the life of the Agreement and will not be included in the calculation of overtime, leave or any shift or other loadings.

5.8 Overtime Meal Allowance

a) If an Employee is required to work more than two hours overtime after their ordinary hours of work, Monday to Friday, a payment of $20.34 for meals will be made.

b) In the circumstances where an Employee is required to work more than eight hours overtime on either Saturday or Sunday, a payment of $20.34 in lieu will be made.

c) This meal allowance will be a flat rate amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

5.9 Tradesperson Allowance

a) An Employee engaged as a Tradesperson as prescribed at Appendix A of this Agreement will receive an allowance of $1.50 per hour actually worked; this allowance will be classified as all-purpose. This allowance is inclusive of the tool allowance in Appendix C.

b) An Employee engaged as a Mechanical Electrical or Fabrication or Welder Tradesperson as prescribed at Appendix B or C of this Agreement will receive an allowance of $3.28 per hour per hour worked; this allowance will be classified as all-purpose. This allowance is inclusive of the tool allowance in Appendix C.

5.10 Electrician Licence Allowance

a) Where an Employee is engaged and is working as an Electrical Tradesperson, and where the Employee is required to hold an appropriate electrician's license, the Employee will receive a weekly allowance of $65.00 per week. This allowance is a flat amount, is not included in the calculation of overtime, leave, or any shift or other loadings and is fixed for the term of this Agreement. This allowance is inclusive of the tool allowance in Appendix C.

b) For the purpose of this allowance, an appropriate Electrician's License will be a QLD Electrician's License, or authorised license recognition from the QLD Department of Fair Trading.

c) This allowance is not applicable when Employees:

i. leave site due to inclement weather; or

ii. are on leave, whether or not that leave is paid (e.g., annual leave, personal leave, jury duty, leave without pay, long service leave, community service leave, parental leave or compassionate leave); or

iii. have been suspended with pay; or

iv. are on public holidays; or

v. are on leave due to a work-related injury; or

vi. are engaged in any form of industrial action.

5.11 Superannuation

a) The Employer will make superannuation contributions in accordance with the requirement under the *Superannuation Guarantee and Administration Act 1992* (Cth) into a superannuation fund nominated by the Employee calculated on *Ordinary Time Earnings* (*OTE*). The minimum employer contribution will be $255 per week or the minimum statutory contribution rate (currently 9.50% of *OTE)* and will remain for the duration of this Agreement unless amended by legislation.

b) Employees can choose either Australian Super or CBUS Industry Superannuation Scheme

c) Where an Employee does not nominate a superannuation fund, Cbus Superannuation Fund will be the default fund.

d) Employees can elect to "salary sacrifice" for additional superannuation contributions provided that:

i. the arrangement complies with the relevant legislation and Employer policy as amended from time to time;

ii. the Employee notifies the Employer of his or her election to salary sacrifice in writing prior to the wages and/or allowable entitlements being earned or accrued by the Employee;

iii. the superannuation fund is a complying superannuation fund; and

iv. the amount to be paid into the superannuation fund plus any balance of wage and/or allowable entitlements is equivalent to what the Employee would have been entitled to as wages and/or allowable entitlements under this Agreement.

e) Where an Employee elects the option of salary sacrificing some of their wages, there must be a signed agreement between the Employee and the Employer. This option must remain for a period of not less than six months, unless exceptional circumstances apply.

f) All superannuation contributions will be paid according to applicable fund requirements.

5.12 Redundancy

a) The Employer will make redundancy contributions for Employees covered by this Agreement to the ACIRT Redundancy Fund.

b) Contributions will be made on a pro rata basis for any partial week worked. An employee will accrue at the daily rate of $35 for each day worked during the week (limited to Monday – Friday).

c) Where an employee takes an unauthorised absence, the employee will not accrue redundancy entitlements for that day.

d) The Employer contribution to this Fund will be as per the following table:

Operative date	**Contribution per week per Employee**
Date of approval of the Agreement by the Fair Work Commission.	$175.00

e) The contributions will be paid monthly into ACIRT in accordance with the requirements of the Trust.

f) The payments under this clause are inclusive of any statutory entitlements an Employee may have to severance or redundancy payments.

PART 6 HOURS OF WORK, OVERTIME and RDO'S

6.1 Hours of Work

a) Subject to (b) the ordinary hours of work for Day Workers will be 8 hours per day, Monday to Friday between the hours of 6.00am and 6.00pm and will average 36 hours per week over a 4-week period, employees may also be required to work reasonable additional overtime hours.

b) In the majority of circumstances, the ordinary hours referred to in clause 6.1(a) will be worked between Monday to Friday, however in recognition of the nature of the Project, there may be a requirement for Day Workers to work ordinary hours outside the span of hours contained in clause 6.1(a). In these circumstances, it will be available to the Employer and affected Employees to agree to work an alternative arrangement of hours of work that provide an average of 36 hours a week over a nominated cycle. Weekends may be included in a nominated cycle. Ordinary hours worked on weekends will be paid at the appropriate penalty rate prescribed in this Agreement.

c) Start and finish location(s) and time(s) will be designed to support production and maximise equipment operating hours and maintenance time. These may be altered by the Employer to suit the needs of the Project, following consultation with the Employees affected or by the giving of 48 hours written notice by the Employer to the affected Employees concerned or by a lesser period in the case of an emergency.

d) Employees will be required to work reasonable weekend and non-weekend overtime when requested, as determined by the Employer, to meet the needs of the Employer's contractual requirements for completion of work on the Project.

e) Tool Box and Pre-Start meetings will generally be held prior to the commencement of travel and the commencement of each shift. Employees will be ready for work at the commencement of the Tool Box or Pre-Start meetings which will be paid at the Employee's Base Rate, and forms part of the Employee's ordinary hours.

f) Employees who are working as part of the excavation and support team will commence and cease their ordinary hours of work at the tunnel face or the place within the tunnel where their work duties are located from time to time. In circumstances where this place is located not at the place where the Employee's Pre-Start meeting is held, the Employee will be paid Travel Time in accordance with clause 6.8 of this agreement, which does not form part of the Employee's ordinary hours.

6.2 Day Workers

Day Work is where an Employee is rostered to work ordinary hours of work between the hours of 6.00am and 6.00pm Monday to Friday. Day Workers may also be rostered to work ordinary hours of work on a weekend where agreed under clause 6.1(b).

6.2.1 Weekdays

a) Day Workers will be paid their relevant Base Rate and relevant allowances for the ordinary hours worked on a weekday.

b) Overtime will be paid at one and a half times the relevant Base Rate for the first 2 hours and double the Base Rate for all time thereafter.

6.2.2 Saturday

a) Day Workers will be paid one and a half times the Base Rate for the first 2 hours of overtime worked on a Saturday and double the relevant ordinary Base Rate thereafter.

b) A Day Worker required to work on a Saturday will be paid a minimum of four hours' work at the appropriate rates.

6.2.3 Sunday

a) All ordinary and overtime hours worked by Day Workers on a Sunday will be paid at double the Base Rate.

b) A Day Worker required to work on a Sunday will be paid a minimum of four hours' work at the appropriate rate.

6.2.4 Meal and Rest Breaks

a) For each shift or day where a minimum of 8 ordinary hours are worked, Day Workers will take an unpaid 30-minute meal break within 6 hours of commencement. For Day Workers, this meal break is not counted as time worked.

b) There will be one daily paid rest break of 20 minutes' duration to be taken at a time that suits the operational requirements of the Project.

c) Day Workers will take a 30-minute paid meal break in excess of 8 hours worked after commencement on a Saturday and Sunday.

d) Day Workers will receive a paid 20-minute break after the conclusion of 2 hours overtime following ordinary hours provided the Employee is to continue overtime. The Employee is further entitled to paid 20-minute breaks at the conclusion of every 4 hours overtime.

e) Day Workers will receive a paid 20-minute break after the first 4 hours of overtime work on the weekend. If the overtime continues beyond a further four hours after taking of the break, the employee will receive an additional paid 20-minute break.

f) The times of taking the breaks will be agreed between the Employer and majority of Employees affected.

6.2.5 Deferment and Staggering of Meal or Rest breaks

a) It may be necessary for the Employer to defer a meal or rest break to enable the completion of the task at hand in a timely manner. The deferment for the meal or rest break by up to one hour will be permissible. If a meal break is deferred for more than an hour, the Employee will be paid double the Base Rate for the duration of the deferment which is in excess of one hour and until the completion of the meal break.

b) Meal or rest breaks may be staggered between individual Employees to allow operations to continue without interruption.

6.3 Shift Workers

6.3.1 Weekdays

a) Shift Workers will be paid the following rates for ordinary hours worked on a weekday:

i. Day Shift – Base Rate;

ii. Afternoon Shift – Base Rate plus 50% of the Base Rate; and

iii. Night Shift – Base Rate plus 50% of the Base Rate.

b) All time worked in excess of an Employee's ordinary hours, Monday to Friday, will be paid at double the relevant Base Rate. Where an Employee is engaged on shift work and the shift roster includes a regular overtime shift (weekdays or weekends), attendance at the additional shift is considered mandatory.

c) The ordinary hours of both afternoon and night shift will be 8 hours daily inclusive of meal breaks.

6.3.2 Weekends

a) All hours worked by Shift Workers on weekends will be paid at double the relevant Base Rate (subject to clauses (b) and (c) below).

b) An Afternoon Shift commencing at or after 6.00pm on a Sunday and a Night Shift commencing at or after 10.00pm on a Sunday will be paid as a weekday Afternoon or Night Shift and not as weekend.

c) Where a Shift Worker is working under a 5 day shift pattern from Monday to Friday, and the 5th shift in that pattern is an Afternoon Shift or Night Shift that commences on the Friday but ends on the Saturday, the Shift Worker will be paid for that 5th shift as a weekday Afternoon Shift or Night Shift, and not as a weekend.

d) Under no circumstances will an Employee be entitled to shift loading pursuant to this clause and overtime rates at the same time. For clarity, an Employee will receive either the relevant shift loading, or the overtime rate prescribed in this Agreement, but not both.

6.3.3 Meal and Rest Breaks

a) Unless otherwise agreed between a section or sections of Employees, Shift Workers will take a 30-minute meal break at no later than six hours after the commencement of each shift. For Shift Workers, the meal break will be counted as time worked when on shift work.

b) There will be one daily paid rest break of 20 minutes' duration to be taken at a time that suits the operational requirements of the Project. The times of taking the breaks will be agreed between the Employer and the majority of Employees affected.

6.3.4 Deferment and Staggering of Meal or Rest Breaks

a) It may be necessary for the Employer to defer a meal or rest break to enable the completion of the task at hand in a timely manner. The deferment of the meal or rest break by up to one hour will be permissible. If a meal break is deferred for more than one hour, the Employee will be paid double the relevant ordinary Base Rate for the duration of the deferment which is in excess of one hour until the completion of the meal break.

b) Meal or rest breaks may be staggered between individual Employees to allow operations to continue without interruption.

6.3.5 Notice

The Employer will give relevant Employees at least 48 hours' notice that they will need to commence shift work. Except in the case of emergencies or where there is a machinery breakdown, Employees will be given 48 hours' notice of variation to their shift roster.

6.3.6 Broken Shifts

a) Where an Employee receives less than 48 hours' notice and the shift continues for less than 5 consecutive days, the Employee is considered to be working a broken shift.

b) In the case of broken shifts (a shift that departs from the Employee's established shift roster) (i.e. does not fall within the definition of Shift Work in this Agreement – see definition of Shift Worker"), the Employee will receive the overtime rate for Day Workers on weekdays as prescribed at clause 6.2.1(b) for the duration of the broken shifts.

6.4 Recall

a) An Employee recalled to work overtime after leaving the Project (whether notified before or after leaving the Project) will be paid for a minimum of 4 hours' work at the appropriate rate for each time the Employee is recalled.

b) Except in the case of unforeseen circumstances arising, an Employee so recalled will not be required to work the full 4 hours if the jobs the Employee was recalled to perform is completed within a shorter period.

c) Employees will receive the appropriate overtime rate including an entitlement to an additional payment for Daily Fares and Travel allowance for that day.

6.5 Rest period after Overtime

a) An Employee who works so much Overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day and has not had at least 10 consecutive hours off duty between these times will, subject to this clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

b) If, on the instructions of the Employer, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee will be paid double time until he/or she is released from duty for a ten-hour rest period.

c) The provisions of this clause will apply in the case of Employees on shift work who rotate from one shift to another as if 8 hours were substituted for ten hours if overtime is worked:

i. For the purpose of changing shift rosters; or

ii. Where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or

iii. Where a shift is worked by arrangement between the Employer and Employee.

d) Except as provided for in this clause, the Employer may require any Employee to work reasonable overtime.

6.6 Cancellation of Weekend Overtime

a) In circumstances, including but not limited to, plant failure, actual or forecast inclement weather, or cancelled material delivery, the Employer may cancel planned weekend overtime. The Employer will endeavour to notify affected Employees of weekend overtime cancellation by lunchtime on Fridays. However, the Employer reserves the right, in exceptional circumstances, to notify Employees of weekend overtime cancellation by no later than normal finishing time on Fridays. This will include posting of the notice of cancellation of weekend overtime on the noticeboard.

b) Equally, Employees through circumstances may find themselves unable to fulfil their commitment to attend the Project for planned weekend overtime. Such Employees will notify the Employer before the planned finishing time on Friday, with reasonable consideration given to exceptional circumstances of any late notification.

6.7 Work Throughs

a) Work throughs under this clause (6.7) are where Employees are directed by the Employer at the commencement of their shift/work day to maintain operations to keep equipment and/or plant running to facilitate work flows, and as such, are unable to take their normal scheduled meal breaks, at their crib room/amenities.

b) Work crews, when directed by the Employer, will work through normal scheduled meal breaks, provided that each of these Employees are entitled to pause for a reasonable time to refresh themselves. A reasonable break for the purposes of this clause will be generally a minimum of 20 minutes duration and taken when appropriate, at the location of the work operation.

c) In recognition of this work pattern, when Employees are required to maintain operations under this clause, they will receive an additional one (1) hours pay, accruing every four (4) hour block after the normal meal break time, paid at double time. This payment is in lieu of the normal scheduled meal breaks and ability to take such a break at their crib room/amenities. This will not apply where Employees have their meal breaks rescheduled in accordance with this Agreement.

6.8 Travel Time

a) Employees who are required to commence work at the tunnel face will be entitled to be paid Travel Time between their designated assembly area and the place where their work duties are located from time to time, in accordance with the following provisions:

i. Prior to the commencement of their shift/work day, Employees must attend at their designated assembly area (as prescribed in clause 6.8(f) below), for Pre-Start and travel to the place where their work duties are located from time to time, in sufficient time to start their shift/work day at their scheduled commencement time;

ii. At the conclusion of their shift/work day, Employees must attend at the place where their work duties are located from time to time, for travel back to their designated assembly area;

iii. Actual required travel time for each Employee to and from their designated assembly area and the place where their work duties are located from time to time may change with the requirements of the Project, and will be frequently monitored by the Employer. Subject to compliance with clauses 6.8 (a)(i)(ii) above, Employees will be paid travel time specified in clause 6.8(g) up to a maximum of 30 minutes per shift/work day (i.e., paid for both inbound and outbound travel, not cumulative each way);

b) Payment for this time is at the Employees Base Rate (excluding Productivity Allowance and any other allowances).

c) On completion of their shift/work day, Employees will be paid for the time specified in clause 6.8(g) measured as the distance on return from the pick-up point at the tunnel face to the designated drop-off point.

d) Meetings may be held between Employees and their Supervisor during travel to and from the designated assembly area and the place where their work duties are located from time to time, to discuss operational issues.

e) For the avoidance of doubt, Travel Time under this clause does not form part of an Employee's shift/work day and accordingly, is not used in calculating overtime, leave, or any other shift loadings or penalties.

f) For the purposes of this clause, 'designated assembly area' is an area (or areas), nominated by the Employer that Employees are required to attend prior to the commencement of their shift/work day, for travel to the place where their work duties are located from time to time.

g) For the purposes of clause 6.8(a)(i) and clause 6.8(c), Travel Time will be paid as follows:

Distance between Designated Assembly Area and place where work duties are located from time to time	**Total Time Paid at Base Rate (per shift / work day)**
Up to and including 2km	10 minutes
More than 2km and up to and including 4km	20 minutes
More than 4km	30 minutes

6.9 Rostered Days Off

a) For each ordinary day or shift worked, 0.8 of an hour's pay will accrue towards payment for a Rostered Day Off ("RDO").

b) It is the intention of this Agreement that there will be 6 scheduled RDO's observed for each year of this Agreement. Requirements of the Project and the program will determine the work roster and/or shift roster. There will be requirements to adjust RDO's (including any scheduled RDO's) during the life of the Project to meet the needs and program of the Project.

c) In the event that there is a requirement for work to be carried out on scheduled RDO's the Employer will, in advance of this requirement, notify, consult and reach agreement with effected Employees to perform this work. Agreement to perform this work will not be unreasonably withheld by an affected Employee.

d) To allow greater continuity of operation, the Employer and Employees may also agree to move or bank RDOs when such entitlement is due.

e) The Employer is committed to encouraging all Employees to take their accrued RDO's on a regular basis during the Project to maintain a satisfactory work/life balance.

f) It is the Employer's intention to have regular communication regarding the Project and the scheduling of RDO's.

g) Where an Employee does not have sufficient RDO hours accrued at the time of a scheduled RDO, the Employee may elect to take annual leave.

h) The following is agreed in respect of RDO's:

   i. If an RDO is moved or banked, the Employer will not be required to pay overtime rates for any RDO worked in these circumstances;

   ii. Where the Employee terminates employment before any moved or banked RDO is taken, the moved or banked RDO will be paid at the Employee's relevant and applicable Base Rate at the time of termination;

   iii. RDO's do not accrue while Employees are on unpaid or unauthorised leave or while taking RDOs

   iv. Payment on an RDO will include the daily fares and travel and relevant accrued allowances.

PART 7 LEAVE ENTITLEMENTS

7.1 Annual Leave

a) An Employee will accrue progressively during the year paid annual leave at the rate of 4 weeks (for each 12-month period of continuous service). Annual leave is paid based on 36 hours per week at the Base Rate paid to the Employee immediately prior to the leave plus a loading of 17.5% (plus Leading Hand allowance if applicable). For the period, if any, that an Employee is engaged as a Shift Worker for the purposes of the National Employment Standards as defined by this Agreement, they will be entitled to a pro-rata accrual of 5 weeks (maximum) of annual leave per annum.

b) An Employee who would have received shift loadings prescribed by this Agreement had they not been on Annual Leave, will forgo the Annual Leave loading and will be entitled to the higher shift loadings.

c) The loading prescribed in 7.1(a) or (b), will apply to accrued but untaken annual leave on lawful termination.

d) The period of annual leave will be exclusive of any public holiday that occurs during the period.

e) The Employer may direct Employees to take accrued annual leave on one month's notice, the Employer will generally close down the Project for one or more weeks over the Christmas – New Year period and in these cases, Employees will generally be required to ensure that they have sufficient Annual Leave remaining to enable them to take leave for the period of the shutdown. In the event that they do not have Annual Leave or RDO accruals, the Employee may be required to take Leave Without Pay for such period, or a combination of Annual Leave, RDO and Leave Without Pay.

f) Unless otherwise agreed, one month's notice of the start of annual leave will be given by Employees. Annual leave may be taken in any combination of days or weeks agreed between the Employer and the Employee.

g) An Employee going on leave will be paid their wages in accordance with the normal pay cycle unless alternative arrangements have been agreed to with the Employer before the leave is taken.

h) Where an Employee has exhausted Annual Leave entitlements, leave without pay may be considered by the Employer and approval of such leave will be at the Employer's sole discretion. The Employee must make a formal request in writing providing a valid reason for such a request. If leave without pay is granted to the Employee, the Employee will not accrue any entitlements for the duration of leave without pay.

i) Accrued annual leave is paid out on termination of employment.

7.2 Personal/Carer's Leave

a) Employees will be entitled to accrue ten (10) days paid personal/carer's leave (including sick leave) per annum, based on the Employee's base rate of pay, in accordance with the FW Act.

b) Paid personal/carer's leave accrues progressively during the year.

c) An Employee will not be entitled to be paid personal/carer's leave for more ordinary hours than the Employee would have worked on the day.

d) Sick Leave is not paid while an employee is receiving Workers' Compensation.

e) Personal/carer's leave will be paid at the Employee's Base Rate for ordinary hours that the Employee would have worked on that day. To be paid personal/carer's leave, the employee must meet the following requirements:

i. Have accrued personal/carer's leave;

ii. Notify their Supervisor of the absence as soon as possible and no later than four hours from the Employee's start time. If the Employee fails to notify their Supervisor as soon as practicable (and not later than four hours from the Employee's start time), without good cause, this will constitute unauthorised unpaid leave. Such occurrence may commence counselling in accordance with the procedure set out in clause 3.11.

iii. Advise the Employer how long the absence on personal leave is likely to be;

iv. Produce evidence to the Employer of the illness or injury or the need to use personal leave, provided that where an Employee is absent on personal leave for two consecutive days or more or on more than two single day absences in any year, evidence satisfactory to the Employer will mean a medical certificate from a registered Health Practitioner or Statutory Declaration stating the nature of the illness and the period the Employee will be unable to work.

f) Personal/carer's leave will accumulate from year to year.

g) Accrued, but untaken, personal/carer's leave is paid out on redundancy or at the completion of the Project. Where an Employee is terminated in accordance with clause 3.7 (f) and (g) payment for unused personal/carer's leave will not occur.

h) An Employee will be granted paid personal/carer's leave up to the limit of their accrued entitlement, subject to this clause 7.2.

i) On each occasion that an Employee takes carer's leave, the Employee must provide the Employer with a medical certificate from a registered Health Practitioner or complete a Statutory Declaration stating that the Employee, or an immediate family or household member for whom the Employee was caring, was or is unwell and that the Employee was unable to attend for work on that occasion. This requirement may be modified at the Employer's sole discretion. In the case of an unexpected emergency, proof may be required in a form determined by the Employer.

7.2.1 Unpaid Carer's Leave

a) Employees are entitled to a period of up to two (2) days unpaid carer's leave for each occasion that an immediate family member or other member of the Employee's household requires care and support because of an illness, injury or unexpected emergency and the Employee has exhausted all of their paid personal/carer's leave. The Employer will consider an individual Employee's circumstances in respect of requests for any further unpaid carer's leave.

b) The Employee will provide notice to the Employer as soon as reasonably practicable. The Employer may require an Employee to provide to the Employer in accordance with the National Employment Standards documentary evidence confirming the need to take such leave.

7.2.2 Absenteeism

If an Employee is taking personal/carer's leave such that there is an indication of a pattern of regular and/or excessive absenteeism, the Employer may commence counselling in accordance with the procedure set out in clause 3.11.

7.3 Compassionate Leave

a) Employees will be entitled to Compassionate Leave in accordance with the FW Act.

b) An Employee will be entitled to a period of two (2) days paid Compassionate Leave for each occasion when a member of the Employee's immediate family or a member of the Employee's immediate household contracts or develops a personal illness that poses a serious threat to his/her life; or sustains a personal injury that poses a serious threat to his/her life; or dies.

c) The Employee will provide notice to the Employer as soon as reasonably practicable.

d) The Employer may require an Employee to provide to the Employer, in accordance with the FW Act documentary evidence confirming the need to take such leave.

e) The Employer, at its sole discretion, may grant up to ten working days of unpaid leave in accordance with this clause.

7.4 Parental Leave

Employees will be entitled to Parental Leave in accordance with applicable legislation (e.g., the FW Act, and the *Paid Parental Leave Act 2010* (Cth)).

7.5 Jury Service

a) An Employee called for jury service during ordinary hours will be reimbursed by the Employer by an amount equal to the difference between the amount paid by the Court and the amount of Base Rate the Employee would have received for the ordinary hours expended at the Court, for a maximum of 10 days. For the avoidance of doubt, entitlement and eligibility for payment for jury duty service will be strictly in accordance with the prevailing legislation.

b) The Employee will notify the Employer as soon as practicable, of the date upon which the Employee is required to attend for jury service.

c) The Employee will provide the Employer with proof of attendance, duration of attendance and amount received.

7.6 Long Service Leave

The Employer will register each Employee in the QLeave scheme for the duration of the Employee's period of employment on the Project.

7.7 Requests for Flexible Working Arrangements

An Employee, who is an Employee who has worked with the Employer for at least 12 months, and falls within one of the categories of Employees who can request flexible working arrangements, in accordance with the provisions of the FW Act, may submit a

request to the Employer for a change in working arrangements, in accordance with these provisions, as amended from time to time.

7.8 Community Service Leave

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

7.9 Family & Domestic Violence Leave

a) Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful. Family member means:

   i. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or

   ii. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

   iii. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee. Any reference to a spouse or de facto partner in the definition of family member includes a former spouse or de facto partner.

b) An Employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

   i. the leave is available in full at the start of each 12 month period of the Employee's employment; and

   ii. the leave does not accumulate from year to year; and

   iii. is available in full to part-time and casual Employees.

c) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

d) The Employer and Employee may agree that the Employee can take additional unpaid leave to deal with family and domestic violence should the Employee exceed the 10 days.

7.10 Taking Paid Leave

An Employee may take paid leave to deal with family and domestic violence if the Employee:

a) is experiencing family and domestic violence; and

b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

7.11 Public Holidays

a) All Employees will be entitled to the following Public Holidays without deduction of ordinary time earnings:

i. New Year's Day;

ii. Australia Day;

iii. Good Friday;

iv. Easter Saturday;

v. Easter Sunday

vi. Easter Monday;

vii. Anzac Day;

viii. Labour Day;

ix. Exhibition Holiday;

x. Queen's Birthday;

xi. Christmas Day;

xii. Boxing Day; or

xiii. Any other day, or part day, declared or prescribed by or under a law 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 Fair Work Regulations 2009 (Cth) from counting as a Public Holiday.

b) A Day Worker required to work on a Public Holiday nominated herein will be paid at the rate of double time and a half of their base rate of pay for all time so worked. For clarity, the double time and a half payment is in lieu of any applicable shift loadings.

c) A Shift Worker on Afternoon Shift or Night Shift rostered to work on a Public Holiday nominated herein will be paid at the rate of double time and a half of their base rate of pay for all time so worked. For clarity, the double time and a half payment is in lieu of any applicable shift loadings.

d) Shift Worker(s) (excluding casuals) will be paid their ordinary time earnings for a Public Holiday they are rostered to work but are not required to work. This also includes payment for Public Holidays that fall on a day that the Employee is not rostered to work. This clause 7.11(d) will only apply when the Public Holiday(s), as provided for in clause 7.11(a), which falls on any day between Monday and Friday.

e) Employees required to work on a Public Holiday will be afforded a minimum of 4 hours' work, or be paid as such.

f) It will be available for the Employer and a majority of the affected Employees to substitute a nominated Public Holiday for another day and the prescriptions of this clause 7.11 will apply to the substituted day.

PART 8 ADMINISTRATION

8.1 Income Protection

The Employer will maintain income protection insurance (sickness and injury) for Employees covered by this Agreement. The benefit will be provided by Chifley Financial Services Limited or another provider agreed between the parties. The cost to the Employer shall not exceed $156.00 per person per month initially and then shall increase by no more than 3.5% per annum on 1 July.

8.2 Payment of Wages

a) Payment will be by direct electronic funds transfer to the Employee's nominated financial institution account(s).

b) Employees are required to nominate to the Employer the account(s) at a bank or other financial institution at the time of engagement.

c) The pay week will be from Monday to Sunday, with wages being transferred to the Employees nominated financial institution on the following Thursday.

d) Where a payment falls on a public holiday, the Employer will make the payment in respect of Employees on the following working day.

e) All wage increases during the life of this Agreement will be made in accordance with Appendices A or B and will take effect from the first full pay period after the effective date.

f) Any overpayment of wages made to the Employee in error by the Employer will, by written agreement with the Employee, be deducted over a negotiated period (but not longer than six (6) weeks) and must be repaid while the Employee is employed by the Employer.

g) Employees will not unreasonably withhold consent for reimbursement of overpayment of wages.

8.3 Employee Representative

a) All parties to this Agreement acknowledge that Employees have the right to representation by employee representatives in employment matters. The Company will not interfere in the selection of an employee representatives. Employee representatives have the right to be treated fairly and to perform their role without any discrimination in their employment.

b) The Employer acknowledges that Employees may choose to elect an employee as a representative(s) (who may or may not be a Union delegate). Such elected representative(s) will be allowed reasonable time during working hours to submit to the Employer matters affecting the Employees they represent. The Employee representative is required to perform productive work when not representing other Employees on the Project (that is, an Employee representative will not be a non-working shop steward). The Parties acknowledge that the benefits given under clause 8.3 and 8.4 apply only to the Employee representative appointed under this clause.

c) Employee representative(s) will, subject to approval by their Supervisor will be provided with reasonable time off with pay to:

i. Attend any court or industrial tribunal proceedings and associated meetings that relate to this Agreement;

ii. Consult with other Employees in relation to any matter arising out of this Agreement or in connection with their employment with the Employer. To avoid doubt, this clause 8.3 is not intended to confer rights on Employee representative(s) to perform similar functions of union officials, for the purpose of union officials avoiding right of entry requirements; and

iii. The Employee will be entitled to 5 days training leave per calendar year.

8.4 Employee Representative Facilities

a) The Employer shall allow an Employee Representative appointed under clause 8.3 reasonable access to office resources when acting in the capacity of the Employee Representative, for example:

i. A telephone;

ii. Access to a computer;

iii. A table and chairs

iv. A filing cabinet

v. Air conditioning/heating;

vi. Access to stationery and other administrative facilities, including use of email, (if available on site), following consultation between the Employee Representative and Site Management.

b) These resources will be available during working hours.

8.5 Compliance with Statutory Requirements

The Parties shall adhere to the requirements of all applicable Acts of Parliament of the Commonwealth and State and therefore comply with the relevant requirements of all those ordinances, regulations, by-laws, orders and proclamations made or Issued under any Act.

8.6 Severability

a) It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the FW Act.

b) The severance of any term of this Agreement that is in whole, or in part, of no effect by virtue of the operation of s.253 of the FW Act will not be taken affect the binding force and effect of the remainder of the Agreement.

c) To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

8.7 Employee Awareness

Employees will be provided with a copy of this Agreement in their letter of offer and copies will be available on the Project.

8.8 Immigration Compliance

a) The Employer recognises its obligations in respect of compliance with Australian immigration laws.

b) Prospective Employees may be required to complete an authority which authorises the Employer to obtain from the Department of Immigration and Citizenship, details of their immigration status.

c) No person, other than an Australian Citizen or Permanent Resident, will be employed by the Employer unless it is verified that they have the Right to Work in Australia.

PART 9 SIGNATORIES

Signed for and on behalf of CPB Contractors Pty Ltd, 520 Wickham St, Fortitude Valley QLD 4006

I am authorised by CPB Contractors Pty Ltd to sign this agreement on its behalf.

By:

Name Vince Sanfilippo

Position General Manager Queensland and PNG

On 05/09/2019

Date *Signature* [redacted]

In the presence of

Chris Butler

Name *Signature* [redacted]

Signed for and on behalf of The Australian Workers' Union, – Level 13, 333 Adelaide Street, Brisbane QLD 4000

I am authorised by the rules of the Australian Workers' Union to sign this agreement on its behalf.

By:

Name Stephen Baker

Position Branch Secretary

On 05/09/2019

Date *Signature* [redacted]

In the presence of

STACEY LEE SCHINNERL

Name *Signature* [redacted]

112296

Appendix A CLASSIFICATION STRUCTURE

The Tunnel Worker ("TW") classification will apply to Employees performing Tunnel Works who are engaged in the classifications set out below.

The Base Rates will increase by 3.5% per annum each subsequent year, as set out in Appendix B.

Determination of Classification for individual Employees

a) The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Employer, regardless of level of skill.

b) This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.

c) Individual classification levels will only change where the primary task for which the individual is engaged changes.

	Indicative Classifications	**From the first full pay period after Agreement approved Base Rate per hour**
TW1	- New Entrant (an entry level with less than 12 months experience) - General Labourer associated with tunnel excavation works - Dump Truck Operator – in training - Water Treatment Plant Operator - Hoist Driver - Storeperson	**43.60**
TW2	- Yardperson - Form worker - Steel Fixer - Dogman - Dumper Driver - Tunneller Class 2*	**45.42**
TW3	- Gantry Crane Operator - Loader/Excavator Operator - Locomotive Driver - Service Vehicle Operator - Tunneller Class 1**	**47.69**
TW4	- Shotcreter - Rock Bolter - Jumbo Operator - Shot Firer - Ring Builder - Mechanical or Electrical or Boilermaker Tradesperson with <12 months experience in tunnelling	**49.89**
TW5	- Experienced tunnelling Mechanical or Electrical or Boilermaker Tradesperson# - Road header Operator - TBM Operator	**52.15**
TW6	- Special Class Mechanical and/or Electrical Tradesperson##	**54.42**

****Tunneller 1**

An experienced Tunneller familiar in the operation of hydraulic and/or electrical equipment; replacement of ground engaging tools for the road header; lifting and placement devices and other mucking equipment, concrete pumping equipment, and grouting equipment. Able to operate excavator with/without rock breaker, forklifts, skid-steer loader, concrete agitator, vehicle loading crane (Hiab), tele-handler, hoists, dump trucks, grout pumps & mixers, loaders, trucks, rock drilling machines, shotcreting (in training) and rock bolting equipment (in training), gantry cranes and road headers and TBM (in training). Able to operate a wide range of equipment (excluding mobile cranes) and able to undertake minor concrete works associated with the tunnel excavation temporary and permanent works. Able to work with a shotfirer for blasting in the tunnel.

\#\#Special Class M&E Tradesperson – *reclassified only at discretion of M&E Superintendent in conjunction with Site Superintendent, Project Manager and the Employee Relations Manager.*

A Special Class Tradesperson: Works at a higher skills level than that of a TW5 Employee; Exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than a TW5 Employee; May hold dual trade (mechanical & electrical).

Works on equipment or machinery which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof; works on equipment or machinery which utilise complex electrical/electronic circuitry and controls; works on instruments which make up a complex control system which utilises some combination of electrical/electronic mechanical or fluid power principles; working on complex or intricate interconnected electrical circuits at a level above a TW5.

For the avoidance of doubt, the Employee must satisfy all the requirements above to be classified as a TW6 classification. A tradesperson not meeting the requirements of this clause

\#Mechanical or Electrical Tradesperson

A Mechanical or Electrical Tradesperson is engaged to specifically perform work associated with tunnel or shaft excavation, and/or the installation of temporary or permanent tunnel supports and lining, and/or tunnel excavation ancillary services (for example, electricians, plumbers, fitters, and any other mechanical and electrical trades, who are engaged in relation to tunnel or shaft excavation and support works), on the Project. For clarification, a Mechanical or Electrical Tradesperson is not engaged to carry out work on the permanent mechanical and electrical fit out of the tunnel.

***Tunneller 2** – *a period of 6 months is required to be spent in this role prior to being eligible to progress to Tunneller Class 1. Reclassification is subject to the Employee passing a competency assessment and a Tunneller Class 1 position being available. There is no requirement for the Employer to automatically reclassify a Tunneller Class 2 after 6 months. Note an experienced construction worker may be eligible for accelerated transition to Tunneller 1 subject to being deemed competent.*

A Tunneller 2 is engaged underground in the work of assisting Tunneller Class 1; able to operate dump trucks; undertake the general duties of a member of a bull gang; carry out general excavation operations including minor concrete works associated with the tunnel excavation permanent and temporary works. A Tunneller Class 2 is able to operate pieces of normal tunnelling equipment.

Appendix B BASE RATES OF PAY

The Base Rates of pay for each classification will as prescribed in Appendix A, escalate from the first full pay period after the indicated escalation date as follows.

Classification	Commencement of Agreement	1/07/2020	1/07/2021	1/07/2022	1/07/2023
	rate per hour	rate per hour	rate per hour	rate per hour	rate per hour
TW1	43.60	45.13	46.71	48.34	50.03
TW2	45.42	47.01	48.66	50.36	52.12
TW3	47.69	49.36	51.09	52.87	54.73
TW4	49.89	51.64	53.44	55.31	57.25
TW5	52.15	53.98	55.86	57.82	59.84
TW6	54.42	56.32	58.30	60.34	62.45

Appendix C ALLOWANCES & CONTRIBUTIONS

Flat or All Purpose	Allowance/Contribution	Amount
Flat	**Daily Fares and Travelling Allowance**	$45.00
Flat	**Productivity Allowance (per hour worked)**	$8.00*
Flat	**People First Payment**	$55/week
Flat	**Leading Hand Allowance (per hour flat)**	
	- In charge of 2-5 persons	$1.65*
	- In charge of 6-10 persons	$2.10*
	- In charge of 11 plus persons	$2.79*
Flat	**First Aid Allowance (per day)**	
	- Senior First Aid	$4.15
	- Occupational First Aid	$6.55
Flat	**Overtime Meal Allowance**	$20.34*
All Purpose	Tradesperson Allowance	$1.50* p/hr
	Mech or Elec Tradesperson Allowance	$3.28* p/h
Flat	Electricians License	$65 p/wk
N/A	**Shift Penalties**	
	Day Shift	Base Rate
	Afternoon Shift	Base Rate + 50%
	Night Shift	Base Rate + 50%
Flat	**Redundancy Contribution (per week)**	$175.00
N/A	**Superannuation (per week)**	9.5% or min $255 p/wk
Flat	**Income protection**	Employer cost $156 p/mth*
	* To be increased by 3.5% p/a on first pay period after 1 July each year	

Escalated Allowances	Commencement of Agreement	1/07/2020	1/07/2021	1/07/2022	1/07/2023
Productivity (per hour worked)	8.00	8.28	8.57	8.87	9.18
Leading hand 2-5 (p/h flat)	1.65	1.71	1.77	1.83	1.89
Leading Hand 6-10 (p/h flat)	2.10	2.17	2.25	2.33	2.41
Leading Hand 11+ (p/h flat)	2.79	2.89	2.99	3.09	3.20
Overtime Meal	20.34	21.05	21.79	22.55	23.34
Tradesperson (per hour)	1.50	1.55	1.61	1.66	1.72
Mech or Elec tradesperson (per hour)	3.28	3.39	3.51	3.64	3.76
Income Protection (per month)	156.00	161.46	167.11	172.96	179.01

Appendix D APPRENTICES

Apprentices engaged directly by the Employer will be paid the following Rates of Pay:

Level	Percentage of Relevant Wage Rate of TW4
First Year of Apprenticeship	55%
Second Year of Apprenticeship	65%
Third Year of Apprenticeship	80%
Fourth Year of Apprenticeship	90%

Adult Apprentice Rates of Pay:

An Adult Apprentice is a person of 21 years of age or over at the time of entering into a contract of training in a specified trade.

Level	Percentage of Relevant Wage Rate of TW4
First Year of Apprenticeship	80%
Second Year of Apprenticeship	85%
Third Year of Apprenticeship	90%
Fourth Year of Apprenticeship	95%

Apprentices will have an entitlement to the following Allowances and contributions:

Productivity Allowance: The Employer will pay Fifty Percent (50%) Productivity Allowance prescribed at clause 5.4 for the first year of the apprenticeship. The Employer will pay one hundred Percent (100%) Productivity Allowance for the second and subsequent years of the employee's apprenticeship.

Daily Fares and Travelling Allowance: The Employer will pay the full daily fares and travelling allowances prescribed at clause 5.3.

Superannuation: The Employer will make Superannuation contribution as prescribed at Clause 5.11.

Ref: 3474-7848-6541, v. 1

IN THE FAIR WORK COMMISSION	*Fair Work Act 2009* (Cth) ("**FW Act**")
Matter number:	AG2019/3447
Employer:	CPB Contractors Pty Ltd (**Employer**)
Application:	Section 185 – Application for approval of a single enterprise agreement, namely the *CPB Contractors Pty Ltd – Cross River Rail Tunnel and Shaft Enterprise Agreement 2019-2023* (**Agreement**)
Authorised representative:	Vince Sanfilippo, General Manager, QLD & PNG

Undertaking - Section 190

For and on behalf of the Employer I, Vince Sanfilippo:

1. declare that I have:
   a. authority to give this undertaking on behalf of the Employer,
   b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
   a. At the beginning of clause 2.6 of the Agreement the following is to be included:
      "Where this Agreement includes terms that have the same effect as terms of the National Employment Standards (NES), or terms that are ancillary or supplementary to the NES, the Agreement terms operate subject to the same qualifications, limitations and exclusions as the relevant NES entitlement unless otherwise specified."
   b. At the beginning of clause 7.1 of the Agreement the following is to be included:

"This clause of the Agreement will be read and be interpreted in conjunction with the definition of "shiftworker" in clause 38 of the Award for the purposes of the National Employment Standards (NES). If there is any inconsistency between this clause and the NES, the more beneficial provision to an employee prevails."

Date signed:	24 September 2019
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Vince Sanfilippo
Signature:	[redacted]
Witness name:	Brad Collins
Witness signature:	[redacted]

DECISION

Fair Work Act 2009
s.185 - Application for approval of a greenfields agreement

Cross Yarra Partnership
(AG2018/6291)

MELBOURNE METRO TUNNEL AND STATIONS PROJECT GREENFIELDS AGREEMENT 2018 – 2022

Building, metal and civil construction industries

COMMISSIONER LEE MELBOURNE, 22 NOVEMBER 2018

Melbourne Metro Tunnel and Stations Project Greenfields Agreement 2018 – 2022.

[1] An application has been made for approval of a greenfields agreement known as the *Melbourne Metro Tunnel and Stations Project Greenfields Agreement 2018 – 2022*. (the Agreement). The application was made by Cross Yarra Partnership pursuant to s.185 of the *Fair Work Act 2009* (Act).

[2] This is a greenfields agreement that meets the requirements of section 172(2)(b) of the Act. I am satisfied that each of the requirements of ss.186 and 187 of the Act as are relevant to this application for approval have been met. In accordance with s.187(5)(a) of the Act, I am satisfied that The Australian Workers' Union and Construction, Forestry, Mining and Energy Union are entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[3] Pursuant to s.53(2)(b) of the Act I note the Agreement was made with The Australian Workers' Union and Construction, Forestry, Mining and Energy Union and that the Agreement covers these organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 November 2018. The nominal expiry date of the Agreement is 31 October 2022.

COMMISSIONER

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Cross Yarra Partnership

Melbourne Metro Tunnel and Stations Project Greenfields Agreement 2018 – 2022

Outline

This Greenfields Agreement shall be known as the *Melbourne Metro Tunnel and Stations Project Greenfields Agreement 2018 – 2022.*

This Greenfields Agreement is in two divisions:

a. *Melbourne Metro Tunnel and Stations Project Construction Work Agreement;* (the Construction Work Agreement); *and*
b. *Melbourne Metro Tunnel and Stations Project Tunnelling Work Agreement* (the Tunnelling Work Agreement).

Each of the Construction Work Agreement and the Tunnelling Work Agreement has different scope and application such that:

(i) while an Employee may be offered employment on the basis that they may from time to time be covered by each of the divisions depending on the work to be performed by the Employee, only one of the Construction Work Agreement or the Tunnelling Work Agreement can apply to an Employee at any one-point in time – not both; and

(ii) while an Employee may be required from time to time to transfer between each of those divisions by CYP by notice in writing, there will be no double-dipping and no Employee will be entitled to receive any of the terms and conditions from both of the Construction Work Agreement and the Tunnelling Work Agreement at the same time or for the same work.

For the avoidance of doubt, this Outline forms part of the Agreement.

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Clause 1. Introduction

1.1. Title

1.1.1 This is the *Melbourne Metro Tunnel and Stations Project Construction Work Agreement* ("the Construction Work Agreement").

Clause 2. Coverage and Scope

2.1. Coverage

2.1.1. The Construction Work Agreement will apply to and cover:

a) Each of Lendlease Engineering Pty Ltd, John Holland Pty Ltd and Bouygues Construction Australia Pty Ltd severally but not jointly as separate single interest employers within the meaning of section 172(5) of the Fair Work Act 2009 (Cth) (a "CYP employer") when each employs (individually but not jointly) Employees in the name of The Cross Yarra Partnership Design and Construct Joint Venture ("CYP").

b) The Construction, Forestry, Maritime, Mining and Energy Union (Construction and General Division) (the "CFMMEU").

c) The Australian Workers' Union (the "AWU").

d) All persons employed by a CYP employer in the name of CYP who are engaged in classifications prescribed in Appendix A of the Construction Work Agreement on the Project, within the scope set out in clause 2.2 of the Construction Work Agreement ("the Employees").

2.1.2. To avoid doubt, despite the making of this Agreement by each of the CYP employers as a single interest joint venture enterprise and the engagement of Employees in the name of CYP, the employment of an Employee will be with one CYP employer only (unless expressly engaged separately by two or more of the employers in separate employment relationships) and nothing in this Agreement can be taken to expressly or impliedly create a joint employment relationship between an Employee and any or all of the CYP employer parties together.

2.2. Scope and Application

2.2.1. Subject to clause 2.2.2, the works on the Project that fall within the scope of the Construction Work Agreement are the:

a) surface works;

b) station box excavation and temporary support works; and

c) in situ structures within the stations.

2.2.2. The Construction Work Agreement does not cover or apply to:

a) Personnel carrying out work not covered by classifications contained in the Construction Work Agreement such as administrative, supervisory (including forepersons) or managerial personnel, engineers, technicians, surveyors, paramedics, nursing or medical support personnel.

b) Employees to whom the *Melbourne Metro Tunnel and Stations Project Tunnelling Work Agreement* ("the Tunnelling Work Agreement") covers or applies.

c) Persons engaged in the transportation or delivery of material and/or equipment to and/or from the Project.

d) Personnel engaged in work on off-site infrastructure, whether associated with the Project or not.

e) Personnel employed by any subcontractor, specialist contractor and/or supplier.

f) Personnel engaged in off-site manufacturing or fabrication of goods, materials or equipment.

g) Warranty, defects liability, repair and/or maintenance work performed by or on behalf of the manufacturers and/or distributors of goods, material or equipment provided to the Project.

h) Public security personnel i.e. employees whose main responsibility is to manage the safety of public / pedestrians and to ensure that access / egress points to the Project are not impeded. This exclusion shall not apply to personnel whose main responsibility is to manage vehicles e.g. cars and trucks.

2.3. Relationship to Awards, Agreements and Other Documents

2.3.1. Subject to clause 2.3.2, the Award is incorporated into and forms part of this Agreement.

2.3.2. Terms of the Award are not incorporated and will have no operation/application to the extent that:

a) the terms of the Award deal with a subject matter which is also dealt with by the terms of this document that subject matter will be regulated expressly by the terms of this document to the exclusion of any Award term(s) also dealing with that subject matter; or

b) the Award term offends any Codes or Regulations, including the Building Code 2013, the Building and Construction Industry (Improving Productivity) Act 2016 and the Code for Tendering and Performance of Building Work 2016.

2.4. Commencement and Termination

2.4.1. The *Melbourne Metro Tunnel and Stations Project Greenfields Agreement 2018 – 2022* shall operate from seven (7) days after approval by the FWC with a nominal expiry date of 31 October 2022. The Agreement will continue to operate after its nominal expiry date unless it is replaced by another enterprise agreement or terminated in accordance with the Fair Work Act 2009 (Cth).

2.5. Basis of the Agreement

2.5.1. The Construction Work Agreement is part of a Greenfields agreement. Where the Construction Work Agreement covers and applies to the parties, no other awards or agreement of any kind will apply other than where expressly prescribed in the remainder of the Agreement.

2.6. Definitions

Agreement	means either the Melbourne Metro Tunnel and Stations Project Greenfields Agreement 2018 – 2022 or the Melbourne Metro Tunnel and Stations Project Construction Work Agreement, as the context dictates.
Award	means the Building and Construction General On-site Award 2010 as amended from time to time.
Cbus	means the Construction and Building Unions Superannuation Scheme.
Continuous Service	means the period of service of an Employee notwithstanding the Employee's absence from work for any of the following reasons: • annual leave, personal leave or parental leave; • illness or accident up to a maximum of four (4) weeks after the expiration of paid sick leave; • any other authorised unpaid leave up to a maximum of four weeks; • 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 three (3) months in any qualifying period; • long service leave; and • any reason satisfactory to CYP, provided the Employee has informed CYP within 24 hours of the time when the Employee was due to attend for work, or as soon as practicable thereafter, of the reason for the absence and probable duration.
Continuous Shiftworker	for the purpose only of the additional week of annual leave provided by the NES, a Continuous Shiftworker means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six (6) consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of CYP) and who is regularly rostered to work those shifts.
CPI Increase	means the All Groups Melbourne CPI.

Critical Works	includes all construction work on the Project that is required to continue unimpeded. These works are: • any work supporting or necessary for Tunnelling Operations in the excavation of shafts; • any work supporting or necessary for Tunnelling Operations in the mining of the tunnel and caverns; • any work supporting or necessary for track occupation i.e. occupation of a defined section of train or tram line, to carry out inspections, repairs, maintenance, up-grade work, improvements, additions or any other works which could interfere with services on the network; or • any work supporting or necessary for significant temporary construction activity including but not limited to road/lane closures, pedestrian access closures, public transport access, beam lifts, concrete pours, asphalt or crushed rock placement, traffic switches or utility relocations. Employees will be consulted and advised about the Critical Works they will be performing at the commencement of a shift or day.
Emergency Work	means a sudden, unexpected, or impending situation that may cause injury, loss of life, damage to property, and/or interference with the normal operating services of the Project which therefore, requires immediate attention and remedial action.
FWC	means the Fair Work Commission.
Health and Safety Representative	means a member of a designated work group elected under applicable health and safety legislation to represent the designated work group on matters relating to work health and safety.
NES	means the National Employment Standards prescribed by the Fair Work Act 2009 (Cth).
Project	means the following works on the Melbourne Metro Tunnel Project – Tunnel and Stations Public Private Partnership (PPP) contracted to CYP: • design and construction of twin nine (9)-kilometre rail tunnels from Kensington to South Yarra; and • building five (5) new underground stations at Arden, Parkville, CBD South, CBD North and Domain.
VEVO	means the Department of Immigration Border Protection, Visa Entitlement Verification Online system.

Clause 3. Objectives and Commitments

3.1. Objectives and Commitments

3.1.1. The objectives of the Construction Work Agreement are:

a) to promote fair, cooperative and productive workplace relations;

b) to promote workplace reform;

c) to provide a detailed set of agreed employment benefits, conditions, rights and obligations;

d) to establish practices that support clause 3.1.1.a) above;

e) to support the implementation of highest possible levels of health and safety practices, procedures and training;

f) to ensure that fair and equitable employment practices are applied in the workplace;

g) to improve efficiency in the workplace;

h) to provide for the establishment and observance of an effective disputes settlement procedure; and

i) to involve the Employees and their representatives, when requested, at the earliest stage of any dispute or potential dispute in accordance with the dispute resolution procedure in order to eliminate lost time and/or lost productivity arising out of disputes or grievances.

3.1.2. The parties to the Construction Work Agreement commit themselves to ensuring that:

a) the efficiency measures contained in the Construction Work Agreement are implemented and lead to real gains in productivity;

b) the Agreement is consistent with the provisions of the Fair Work Act 2009 (Cth);

c) productivity gains will not be achieved at the expense of health and safety standards;

d) the disputes settlement procedures provided herein are strictly adhered to; and

e) employment should, wherever possible, be full time and ongoing.

3.2. Severability

3.2.1. It is the intention of the parties to the Construction Work Agreement that the Agreement contains only permitted matters under the Fair Work Act 2009 (Cth).

3.2.2. The severance of any term of the Construction Work Agreement that is, in whole, or in part, or no effect by virtue of the operation of section 253 of the Fair Work Act 2009 (Cth) shall not be taken to affect the binding force and effect of the remainder of the Agreement.

3.2.3. All terms should be interpreted in a manner that would make them permitted matters.

3.3. Flexibility Arrangements

3.3.1. CYP and an Employee may agree to make an individual flexibility arrangement to vary a term of the Agreement if the arrangement:

a) only varies the effect of:

i) clause 10.4 Compassionate Leave;

ii) clause 10.6 Jury Service; or

iii) clause 10.7 Parental Leave, and

b) meets the genuine needs of CYP and an Employee in relation to the matter mentioned in clause 3.3.1.a) above:

i) is genuinely agreed to by CYP and the Employee; and

ii) is not inconsistent with section 55 of the Fair Work Act 2009 (Cth).

3.3.2. CYP must ensure that the terms of the individual flexibility arrangement:

a) are about permitted matters under section 172 of the Fair Work Act 2009 (Cth);

b) are not unlawful terms under section 194 of the Fair Work Act 2009 (Cth); and

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

3.3.3. CYP must ensure that the terms of the individual flexibility arrangement:

a) are in writing;

b) include the name of CYP and the Employee;

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

d) include details of:

i) the terms of the Construction Work Agreement that will be varied by the arrangement;

ii) how the arrangement will vary the effect of the terms;

iii) 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

iv) states the day on which the arrangement commences.

3.3.4. CYP must give the Employee a copy of the individual flexibility arrangement within fourteen days.

3.3.5. CYP or an Employee may terminate the individual flexibility arrangement by giving not more than 28 days' written notice to the other party to the arrangement; or if CYP and Employee agree in writing at any time.

Clause 4. Disputes Resolution, Project Monitoring Committee and Consultation

4.1. Disputes Settlement Procedure

4.1.1. Disputes over any work related or industrial matters or any matters arising out of the operations of the Agreement or incidental to the operation of the Agreement will be dealt with as close to its source as possible. Disputes over matters arising from the Construction Work Agreement or in relation to the National Employment Standards will be dealt with according to the following procedure.

4.1.2. The Employee/s concerned (who may seek the assistance and involvement of any employee representative of their choice) will first meet and confer with the Employee's immediate supervisor.

4.1.3. Alternatively, CYP may submit an issue to the Employee/s.

4.1.4. If the matter is not resolved, the affected Employee/s and CYP will arrange further discussions involving senior CYP management.

4.1.5. If the matter still cannot be resolved, the Employee, the Employee's representative, or CYP may refer the matter to the FWC for final resolution of the matter by conciliation and/or arbitration, subject to any right of appeal or reference by any party to the dispute to the Federal Court on any question of law. Any determination of the FWC will be binding on the Employee, the Employee's representative and CYP.

4.1.6. Any resolution of a dispute under this clause by the FWC will not be inconsistent with legislative obligations or any other applicable Codes or Regulations, including the Building Code 2013, the Building and Construction Industry (Improving Productivity) Act 2016 and the Code for Tendering and Performance of Building Work 2016.

4.1.7. This procedure will be followed in good faith without unreasonable delay. All parties may be represented by a representative of their choice at any stage of this procedure.

4.1.8. Whilst a matter is being dealt with in accordance with this procedure, the pre-dispute status quo will prevail to the end of a first instance decision by the FWC, provided that work will continue without interruption from either party from industrial stoppages, bans, demarcations and/or limitations while these procedures are being followed.

4.1.9. If the Employee/Employee's representative/CYP refuses to follow any of the steps in 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 the FWC.

4.2. Project Monitoring Committee

4.2.1. The parties to this Construction Work Agreement will establish a Project Monitoring Committee (PMC) as a further means to ensure optimum employer/Employee relations are maintained on the Project. The PMC will consist of representation from CYP and the Unions representing the Employees covered by this Construction Work Agreement.

4.2.2. The PMC will provide a forum at which the parties can communicate matters, and where applicable, resolve matters concerning the Project.

4.2.3. All parties attending the PMC shall cooperate to ensure the intent expressed in this Agreement is maintained at all times.

4.2.4. By agreement, the PMC may agree to invite an independent party to assist in the resolution of matters concerning the Project. To avoid doubt, if a dispute continues despite the involvement of the PMC, the dispute settlement procedure as applicable in clause 4.1 will apply.

4.3. Consultation

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

4.3.2. Consultative Committees may be set up for this purpose.

4.3.3. If CYP has made a decision to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, CYP must notify the Employee/s who will be affected by the decision.

4.3.4. As soon as practicable and prior to implementation, CYP 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. CYP must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

4.3.5. For the purposes of the discussion, CYP 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.

4.3.6. However, CYP is not required to disclose confidential or commercially sensitive information.

4.3.7. CYP must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

4.3.8. "Significant Effect" under this clause 4.3 includes termination of employment (including redundancy), major changes in the composition, operation or size of CYP's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

4.3.9. Consultation about changes to rosters or hours of work

4.3.10. Where CYP proposes to change an Employee's regular roster or ordinary hours of work, CYP must consult with the Employee/s affected and, if required their representative, about the change.

4.3.11. As soon as practicable after proposing to introduce the change, CYP must:

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

b) for the purposes of the discussion, provide to the relevant Employees and their representative if requested by the Employees:

i) all relevant information about the change, including the nature of the change; and

ii) information about what CYP reasonably believes will be the effects of the change on the Employees; and

iii) information about any other matters that CYP reasonably believes are likely to affect the Employees, and

c) invite the Employee/s affected and any applicable representatives:

i) to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

ii) give consideration to any views about the impact of the change that are given by the Employee(s) concerned and/or their Union / applicable representative.

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

4.3.12. These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements. If a term in the Construction Work Agreement otherwise provides for a change or modification to rosters or the arrangement of ordinary hours, the requirements set out in this clause are taken not to apply.

Clause 5. Employment Relationship

5.1. Contract of Employment

5.1.1. Full time Employment

a) A full-time Employee is a weekly Employee other than a part-time or a casual Employee who works an average of 36 ordinary hours per week.

5.1.2. Part-time Employment

a) A part-time Employee is an Employee who works an average of fewer than 36 ordinary hours per week and has reasonably predictable hours of work.

b) For each ordinary hour worked, a part-time Employee will be paid no less than 1/36th of the minimum weekly rate of pay for the relevant classification and pro rata entitlements for those hours. CYP must inform a part-time Employee of the ordinary hours of work and the starting and finishing times.

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

i) that the Employee may work part-time;

ii) upon the hours to be worked by the Employee, the days upon which the hours will be worked and commencing times for the work;

iii) upon the classification applying to the work to be performed; and

iv) upon the period of part-time employment.

d) The terms of an agreement may be varied, in writing, by consent.

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

5.1.3. Casual Employment

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

b) A casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed in the Construction Work Agreement except Annual Leave, paid personal leave, parental leave, paid jury service and Public Holidays.

c) On each occasion a casual Employee is required to attend work the Employee shall be entitled to payment for a minimum of eight hours work (for ordinary days) or 4 hours work (for overtime days) plus the relevant fares and travel allowance.

d) A casual Employee for working ordinary hours shall be paid 125 percent of the hourly rate prescribed in the Construction Work Agreement for the Employee's classification.

e) A casual Employee required to work overtime or weekends shall be entitled to the relevant penalty rates prescribed in the Construction Work Agreement.

f) A casual Employee required to work on a Public Holiday shall be paid the relevant penalty rates prescribed in the Construction Work Agreement.

g) Termination of all casual employment shall require one hour's notice on either side or the payment or forfeiture of one hour's pay, as the case may be.

h) A casual Employee, who has been engaged by CYP 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 CYP.

i) A casual Employee, who has requested in writing to be converted to permanent employment pursuant to Clause 5.1.3.h), whose request is refused by CYP, is entitled to be paid 175 percent of the hourly rate prescribed in the Construction Work Agreement for the Employee's classification.

5.2. Apprentices

5.2.1. Refer to Appendix H – Apprentices**.**

5.3. Security of Employment

5.3.1. CYP is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of CYP. Subject to the terms of the Construction Work Agreement, permanent is the preferred type of employment under the Construction Work Agreement.

5.3.2. CYP agrees that it is highly important that work is performed effectively, efficiently and without undue pressure or bullying, and in a way that promotes applicable health and safety and equal opportunity principles and practices in the workplace and appropriate representation of Employees should they so request. CYP will ensure that its employment practices are consistent with the above principles and practices.

5.3.3. **Sham Contracting**

5.3.4. CYP shall not engage any individual to perform work under a contract for services for any role that could or would otherwise be performed by an Employee under the Construction Work Agreement, unless the individual is a genuine independent contractor.

5.3.5. In the event an alleged sham arrangement is identified, and the allegation is supported by prima facie evidence, CYP will make itself available for discussions with the relevant parties. CYP will also take such actions as necessary to ensure compliance with the Fair Work Act 2009 (Cth).

5.3.6. For the avoidance of doubt, any dispute in relation to the operation of this clause will be dealt with in accordance with the dispute resolution procedure set out in the Construction Work Agreement.

5.4. Visa Compliance

5.4.1. CYP will ensure all Employees are lawfully entitled to work in Australia performing work under the Agreement. Before employing overseas Employees on any temporary visa, CYP will consult in accordance with clause 4.3 of the Construction Work Agreement.

5.4.2. CYP will maintain HR systems, (including utilising the VEVO system on an ongoing basis), to ensure that temporary foreign Employees are at all times employed in accordance with the conditions of their visas.

5.5. Notice of Termination

5.5.1. Weekly Hire

If CYP decides to terminate a permanent Employee, CYP shall give the following notice in writing:

Period of Continuous Service	Period of Notice
One (1) year or less	One (1) week
Over one (1) year and up to the completion of three (3) years	Two (2) weeks
Over three (3) years and up to the completion of five (5) years	Three (3) weeks
Over five (5) years	Four (4) weeks

5.5.2. In addition to the above notice, permanent Employees over 45 years of age with not less than two (2) years' Continuous Service shall be entitled to an additional week's notice.

5.5.3. CYP at its discretion may give payment in lieu of notice, or part notice and part payment in lieu. The payment in lieu of notice shall equal the total of all amounts that, if the Employee's employment had continued until the end of the required notice period, CYP would have become liable to pay to the Employee.

5.5.4. The notice given by an Employee shall be one week.

5.5.5. If the Employee fails to give the required notice or gives notice or is given notice but leaves before the end of the notice period, they shall forfeit the amount that would equal payment in lieu of notice, from any money owed by CYP.

5.5.6. **Termination without Notice**

CYP may terminate an Employee's employment without notice if the Employee engages in serious misconduct. Serious misconduct as defined by the Fair Work Act 2009 (Cth) constitutes serious misconduct for the purpose of the Construction Work Agreement.

5.5.7. **Termination prior to a Public Holiday**

5.5.8. If CYP terminates the employment of an Employee, other than in cases of serious misconduct, CYP will pay the Employee a day's ordinary wages for each Public Holiday prescribed in the Construction Work Agreement which falls within 10 consecutive calendar days after the date that the Employee's employment is terminated. For clarity, day one is the day after the Employee's employment was terminated.

5.5.9. Where 2 or more of the holidays fall within a seven (7)-day span, such holidays shall be a 'group' of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after the date that the Employee's employment is terminated, the whole group shall be deemed to fall within the 10 consecutive days, and the Employee will be paid a day's ordinary wages for each such day. For example, Christmas Day, Boxing Day and New Year's Day (or days in lieu thereof) shall be regarded as a group.

5.5.10. **Abandonment of employment**

5.5.11. This clause will operate subject to the NES.

5.5.12. Employees have a responsibility to notify CYP of any absences from work.

5.5.13. If an Employee is absent without notification, CYP will make a genuine effort to contact the Employee. If CYP is able to contact the Employee, CYP will require the Employee to provide substantive justification for their absence. CYP reserves the right to take disciplinary action where this explanation is not satisfactory.

5.5.14. If the Employee has not contacted CYP after three (3) working days, the Employee will be deemed to have abandoned their employment. CYP will then treat the Employee's employment as having been terminated by way of instant dismissal and wages shall be paid only up to the last working day.

5.5.15. Termination under this clause will be reviewed in circumstances where an Employee provides satisfactory evidence that she/he was prevented from attending work for legitimate reasons, within 14 days from the date of the termination.

5.6. Additional Provisions

5.6.1. Upon termination of employment, provided the required notice is given, CYP shall pay each terminated Employee all accrued entitlements and other wages owing and, provide a separation certificate within five (5) business days of termination where requested, unless otherwise agreed in writing between CYP and the Employee, or the Employee shall be entitled to claim payment for all time beyond the five working days, up to a maximum of eight (8) hours per day, including Saturday and Sunday, until the entitlements are paid.

5.6.2. Within five (5) business days of termination CYP will supply the relevant paperwork to allow an Employee to access their Incolink Redundancy Fund. Within one (1) week of termination, the Employer will comply with reporting of remaining sick days to Incolink for the purpose of Portable Sick Leave.

5.7. Redundancy

5.7.1. The parties accept that, due to the nature of work in the industry, redundancies will occur during the life of the Construction Work Agreement. Employees will be employed for various periods or tasks that relate to the construction program and their employment will end when those periods or tasks conclude. Throughout the course of the Project it is expected that there will be significant changes to the construction program, and these changes will impact the periods and tasks upon which Employees are employed.

5.7.2. Subject to the terms and conditions of the Agreement, it is agreed that it is CYP's prerogative to determine the order of selection of Employees for employment or retrenchment subject always to the following:

a) seniority, experience and skills held – will be considered by CYP in selecting Employees for retrenchment; and

b) voluntary terminations will be encouraged as a first step.

5.7.3. The disputes settlement procedure set out in clause 4.1 will apply in the event of any concerns arising regarding retrenchments.

5.7.4. An Employee is entitled to access his/her redundancy payments when they cease to be employed by CYP. The amount of the redundancy payment shall be, the entitlement of the Employee under the Incolink Number 1 Fund Trust deed (or under the constituting documents of any fund nominated by Incolink under this clause).

Clause 6. Industry funds

6.1. Industry Fund Compliance

6.1.1. CYP shall ensure that all its Employees are compliant with the industry schemes. This may include Incolink, Cbus (or other relevant superannuation fund), Chifley and/or Co-INVEST.

6.1.2. It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry scheme/s to the parties on request, provided that any individual whose information is to be made available has consented to such information being provided.

6.1.3. On commencement, and in accordance with fund procedures, CYP shall register the Employee/s with the relevant industry funds. These are Cbus for superannuation, Incolink for severance pay, Incolink or Chifley for income protection insurance and Co-INVEST for long service entitlements.

6.1.4. It is a specific requirement that CYP shall ensure that all payments to the abovementioned funds and schemes are up to date and made in full in accordance with the relevant Trust Deed or scheme of the fund.

6.1.5. If Australian Taxation Office rules regarding Fringe Benefits Taxes and/or industry funds impact the payment of these contributions, the parties agree that:

a) CYP will not be obliged to pay any more than the agreed contributions; and

b) they will agree on alternative arrangements.

6.1.6. Failure to Make Payments to Industry Funds etc.

a) If a person covered by the Construction Work Agreement has a genuine and reasonable belief that CYP has failed to comply with clauses 6.1.1. to 6.1.5. (inclusive) the following process will apply:

i) the person or their representative must notify CYP in writing of the alleged non-compliance and what must be done to remedy it; and

ii) the parties must consult in good faith in an effort to resolve the matter.

6.1.7. Any disputes related to this clause shall be dealt with via the disputes settlement procedure. The parties are committed to resolving any genuine and reasonable disagreement about whether any amount is owing or outstanding as quickly as practicable.

6.1.8. Additional Remedy for Non-Compliance with Superannuation.

a) If CYP does not contribute the amounts in accordance with the Construction Work Agreement, the relevant Trust Deed and the Fund or scheme, CYP shall be liable to make the appropriate contributions immediately upon notification of the non-compliance. Further, CYP shall pay the earnings on the relevant Trust Deed and the Fund or scheme that accrue during the period of non-payment. The requirement for CYP to make retrospective payments shall not limit any common law action which may be available in relation to death, disablement or any other cover existing within the terms of a relevant fund.

6.2. Superannuation

6.2.1. Subject to the requirements of the Superannuation Guarantee Act 1992, CYP will contribute a weekly superannuation payment for each Employee into a complying industry fund. CYP shall be, and remain during the life of the Construction Work Agreement, a participating Company in the Construction and Building Unions Superannuation Scheme (Cbus). The MySuper product of the Cbus fund will be the default fund.

6.2.2. The level of contributions paid on behalf of each Employee (other than an Apprentice) shall be as follows:

	Commencement	01 July 2019	01 July 2020	01 July 2021	01 July 2022
Weekly Rate	$215.00	$225.00	$235.00	$245.00	$255.00

6.2.3. The above contribution rates do not limit CYP's liability under the Superannuation Guarantee (Administration) Act 1992.

6.2.4. All superannuation contributions shall be paid as required by the relevant trust deed.

6.2.5. Where an Employee wishes to have their pay salary sacrificed for additional superannuation, CYP will comply with the Employee's request without unreasonable delay consistent with statutory requirements. All entitlements and benefits contained in the Construction Work Agreement will be calculated on the pre-salary sacrifice pay rate.

6.3. Long Service Leave

6.3.1. **Long Service Leave Scheme**

a) Long service leave shall be in accordance with and provided by CoINVEST.

b) All Employees will be registered by CYP with CoINVEST. When an Employee has accrued an entitlement to long service leave, and after giving four (4) weeks' notice to CYP, the Employee will be entitled to take such leave, subject to agreement with CYP. Agreement for leave will not be unreasonably withheld by CYP.

6.4. Incolink

6.4.1. **Redundancy Contributions**

6.4.2. This clause incorporates the industry-specific redundancy scheme as in force from time to time under the Award.

6.4.3. CYP is, and will remain during the life of the Construction Work Agreement, a member of the Redundancy Payment Approved Workers Entitlement Fund 1 ("Incolink Number 1 Fund" & "Incolink Number 2 Fund")) of which Redundancy Payment Central Fund Ltd ("Incolink") is trustee, and all the Employees will be enrolled in the Incolink Number 1 Fund or the Incolink Number 2 Fund and be entitled to redundancy benefits in accordance with the terms of the Trust Deed.

6.4.4. CYP shall pay Employee redundancy contributions to the Incolink Number 1 Fund or the Incolink Number 2 Fund on behalf of each Employee (other than apprentices) on a weekly basis in accordance with the Trust Deed, as well as contribute an additional amount of $80 per week per Employee, in respect of Employees' redundancy benefits / entitlements. This additional contribution will be reduced, by $2.00 per hour, for each hour not worked on-site including; Annual Leave, Personal/Carers Leave and Public Holidays. If Incolink nominates any other fund under clause 6.4.6, CYP shall pay contributions to that fund on behalf of each Employee on a weekly basis and in accordance with the constituting documents of that other fund.

6.4.5. The liability of CYP to pay redundancy payments to an Employee under this clause will be met by the making of the contributions on behalf of each Employee required as a member of the fund specified in clause 6.4.4 or by another fund nominated under clause 6.4.6.

6.4.6. References in this clause to "Incolink Number 1 Fund" or "Incolink Number 2 Fund" include a reference to another fund for comparable purposes nominated by Incolink for the purpose of the Construction Work Agreement as a fund which supersedes the Incolink Number 1 Fund or the Incolink Number 2 Fund.

6.4.7. **Income Protection, Trauma and Journey Accidents Insurance**

6.4.8. CYP will provide income protection insurance for all Employees covered by this Construction Work Agreement. Incolink or Chifley will administer the income protection insurance schemes covering income protection, trauma and journey accidents ("Income Protection, Trauma and Journey Accidents Insurance Schemes"). The cost to CYP during the life of this Construction Work Agreement will not exceed the Incolink Trust deed.

6.4.9. CYP shall pay contributions to Incolink or Chifley on behalf of each Employee, on a monthly basis, or in accordance with the constitution of the relevant fund.

6.4.10. Pursuant to the Income Protection, Trauma and Journey Accidents Insurance Schemes, an Employee of CYP employed within the scope of the Construction Work Agreement will:

a) (Income Protection) receive defined weekly payments available from Incolink or Chifley as outlined the table below in the event of an extended work absence arising from any personal illness or injury that occurs at the time the Employee is an Employee of CYP (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy from Incolink or Chifley).

Date	Benefit (per week)	Company Weekly Payment
From first full pay period on or after commencement of Agreement	$1,450	$21.05
1 Oct 2018	$1,500	$23.05
1 Oct 2019	$1,500	$24.05
1 Oct 2020	$1,525	$25.05
1 Oct 2021	$1,550	$26.05

b) (Trauma) receive or have paid on their behalf financial compensation in the event of a major work-related accident resulting in the death or permanent disablement of the Employee and occurring at the time the Employee is an Employee of CYP (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy and is available from Incolink or Chifley).

c) (Journey Accidents) receive payments in accordance with the terms of the insurance policy for the duration of the Employee's absence (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy and is available from Incolink or Chifley) if:

i) the absence is because the Employee is unable to work due to injuries resulting from any accident incurred during a journey between the Employee's residence and the workplace, that occurs at the time the Employee is an Employee of CYP; and

ii) all such absences are supported by certification of a duly authorised medical practitioner and indicating the causal nexus between the travel to and from work and the Employee's inability to attend for work.

6.4.11. **Portability of Sick Leave**

a) CYP is, and will remain during the life of the Construction Work Agreement, a participating employer in the Construction Industry Complying Portable Sick Leave Pay Scheme ("Incolink PSL Scheme") Incolink is trustee, and all the Employees will be enrolled in the Incolink PSL Scheme and be entitled to sick leave benefits in accordance with the terms of the Trust Deed.

b) CYP shall pay contributions to the Incolink PSL Scheme on behalf of each Employee on a weekly basis in accordance with the Trust Deed. If Incolink nominates any other fund under clause 6.4.6 hereof, CYP shall pay contributions to that fund on behalf of each Employee on a weekly basis and in accordance with the constituting documents of that other fund.

c) References in this clause to "Incolink PSL Scheme" include a reference to another fund for comparable purposes nominated by Incolink as a fund which supersedes the Incolink Number 1 Fund.

6.4.12. **Funding for Training**

a) As a further initiative to enhance the employment and career opportunities of the Employees covered by the Construction Work Agreement, the parties will continue to facilitate on-going training to improve work health and safety in the industry and to improve Employees' work skills so as to advance progression to higher industry skill levels.

b) To support the cost of these training initiatives CYP will make a payment of $4.50 per Employee per week, such monies to be paid into Incolink to support that body's continued training funding initiatives.

c) Provided that the Incolink arrangements be appropriately ordered so as to provide for:

i) joint CYP/union management of the training funding; and

ii) access to funding in accordance with agreed guidelines, by all participating companies and unions.

d) In the event of Incolink being unable to provide the above facility, the parties agree to establish an alternative mechanism with the intention of meeting the commitments expressed herein.

6.4.13. The liability of CYP to pay for the cost of training courses approved by CYP in accordance with this clause shall be met by the making of the contributions on behalf of each Employee as required by this clause.

Clause 7. Classifications, Wage Rates and Allowances

7.1. Wage Rates

7.1.1. All Employees shall be classified according to Appendix A - Classification Structure and Wage Rates for ordinary time will be as per Appendix B.

7.1.2. Wages will be increased by 5% (Wage Rates) as per Appendix B and delivered from each pay period listed below:

a) From the 1st pay period commencing on or after 1 March 2019.

b) From the 1st pay period commencing on or after 1 March 2020.

c) From the 1st pay period commencing on or after 1 March 2021.

7.1.3. Wages will be increased by 4% (Wage Rates) as per Appendix B and delivered from each pay period listed below:

a) From the 1st pay period commencing on or after 1 March 2022.

b) From the 1st Pay period commencing on or after 1 March 2023.

7.1.4. The rates of pay are inclusive of all allowances and entitlements however described. No other allowance or entitlement (Award-derived or otherwise), except those expressly prescribed below, shall be payable.

7.2. Allowances

7.2.1. **Site Allowance**

7.2.2. In determining the Site Allowance the parties have acknowledged the Victorian Site Allowance scale regarding the size, scale, value, complexity and location of the Project and agreed that this allowance will be paid to an Employee to compensate for all flexibilities, rostering requirements and changes, site conditions and all special factors and/or disabilities associated with the Project.

7.2.3. In accordance with clause 7.1.4, this is a flat hourly allowance and does not attract any loadings or penalties and is payable for all hours worked on site only other than in accordance with clause 9.7.3.d).

7.2.4. No other allowance (award-derived or otherwise), except those expressly prescribed in the Construction Work Agreement, shall be payable.

7.2.5. The Site Allowance shall be $7.50 upon commencement.

7.2.6. The Site Allowance shall be increased to $7.70 from the first full pay period after 1 March 2022.

7.2.7. **Daily Fares and Travel Pattern Allowance**

7.2.8. A payment per day shall be made for each day worked (including RDOs) for daily fares and travel pattern.

7.2.9. All parties recognise there will be no car parking provided on the Project. Employees will be required to use alternative transportation options such as public transport to and from work.

Payments shall be as follows:

On commencement	$45.00 per day
1 Mar 2019	$47.00 per day
1 Mar 2020	$49.00 per day
1 Mar 2021	$51.00 per day
1 Mar 2022	$53.00 per day

7.2.10. **Living Away From Home Allowance**

7.2.11. Eligibility for Living Away from Home Allowance

a) The eligibility of an Employee for living away from home entitlements will be determined by the Employee's declared place of residence.

7.2.12. Declared Place of Residence

a) An Employee will not be eligible for living away from home entitlements unless they have made a declaration as to their usual place of residence prior to engagement on the Project.

b) An Employee will not be permitted to commence work on the Project unless they have completed a declaration as to their place of residence as required by this clause.

c) Subject to clause f), if the Employee's declared place of residence is outside of the area defined in Appendix F, and the Employee maintains this declared residence as their usual place of residence, then subject to this clause (including the additional period of engagement requirement below) then they will be eligible for living away from home entitlements under this clause.

d) If the Employee's declared place of residence is within the defined area (including Ballarat and Castlemaine, as per Appendix F, then they will not be eligible for living away from home entitlements under this clause.

e) An Employee whose usual place of residence is outside the aforementioned criteria to the Project, but who declared when applying for employment on the Project to be considered for employment as though they do not live outside that area, will not be eligible for living away from home entitlements and/or excess fares and travel entitlements.

f) The declared place of residence stated prior to engagement on the Project will be considered to be the Employee's place of residence for the duration of their employment on the Project, for the purpose of this clause.

7.2.13. Entitlements for Eligible Employees

a) When an Employee is deemed eligible for living away from home entitlements under the provisions of clause 7.2.12 above, CYP will:

i) pay an allowance of $770 per seven (7)-day week in full recompense of all costs incurred. For broken parts of the week, CYP will pay $150 per day; or

ii) provide the Employee with reasonable (including camp style) board and lodging. Where this is supplied there will be no payment of living away from home entitlements under clause 7.2.13.a).i) above.

b) CYP shall deduct living away from home entitlements under clause (a) on a pro-rata basis of $150 per day for each day an eligible Employee is not ready, willing and available for work in accordance with the Construction Work Agreement or because of industrial action.

7.2.14. **First Aid Allowance**

7.2.15. CYP will pay each Employee nominated and approved as a Level 2 or Level 3 First Aider for each day worked as per the table below.

7.2.16. A Level 2 First Aider is an Employee who holds the minimum qualifications from the St Johns Ambulance Association or similar body. A Level 3 First Aider is an Employee who holds a higher first aid certificate from the St Johns Ambulance Association or similar body.

7.2.17. The First Aid Allowance will be paid as a flat daily allowance and does not attract loadings or penalties.

7.2.18. An Employee nominated and approved as a First Aider under this clause will perform first aid duties in addition to their normal work duties.

7.2.19. Where applicable, First Aid Allowance payment shall be as follows:

First Aid Allowance	First full pay period after commencement of the Agreement	First full pay period on or after 1 Mar 2019	First full pay period on or after 1 Mar 2020	First full pay period on or after 1 Mar 2021	First full pay period on or after 1 Mar 2022
Level 2	$4.82	$5.06	$5.31	$5.57	$5.79
Level 3	$5.51	$5.79	$6.08	$6.36	$6.63

7.2.20. **Leading Hand Allowance**

7.2.21. A Leading Hand means any Employee who is appointed by CYP, with the specific responsibility of directing and/or supervising the work of other Employees. Leading Hands will be appointed in writing by CYP. The appointment may be reviewed by CYP at any time.

7.2.22. The Leading Hand Allowance will be paid as a weekly flat allowance as follows. This is a flat weekly allowance and does not attract any loadings or penalties:

Leading Hand Allowance	First full pay period after commencement of the Agreement	First full pay period on or after 1 Mar 2019	First full pay period on or after 1 Mar 2020	First full pay period on or after 1 Mar 2021	First full pay period on or after 1 Mar 2022
2 to 5 direct reports	$47.67	$50.06	$52.56	$55.18	$57.39
6 to 10 direct reports	$58.51	$61.44	$64.51	$67.73	$70.44
10+ direct reports	$75.85	$79.64	$83.62	$87.80	$91.31

7.2.23. **Overtime Productivity Allowance**

7.2.24. An Overtime Productivity Allowance, of $2.00 per hour will, be paid for each hour worked in excess of eight (8) hours per day or for any other hours worked in excess of an Employee's ordinary hours. This is a flat hourly allowance it does not attract any loadings or penalties and is payable for the relevant overtime hours above that are worked on site only. This allowance is unique to the Melbourne Metro Tunnel and Stations Project Greenfields Agreement and is paid to compensate for all flexibilities, rostering requirements and changes, site conditions and all special factors and/or disabilities associated with the Project as they relate to overtime.

7.3. Clothing Issue

7.3.1. **Mandatory equipment**

a) All Employees engaged to work on site will be supplied with appropriate safety footwear and safety helmets before commencing work on the Project.

b) As instructed during the site induction process, these items must be worn at all times.

c) Helmets must not be painted, drilled or modified in any way. Damaged and/or worn footwear and helmets will be replaced on demand.

7.3.2. **Work clothing**

7.3.3. Protective clothing will be issued to all Employees, within two (2) weeks of commencing work with CYP. Employees will be made aware of these entitlements at the time of employment.

7.3.4. The following clothing will be supplied to all Employees:

a) two (2) pairs of overalls; or

b) two (2) combination bib and braces; or

c) two (2) pairs of long trousers and two long sleeved shirts; or

d) work denims at cost no greater than the most expensive of the above three (3) choices.

7.3.5. All new Employees engaged by CYP between 1 May and 31 August will be issued with one high visibility winter jacket or agreed equivalent. Winter jackets will be replaced on a fair wear and tear basis.

7.3.6. Clothing and footwear will be replaced on a fair wear and tear basis. CYP will replace any clothing and footwear damaged due to fair wear and tear within a reasonable period following the Employee's request. All items will comply with the relevant Australian Standards and endeavours will be made to provide clothing that is Australian made. The clothing selected by CYP will be required to be breathable, light weight, UV stable, have high visibility quality, and have the maximum UPF rating.

7.3.7. No agreement to pay cash in lieu of supply of clothing/footwear is permitted and CYP should maintain a register for all protective clothing provided to Employees. Where the relevant supplier of clothing/footwear maintains a register, this will meet the requirements of this clause.

7.3.8. **Source of clothing**

a) The parties seek to provide opportunities to maximise opportunities for Australian, New Zealand and Victorian suppliers ("Local Suppliers") to supply on the basis of best value for money for the provision of work clothing to its Employees.

b) Local Suppliers of clothing will be made aware of opportunities to supply clothing to CYP.

7.4. Higher Duties

7.4.1. Where an Employee on any one (1) day performs two (2) or more classes of work to which different rates of pay are applicable, CYP shall pay to the Employee the higher hourly rate for the entire day if the Employee is required to work in that class of work for more than two (2) hours, 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.

7.5. Payment of Wages

7.5.1. All wages, allowances and other monies may be paid by electronic funds transfer which an Employee may request be split between up to two (2) accounts.

7.5.2. Wages and pay slip details shall be made available no later than the cessation of ordinary hours of work on Thursday of each working week.

7.5.3. Waiting time shall not be payable where an Employee is kept waiting for their wages due to circumstances beyond the control of the CYP.

7.6. Wage Payment Details

7.6.1. Payslips

a) The following particulars of details of payment to each Employee must be included on the Employee's work statement/payslip:

i) name of the employing CYP employer;

ii) ABN/ACN;

iii) name of the Employee;

iv) the Employee's classification;

v) date of payment and period covered by work statement/ payslip;

vi) details of the number of ordinary hours worked;

vii) details of the number of overtime hours worked;

viii) the ordinary hourly rate and the amount paid at that rate;

ix) the overtime hourly rates and the amounts paid at those rates;

x) the gross wages paid;

xi) the net wages paid;

xii) details of any deductions made from the wages;

xiii) details of accrued entitlements including RDO accruals, Personal Leave, and Annual Leave; and

xiv) details of the Employer's Incolink and Cbus/superannuation contributions, including when the contribution was made and the amount, and, details of Employee contributions, including when the contribution was made and the amount.

7.6.2. Work Statement/payslips will be issued to Employees within 2 days of payment.

7.6.3. In addition to the details of payment noted above, CYP will also keep records of the following:

i) the Employee's date of birth;

ii) the date of commencement of employment;

iii) the Employee's tax file number;

iv) the Employee's ColNVEST number;

v) details of the Employee's:

A. daily start and finish time;

B. time that meal and crib breaks were taken;

vi) details of allowances paid;

vii) total gross allowances paid; and

viii) tax deducted from wages per week and year to date.

7.7. Training and Related Matters

7.7.1. CYP will develop training programs which are consistent with the following:

a) Assessment of Employee skills will be against those required in the nationally recognised formal training package relevant to their work. Any necessary training will be provided to attain the relevant nationally recognised formal qualification by an Industry approved co-managed training scheme.

b) Training provided will be consistent with CYP's business requirements, relevant to the work of the Employees, consistent with the skills development of each Employee and with applicable national competency standards.

c) Training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours.

d) If an approved training activity is undertaken during ordinary working hours, the Employee/s concerned shall not suffer any loss of pay.

e) Approved training activities undertaken outside of ordinary hours will be paid at single time or may, with the consent of CYP, be taken as time off in lieu of payment. Provided that the scheduling of time off must be consistent with the needs of the business and be by agreement with CYP.

f) Training costs of courses approved by CYP will be met by CYP (e.g. White Card).

g) CYP will not be asked to meet the costs of training undertaken by Employees which was not approved by CYP.

h) Leave of absence granted pursuant to this clause shall count as service for all purposes under the Construction Work Agreement.

7.8. Accident Make Up Pay

7.8.1. Accident Pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the relevant workers compensation legislation and the Employee's appropriate pre injury average weekly earnings (pro-rata for casual or part-time Employees).

7.8.2. CYP shall pay accident pay, during the incapacity of their Employee/s arising from a work-related injury, for a total of 52 weeks - irrespective of whether such incapacity is in one continuous period or not. The calculation of the 52 weeks shall be that period of time, irrespective of whether it is in one continuous period or not, during which the Employee receives a weekly amount of compensation paid pursuant to the relevant workers compensation legislation.

7.8.3. The liability to pay Accident Pay arises from the date of the injury or accident in respect of which compensation is payable under the said relevant workers compensation legislation and the termination of the Employee's employment for any reason during the period of any incapacity shall in no way affect the liability of CYP to pay Accident Pay as provided in this clause.

7.8.4. In the event that an Employee receives a lump sum in redemption of weekly payments under the applicable legislation, the liability of CYP to pay Accident Pay as herein provided shall cease from the date of such redemption.

7.8.5. **Employee Entitlements while on Worker's Compensation**

If an Employee is absent from work and is on workers compensation, the Employee's contract of employment shall remain intact during the period of absence, CYP shall continue to make contributions on behalf of the Employee to all the Employee Entitlement Funds as outlined in clauses 6.2 to 6.4 (inclusive) of the Construction Work Agreement. The Employee shall also continue to accrue all appropriate leave entitlements for the entire period for which the Employee is on workers compensation.

Clause 8. Inclement Weather

8.1. Objectives

8.1.1. The parties agree that due to the requirement to complete Critical Works on this Project the provisions in this clause are specific and unique to the Construction Work Agreement.

8.1.2. This clause seeks to provide a balance between:

a) the rights of Employees to not work in circumstances where safety and/or comfort is impacted by Inclement Weather;

b) the rights of CYP to ensure as much productive work as possible continues where the Project is impacted by Inclement Weather;

c) the parties' recognition that some work must start or continue, even if it is affected by Inclement Weather, but only if safe to do so in accordance with clause 12.1.3.

8.1.3. **This clause sets out the procedures and processes concerning Inclement Weather as follows:**

a) Definition of Inclement Weather.

b) Procedure deciding if a work area is affected by Inclement Weather.

c) Working arrangements and Payments;

d) Hot Weather Guidelines.

e) Dewatering.

8.2. Definition of Inclement Weather

8.2.1. Inclement Weather shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, Hot Weather (as defined below) or the like or any combination thereof).

8.2.2. The temperature of 35°C or above constitutes Hot Weather provided clause 8.5 applies.

8.3. Procedure deciding if a work area is affected by Inclement Weather

8.3.1. A work area(s) will be affected by Inclement Weather if it is unsafe and/or unreasonable for exposed Employees to continue working.

8.3.2. CYP shall, when requested by the Employees or their Employee Representative/ Union Delegate, confer (within a reasonable period of time) for the purpose of determining whether a work area or areas are affected by Inclement Weather.

8.3.3. For the purposes of this clause 8, whether an activity is safe or unreasonable to do so shall be resolved or determined in accordance with clause 12.1.3

8.4. Working arrangements and Payment

8.4.1. **Work continuing**

a) During periods of Inclement Weather work in air-conditioned environments (including properly functioning air-conditioned plant and machinery) or other areas not affected by Inclement Weather conditions shall continue as normal. During periods of Hot Weather Employees will walk a reasonable distance through the open to and from amenities provided it does not pose a serious threat to their health or safety.

b) Should a portion of the Project be affected by Inclement Weather, all other Employees not affected shall continue to work, e.g. spoil removal or other operations in equipment or areas that are not affected by Inclement Weather, regardless that some Employees may be entitled to stop work or be paid additional amounts due to Inclement Weather.

c) The parties accept that works may commence, resume or be completed without delay in the event of Inclement Weather. This would include Employees performing Emergency Works and/or Critical Works.

d) There are no additional payments for normal work continuing.

8.4.2. **Transfers**

a) Should a portion of the Project be affected by Inclement Weather, Employees can be transferred to another work location under cover on the site or to another site in accordance with the provisions prescribed herein.

b) Employees may be transferred from a location on a site where it is unreasonable to work due to Inclement Weather, to work at another location on the same site, or another site, which is not affected by Inclement Weather subject to the following:

i) No Employee shall be transferred to an area not affected by Inclement Weather unless there is work available in the Employee's classification.

ii) If productive work is available for individual Employees, they may be transferred from a location on a site in order to work in areas which are not affected by conditions of Inclement Weather.

iii) Employees may be transferred from a site to another site and CYP shall provide, where necessary, transport.

c) There are no additional payments when an Employee is transferred.

8.4.3. **When work stops**

a) Any stoppage of work without due consultation will mean that all involved Employees are denied an entitlement to payment.

b) Once the temperature reaches 35°C, as per clause 8.5, work will cease for an Employee who is not performing Critical Works.

c) CYP or CYP's representative on site and the Employees' representative shall agree that non-Critical Works shall cease due to Inclement Weather and note the time of cessation of work.

8.4.4. **When work resumes**

a) After the period of Inclement Weather has clearly ended the Employees shall resume work and the time shall be similarly agreed and noted.

b) Rain at Starting time - Where the Employees are in the crib facilities, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall be required to go to work in a dry area or to be transferred to another site provided:

i) the rain stops; or

ii) A covered walkway has been provided; or

iii) The sheds are under cover and the Employees can get to the dry area without going through the rain; or

iv) Adequate protection is provided. Protection shall, where necessary, be provided for the Employees tools.

c) In the case of mechanical plant operators, where they have a dry cabin to work from and they can safely access their cabin without getting "drenched", they will return to work so long as the work itself is safe to perform. CYP will ensure that other necessary personnel are provided to ensure safety of the workforce and the public.

d) In this clause, a dry area shall mean a work location that has not become saturated by rain or where Employees would not become wet.

8.4.5. **Work unaffected by Inclement Weather**

a) Should a portion of the Project be affected by inclement weather, Employees can be transferred to another work location undercover on the site or to another site in accordance with the provision prescribed. In particular, Crane Crews will remain on site after four (4) hours whilst any of the remaining structures crew are on site (or in the case of an agreed emergency). Any members of a Crane Crew remaining on the site after the four (4)-hour period will be paid to their planned finish time of that day.

b) Employees presenting for work (that starts or continues outside the span of ordinary hours) when the temperature is at or over 35°C will remain on site in air-conditioned amenities for a minimum two (2) hours, holding themselves available to commence work should the temperature fall below 35°C.

c) Employees will not be entitled to payment for Inclement Weather as provided for in this clause unless they remain on the job until the provisions set out in this clause have been observed.

d) Employees performing Emergency Works and/or Critical Works will commence, resume or complete work in the event of Inclement Weather.

8.4.6. **Leaving the job**

a) Prior to any Employee leaving the site due to Inclement Weather, consultation shall take place between Employee Representatives and site management. Any withdrawal from site, without due consultation will mean that all involved Employees are denied an entitlement to payment.

b) Where works are prevented from occurring because it is raining:

i) for more than an accumulated total of four (4) hours of ordinary time in any one (1) day; or

ii) after the meal break, for more than an accumulated total of 50% of the remaining work time (ordinary hours).

c) CYP shall not be entitled to require Employees to remain on site beyond the expiration of any of the above circumstances.

d) Provided that where, by agreement between CYP and/or CYP's representative and the Employee's representative, the Employee remains on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the Employee's Inclement Weather hours.

e) Employees performing Emergency Works and/or Critical Works will complete work in the event of inclement weather.

8.4.7. **Entitlement to payment**

a) Employees shall be entitled to payment by CYP for ordinary time lost through Inclement Weather for up to 32 hours in every four (4) weeks. For the purpose of this sub-clause the following conditions shall apply:

b) The first period shall be deemed to commence on the first full pay period on or after commencement of the Agreement and subsequent periods shall commence at four weekly periods thereafter.

i) An Employee shall be credited with 32 hours at the commencement of each four (4)-weekly period.

ii) The number of hours at the credit of any Employee at any time shall not exceed 32 hours.

iii) If an Employee commences employment during a four (4) week period the Employee shall be credited 32 hours where the Employee commences on any working day within the first week; 24 hours where the Employee commences on any working day within the second week; 16 hours where the Employee commences on any working day within the third week and; eight (8) hours where the Employee commences on any working day within the fourth week.

iv) An Employee shall not be entitled to receive more than 32 hours' Inclement Weather payment in any four (4)-week period.

v) The number of hours credited to an Employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through Inclement Weather.

vi) Payment under this clause shall be weekly.

vii) Provided further and subject to clause 8.4.7.b).iii) an Employee who is working on a part-time basis shall be entitled to payment on a pro-rata basis according to the number of ordinary hours agreed to be worked in the four (4)-week period. The method of calculation of a part-time Employee's proportionate entitlement shall be as follows:

$$\frac{32 \times \text{Number of hours agreed to be worked during the four (4)-week period}}{152}$$

viii) The entitlement to payment for time lost due to inclement weather is an entitlement limited to ordinary time lost and does not apply to overtime and/or weekend work. Should overtime or weekend work be suspended due to Inclement Weather, then overtime payments will cease subject to the provisions of the Construction Work Agreement concerning minimum payment for Saturdays and Sundays in which case the minimum time payments as prescribed by the Agreement shall apply.

8.4.8. **Payment for Work during Inclement Weather**

a) An Employee who is affected by Inclement Weather (other than Hot Weather, pursuant to clause 8.5) and is required to work will be paid a penalty equal to 100% of their ordinary time rate (as set out in Appendix B) for working ordinary hours, in addition to the applicable rate.

b) Where a concrete pour has been commenced prior to the commencement of a period of Inclement Weather, Employees may be required to complete such concrete pour to a practical stage and for such work shall be paid at the penalty rates provided in the Construction Work Agreement for work during Inclement Weather calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.

c) If an Employee's clothes become wet as a result of working in the rain during a concrete pour the Employee shall, unless the Employee has a change of dry working clothes available, be allowed to go home without loss of pay.

8.5. Hot Weather guidelines

8.5.1. Arrangements

a) The Project will measure temperature by the Melbourne Bureau of Meteorology Monitoring Station at Melbourne (Olympic Park).

b) When it is expected that the temperature will be 35°C or more, or when the temperature approaches 35°C, the parties on site shall confer regarding the performance of work.

c) If work has ceased for two consecutive days due to Hot Weather and the BOM has also forecast a cool change for that day, the Employees on site on that day will remain in air-conditioned amenities for one and a half (1.5) hours after the temperature reaches 35°C. If the temperature drops to below 33°C, the Employees will return to work.

d) Even at temperatures below 35°C a work area may be affected by Inclement Weather if it is in direct sunlight and, by agreement with the Health and Safety Committee and CYP, the work environment creates a serious risk to health and safety, having regard to the nature of the tasks being undertaken.

e) It is expressly agreed that, other than as provided for above, work shall not cease at any temperature below 35°C, and any stoppage of work prior to 35°C shall be a breach of the Construction Work Agreement rendering the Employees ineligible for any payment which may otherwise accrue.

f) The Project will ensure adequate workers are on hand to allow rotation in and out of the heat during any Critical Works.

g) All Employees will be tool boxed regarding how to manage their hydration and wellbeing during Hot Weather.

h) Where the external temperature exceeds 35°C and in the event the ventilation system in the tunnels and/or caverns ceases to operate either fully or partially and this creates a risk to the Health and Safety of the Employees, then Employees working underground (Clause 8.5.2) and inside the acoustic sheds (Clause 8.5.4) will cease work in accordance with clause 8.4.

8.5.2. Underground

a) Critical Works

i) It is not anticipated that the outside temperature will cause the tunnel and caverns to exceed 35°C. An Employee performing Critical Works underground during Hot Weather will continue to work without payment of a penalty.

b) Not performing Critical Works

ii) An Employee not performing Critical Works underground during Hot Weather will cease work in accordance with clause 8.4; or

iii) If required to continue working, shall be paid in accordance with clause 8.5.5.a) below.

8.5.3. **Outside Acoustic Shed or Other Covered Work Area**

a) Critical Works

i) An Employee performing Critical Works on the surface outside an acoustic shed or other covered work area during Hot Weather, will be paid a penalty equal to 100% of their ordinary time rate (as set out in Appendix B) for working ordinary hours, in addition to the applicable rate.

b) Not performing Critical Works

i) An Employee not performing Critical Works outside the acoustic shed or other covered work area during Hot Weather will cease work in accordance with Clause 8.4; or

ii) If required to continue working, shall be paid in accordance with clause 8.5.5.a) below.

8.5.4. **Inside Acoustic Shed or Other Covered Work Area**

a) Critical Works

i) An Employee, performing Critical Works inside an acoustic shed or other covered work area during Hot Weather, will be paid a penalty equal to 50% of their ordinary time rate (as set out in Appendix B) for working ordinary hours, in addition to the applicable rate at 35°C and up to 39°C. For Temperatures above 39°C the penalty shall increase to 100% of their ordinary time rate for working ordinary hours, in addition to the applicable rate.

b) Not performing Critical Works

i) An Employee not performing Critical Works inside the acoustic shed or other covered work area during Hot Weather will cease work in accordance with clause 8.4; or

ii) If required to continue working, shall be paid in accordance with clause 8.5.5.a) below.

8.5.5. **Requirement to continue working when not performing Critical Works**

a) An Employee not performing Critical Works may after consultation with CYP be requested to work during Hot Weather and will be paid a penalty equal to 100% of their ordinary time rate (as set out in Appendix B) for working ordinary hours, in addition to the applicable rate.

8.6. Dewatering

a) Where the whole of a site is so affected by surface water following a period of rain that all productive work, other than Critical Works, is suspended by agreement of the parties, then dewatering will proceed as above with Employees so engaged being paid at penalty rates as is the case for safety rectification work. When other Employees are undertaking productive work in an area or areas not so affected then dewatering will only attract single time rates.

b) Where a part of a site is affected by surface water following a period of rain, thus rendering some areas unsafe for productive work, consistent with CYP's obligations under the applicable health and safety legislation, appropriate Employees shall assist in the tidying up of their own work site or area if it is so affected. Where required, appropriate Employees will be provided with the appropriate PPE. Such work to be paid at single time rates. Productive work will continue in areas not so affected.

c) To avoid any confusion any 'dewatering' time which prevents an Employee from being engaged in their normal productive work is not included in any calculation for the purposes of determining whether an Employee is entitled to go home due to wet weather.

Clause 9. Hours of Work, Shiftwork & Overtime

9.1. Hours of Work

9.1.1. Ordinary hours of work are 36 per week, worked in accordance with the provisions of this clause.

9.1.2. Day Workers:

a) Ordinary hours of work for Day Workers will be eight (8) hours per day Monday to Friday.

b) Ordinary daily hours may be worked between the hours of 6:00 am and 6:00 pm.

9.1.3. Shiftworkers:

a) An Employee may be required to work shiftwork and shall be given at least 48 hours' notice of the requirements to work shiftwork.

b) The ordinary hours of work for Shiftworkers will be worked between Monday to Friday with the notional weekly hours based on a 36-hour week. This can be changed in consultation and by agreement with the affected employees. The intention of the parties is to work ordinary hours Monday to Friday.

c) A night shift is one where the majority of rostered ordinary hours fall between 6.00 pm and 6.00 am.

d) A day shift is any shift which commences between 6.00am and 11.00am.

e) Ordinary hours on a shift will attract a 100% loading, however no additional loading will apply to ordinary hours on a day shift worked between Monday and Friday.

f) Ordinary hours on dayshifts and nightshifts on a Saturday or Sunday shall attract a 100% loading.

g) Ordinary hours on Public Holidays shall attract a 150% loading.

9.1.4. Starting times will be set by CYP and may differ across the Project.

9.2. Breaks

9.2.1. Day Workers: One (1) 10 minute paid morning rest break and one (1) 30 minute unpaid lunch break will be scheduled within six (6) hours after work starts.

9.2.2. Shiftworkers: Will take a 30 minute meal break no later than five (5) hours after the commencement of each shift. The meal break will be counted as time worked when on shift work. There will be one (1) daily paid rest break of 20 minutes duration to be taken at a time that suits the operational requirements of the Project.

9.2.3. Where an Employee is required to work more than two (2) hours' overtime after the usual ceasing time they shall be allowed a 20-minute rest break paid at ordinary time rates, including shift loading where applicable, prior to commencing overtime. Employees who take payment in lieu of stopping work for this break will be regarded as having worked a further 20 minutes and shall be paid at double time. This subclause shall not apply where the overtime is worked in accordance with a set roster supporting Tunnelling Operations.

9.2.4. An Employee working overtime on a Saturday, Sunday or Public Holiday shall be allowed a paid 30-minute combined rest break/meal/crib break after four (4) hours' work, with a further paid 20-minute crib break if the overtime continues past eight (8) hours worked.

9.2.5. In the case of overtime work being cancelled by CYP at the end of the four (4)-hour minimum or any time thereafter, Employees will, in addition to the payments as prescribed, be paid for the 30 minutes combined crib/meal/rest break if not already taken.

9.2.6. If work proceeds beyond the four (4)-hour minimum, then Employees will be paid for all time so worked.

9.3. Overtime

9.3.1. Employees will be required to work reasonable overtime when requested.

9.3.2. All time worked outside or in excess of an Employee's ordinary hours of work shall be deemed overtime. All overtime is paid at double time.

9.3.3. An Employee required to work overtime on a Saturday or Sunday (and not part of a rostered shift arrangement) shall be paid a minimum of four (4) hours' work.

9.3.4. An Employee recalled to work overtime after leaving the Project (whether notified before or after leaving work) will be paid for a minimum of four (4) hours' work at overtime for each time the Employee is so recalled. Except in the case of unforeseen circumstances arising, the Employee will not be required to work the full four (4) hours if the job the Employee was recalled to perform is completed within a shorter period. This subclause will not apply in cases where it is customary for an Employee to return to work to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

9.3.5. No apprentice or trainee shall be required to work overtime or shiftwork at times which would prevent the Employee's attendance at a training facility, as required by any statute, agreement or regulation.

9.3.6. CYP may require any Employee to work reasonable overtime. Employees who accept an offer of overtime will be obliged to attend.

9.3.7. Where an Employee is engaged on shiftwork and the shift roster includes a regular overtime shift, attendance at the additional shift is considered compulsory. CYP will take into consideration an Employee's individual personal and/or family commitments, if requested by the Employee, when an Employee is unable to attend for the overtime shift.

9.3.8. **Overtime Meal Allowance**

9.3.9. Subject to the eligibility requirements of clause 20.2 of the Award, an Employee required to work overtime for one and one half (1.5) hours or more after working ordinary hours must be paid by CYP an Overtime Meal Allowance as outlined in the table below:

From the first full pay period on or after commencement of the Construction Work Agreement	$28.83
From the first pay period commencing on or after 1 July 2019	$30.27
From the first pay period commencing on or after 1 July 2020	$31.78
From the first pay period commencing on or after 1 July 2021	$33.37
From the first pay period commencing on or after 1 July 2022	$34.70

9.3.10. Offer and Acceptance of Weekend Overtime

a) CYP is committed to providing reasonable notice to Employees of an offer / cancellation of weekend overtime. To this end, notice will generally be provided prior to the normal meal break on Thursday. Where CYP is unable to give such notice CYP may offer / cancel such overtime by notifying affected Employees before the finish time of ordinary hours on Friday.

b) Overtime will be offered on a work required basis.

c) Employees who accept an offer of weekend overtime will be obliged to attend. However, Employees may find themselves unable to fulfil their commitment to attend site. Such Employees will notify CYP before the planned finishing time on Friday.

d) An Employee may refuse to work weekend overtime if the requirement to do so is plainly unreasonable having regard to:

i) the hours of work that will be worked by that Employee in the week of the weekend overtime;

ii) the amount of weekend overtime worked by the Employee within the previous six (6) weeks;

iii) the Employee's family responsibilities; and

iv) any other special circumstances peculiar to the Employee.

9.3.11. Leisure Time Protected

a) It is the intention of CYP and its Employees that excessive overtime will not be worked.

b) To this end the general standard of weekly hours will usually not be more than 56 per week (Monday to Saturday) for an individual Employee, provided that the aforesaid 'usual weekly hours' may by agreement be exceeded from time to time to meet the needs of the Project, or a specific task on the Project.

c) Reflecting this intention, it is recognised that:

i) CYP is not restricted as to the setting of daily hours within the 56 hour standard.

ii) It is acknowledged that additional hours are necessary for particular personnel (e.g. without limiting the foregoing, crane crews; peggies; first aiders; hoist drivers; concrete finishers; tunnelling operations), and such situations are not affected or restricted by this provision, as they are agreed to be a normal necessity of the industry.

iii) If time is lost on the Project due to any reason including (without limiting the foregoing) Inclement Weather, then such time may be made up by the scheduling of additional overtime provided that the total hours do not exceed 56 hours for the week for the individual Employee.

d) Nothing in this clause shall be read as to imply that payment as for 56 hours is guaranteed, and nothing in this clause shall diminish the right of CYP to schedule a lesser weekly program of hours.

e) 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:

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 CYP of the overtime and by the Employee of his or her intention to refuse it; and

v) any other relevant matter.

9.4. Public Holiday Work

9.4.1. For all Employees, double time and a half must be paid for any ordinary time or overtime worked on a Public Holiday with a minimum payment of four (4) hours.

9.5. Work on Fridays

a) CYP and Employees will endeavour to ensure that wherever possible and subject to operational requirements, normal productive work shall cease at the finish of ordinary hours on Fridays.

b) Operational requirements that would require productive work to continue past this time include, but are not limited to circumstances, where such, work will be able to continue if the work is necessary for the production schedule to be maintained or to ensure that other Employees can be productively employed e.g. work that is necessary to support enable or otherwise be in connection with Tunnelling Operations.

c) Other circumstances where work will be able to continue include the following: to recover time lost due to excessive periods of Inclement Weather, matters not necessarily the fault of CYP which have led to the Project being delayed or behind schedule, the requirement to meet CYP's work program and unexpected delays in the Project due to scheduling of other works or supply of materials.

d) An Employee has the right to determine their representation (if any) in accordance with clause 11 - Employee Representation of this Construction Work Agreement.

9.6. Minimum Break between days or shifts

9.6.1. It is agreed that no Employee shall resume or continue to work without having had 10 consecutive hours off duty between the termination of the overtime and the commencement of the Employee's ordinary work on the next day.

9.6.2. In the event that an Employee agrees to a request from site management to resume or continue to work without having had 10 consecutive hours off duty, the Employee shall be paid at double ordinary time rates until the Employee is released from duty for such period.

9.6.3. If the Employee has worked overtime on two (2) consecutive days where they have had two (2) 10 consecutive hours off duty and in the event of any further extended overtime, the Employee shall not resume or continue to work without having had 12 consecutive hours off duty in the event that an Employee agrees to a request from site management to resume or continue to work without having had 12 consecutive hours off duty, the Employee shall be paid at double ordinary time rates until the Employee is released from duty for such period.

9.6.4. The provisions of this clause shall apply in the case of Shiftworkers as if eight (8) hours were substituted for 10 hours when overtime is worked:

a) for the purpose of changing shift rosters; or

b) where a Shiftworker does not report for duty and a Day Worker or a Shiftworker is required to replace such Shiftworker.

9.7. Rostered Days Off

9.7.1. General entitlement

a) For each ordinary day or shift worked, 0.8 of an ordinary hour's pay will be withheld and accrued towards RDOs.

b) For clarity, 26 RDOs shall ordinarily be accrued by an Employee in each 12 months.

c) Each day of paid leave taken and any Public Holiday will be a day worked for accrual purposes.

d) RDOs are paid at the ordinary time rate paid to Employees at the time of taking the RDO, and shall include the Daily Fares and Travel Pattern Allowance, and any applicable Site Allowance as prescribed by the Construction Work Agreement.

9.7.2. Scheduled RDOs

a) RDOs will be scheduled in accordance with the indicative RDO/Working Day Calendars for 2018, 2019, 2020 and 2021 (attached at **Appendix C**).

9.7.3. RDO Arrangements

a) For clarity CYP may determine with its Employees when and where work can be performed to meet operational requirements in order to manage its business and improve productivity.

b) Where CYP and a majority of CYP's Employees at a work area agree, another day may be substituted for the scheduled RDO.

c) Wherever possible, such agreement will take place five (5) working days prior to the change being implemented.

d) RDOs taken are paid at the ordinary time rate paid to Employees at the time of taking the RDO and shall include the Daily Fares and Travel Pattern Allowance, and Site Allowance.

e) Upon commencement of employment, Employees who do not have a full RDO accrued, shall receive pro-rata accrual entitlements for the first RDO or group of RDOs falling after their commencement of employment. Thereafter, for the duration of employment with CYP, RDOs will be paid in full as they occur.

f) Upon termination of employment, an adjustment will be made to ensure that the full RDO entitlements, and no more, have been provided. This means that Employees then having received more RDOs than they were entitled to will have the relevant amount removed from final termination payments, and Employees who have received less than their full RDO entitlement will have the outstanding amount added to final termination payments.

9.7.4. Banking of RDOs

a) Where a Scheduled RDO is to be worked, the following shall occur:

i) there will be an alternate Designated Long Weekend as described below; or

ii) the RDO will be banked.

b) Up to five (5) RDOs may be banked and be drawn upon by the Employee in accordance with the indicative RDO calendar, or at times mutually agreed.

c) Details of such banked RDOs shall be entered on to each Employee's employment records.

d) In order to use a banked RDO an Employee must seek prior approval by CYP a minimum of seven (7) days in advance. Such a request will not be unreasonably withheld. Accrued RDOs must be taken before any Annual Leave day(s) are approved and taken.

9.7.5. Work on Scheduled RDOs

Work may take place on a Scheduled RDO or on any substituted day where it is required by CYP. Such requirements must be based on genuine circumstances.

a) Examples of where work may take place include, but are not limited to, the following:

i) to perform Critical Works; or

ii) for reasons arising from Emergency Works; or

iii) because of unforeseen delays.

b) For the avoidance of doubt, unforeseen delays include, but are not limited to: excessive periods of Inclement Weather, matters not necessarily the fault of CYP which has led to the Project being delayed or behind schedule, the requirement to meet CYP's work program and unexpected delays in the Project due to scheduling of other works or supply of materials, or work that cannot be performed on other days because of municipal council restrictions, or other relevant laws or regulations.

9.7.6. Performing work on Scheduled RDOs

a) Where CYP requires work to be performed on a Scheduled RDO (or any substituted day) it will consult with the affected Employees within a reasonable timeframe.

b) CYP is committed to providing as much notice as is reasonably practicable of a requirement to work. Wherever possible, notice will be at least nine (9) calendar days prior to the RDO in question.

c) An Employee may refuse to work on a Scheduled RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:

i) the Employee's family responsibilities; and

ii) any other special circumstances peculiar to the Employee.

d) An Employee required to work who has been consulted with in accordance with the procedure shall be paid at the ordinary hourly rate.

e) An Employee required to work who has not been consulted with in accordance with the procedure shall be paid 250% of the hourly rate.

9.7.7. Designated Long Weekends

a) A Designated Long Weekend ("DLW") is a weekend where a Scheduled RDO and a Public Holiday both fall adjacent to (either before or after) a weekend.

b) It is recognised that there is merit in programming no work on the RDOs adjacent to Public Holiday weekends during the working year. This will allow Employees to have quality paid family leisure time.

c) However, due to the unique nature of this Project, it is agreed that where CYP identifies a need to perform work on a DLW it can be achieved in two (2) ways:

i) the Employee performing working with additional penalties; or

ii) by agreeing on an alternate DLW, and perform the work on the original DLW without additional penalty.

9.7.8. Working on Designated Long Weekends

a) CYP will provide as much notice to Employees as possible.

b) Such requirement for Employees to work must be based on genuine circumstances.

c) CYP will consult and provide written notice at least two (2) weeks in advance to affected Employees. The notice must specify the dates of the DLW to be worked, and the dates of the proposed alternate DLW (being another period of consecutive days in lieu of the original DLW).

d) Normal rates will apply for work on the original DLW with the exception of the usual penalty rates for weekend work and Public Holidays.

e) An Employee may refuse to agree on an alternate DLW if the requirement to do so is plainly unreasonable having regard to:

i) the hours of work that will be worked by that Employee in the week prior to the DLW;

ii) the number of Scheduled RDOs worked by the Employee within the previous six (6) weeks;

iii) the Employee's family responsibilities; and

iv) any other special circumstances peculiar to the Employee.

f) An Employee required to work on a DLW (other than where the above procedure has been applied) shall be paid 250% of the hourly rate, for each weekend day, Public Holiday and RDO worked.

9.7.9. Disputes relating to work on Scheduled RDOs

a) Where in accordance with the disputes settlement procedure the union has been advised by the affected Employees of a concern regarding the process undertaken to work on the scheduled RDO (or substituted day) it will, by close of business on the Monday following the provision of CYP's notification, notify CYP of the concern.

b) The parties will meet urgently to hold discussions to attempt to resolve the matter. Where the matter cannot be resolved, it will be escalated in accordance with the disputes settlement procedure set out in the Construction Work Agreement.

c) Where the union fails to notify CYP by close of business on the Monday following the provision of CYP's notification, work shall be performed on the scheduled RDO (or substituted day) in question.

Clause 10. Leave

10.1. Annual Leave

10.1.1. Employees (other than casuals) will be entitled to four (4) weeks' paid Annual Leave per annum, provided that Continuous Shiftworkers shall be entitled up to one (1) additional week's paid Annual Leave.

10.1.2. An Employee's entitlement to paid Annual Leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

10.1.3. Annual Leave is paid at the Employee's ordinary time rate (as set out in Appendix B) being paid to the Employee immediately prior to the taking of the Annual Leave, plus 17.5% loading.

10.1.4. Instead of the payment in respect of Annual Leave loading provided for in clause 10.1.3 an Employee who would have worked on Shiftwork had they not been on leave and where the Employee would have received shift loadings prescribed by clause 9.7.3, had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loading as prescribed in clause 10.1.3 will be included in the rate of wage instead of the 17.5% loading.

10.1.5. **Taking of Annual Leave**

a) Other than the Easter and Christmas Shutdowns outlined in clause 10.1.7, CYP and an Employee shall seek to reach agreement on the taking of Annual Leave at a mutually convenient time. CYP will not otherwise unreasonably refuse an Employee's request to take Annual Leave.

10.1.6. **Annual Leave upon termination**

a) On termination of employment, the value of any accrued but untaken Annual Leave shall be paid out to an Employee.

b) Leave loading will also apply to Annual Leave paid out upon termination.

10.1.7. **Easter and Christmas Shutdown**

a) Subject to clause 10.1.7.e) it is agreed that Annual Leave is to be taken as per the agreed indicative RDO / Working Day Calendars in the Construction Work Agreement.

b) An Employee required to work who has been consulted with in accordance with the Procedure in clause f), shall be paid 300 percent of the hourly rate prescribed in the Construction Work Agreement for the Employee's classification, for 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.

c) Where CYP decides to close a site over the Easter and Christmas/New Year period in excess of the agreed Shutdown period, CYP shall give at least two (2) months' notice to Employees.

d) Employees who do not have sufficient leave may be given annual leave in advance or leave without pay.

e) CYP may request any Employee to work during Easter and/or the Christmas period where necessary to meet operational requirements. In any such event CYP shall recognise the individual right of Employees not to work, provided Employees shall not unreasonably refuse such a request.

f) CYP is committed to providing as much notice as reasonably practicable regarding the proposal to work. Whilst it is recognised that some circumstances may prevent the ability to provide reasonable notice, where practicable, two (2) months' notice of the intention of to work over this period be provided.

g) Where work is required during the Easter and Christmas Shutdown, CYP will consult, and agreement must be reached between CYP and a majority of affected Employees.

10.1.8. **Critical Works and Emergency Works**

Alternate Easter and Christmas Shutdown Allocation

a) Due to the unique nature of the construction industry, it is agreed that this provision shall apply where CYP has identified a need to perform work during an Easter or Christmas Shutdown period to complete works in relation to Critical Works and Emergency Works, by allocating an alternate Shutdown.

b) CYP will provide as much notice to Employees as possible. Whilst it is recognised that some circumstances may prevent the ability to provide reasonable notice, where practicable, two (2) months' notice of the intention to work over this period will be provided.

c) Such requirement for Employees to work must be based on genuine circumstances.

Procedure

d) CYP will consult and provide written notice to affected Employees. The notice must specify which dates will be worked, and the dates on which the leave may be rescheduled.

e) CYP will provide affected Employee/s the opportunity to notify the Union or other chosen representative of the Employee/s in writing prior to the Shutdown that work will be performed.

f) Another period of consecutive days may be substituted for the Easter and Christmas shutdown, or part thereof.

g) Where there is a dispute in relation to an alternate Shutdown, and it is unable to be resolved at the workplace level, the matter may be determined in accordance with Clause 4 - Disputes Settlement Procedure of the Construction Work Agreement, provided that the status quo shall be that works shall proceed during the Christmas or Easter period.

Rates

h) Ordinary rates will apply for the Shutdown period with the exception of the usual penalty rates for weekend work and Public Holidays.

i) An Employee required to work, shall be paid 200 percent of the hourly rate prescribed in the Construction Work Agreement for the Employee's classification, for work on any day, between and inclusive of Christmas Day and New Year's Day with the exception of usual penalty rates for Public Holidays.

j) An Employee may refuse to work during an Easter or Christmas Shutdown (or any substituted Shutdown period) if the requirement to do so is plainly unreasonable having regard to:

i) the hours of work that will be worked by that Employee in the week prior to the Shutdown;

ii) the number of scheduled RDOs worked by the Employee within the previous six (6) weeks;

iii) the Employee's family responsibilities; and

iv) any other special circumstances peculiar to the Employee.

10.1.9. **No Cashing Out**

a) It is a breach of the Construction Work Agreement for an Employee to be paid his/her full accrual, or part thereof, of Annual Leave at Christmas or any other time, unless that Employee takes such Annual Leave or his/her employment is terminated. Employment is not to be terminated for reasons of avoidance of this sub-clause.

10.1.10. **Public Holidays falling within Annual Leave**

a) If a Public Holiday, as prescribed in the Construction Work Agreement, falls within an Employee's Annual Leave the Public Holiday does not constitute part of the Employee's Annual Leave and will be paid as ordinary hours.

10.1.11. **Employee not taken to be on paid Annual Leave at Certain Times**

a) If the period during which an Employee takes paid Annual Leave includes a period of other leave, e.g. a Scheduled RDO, Personal Leave, or a period of absence for Community Service Leave, the Employee is taken not to be on paid Annual Leave for the period of that other leave or absence.

10.2. Public Holidays

10.2.1. Employees shall be entitled to be absent form work on the following Public Holidays without loss of pay:

a) New Year's Day;

b) Australia Day;

c) Good Friday;

d) Easter Saturday;

e) Easter Sunday;

f) Easter Monday;

g) Queen's Birthday;

h) Labour Day;

i) Anzac Day;

j) Christmas Day;

k) Melbourne Cup Day;

l) Boxing Day;

m) Grand Final Eve (Friday before the AFL Grand Final).

10.2.2. If any of these holidays in clause 10.2.1 above are declared not to be holidays in Victoria, they will no longer be Public Holidays under this clause 10.2.

10.2.3. Any other day which is declared by, or under a law of Victoria to be observed generally within Victoria or a region of Victoria, as a Public Holiday will also be a Public Holiday for the purposes of clause 10.2.1.

10.2.4. If a day or part day is substituted for a day or part day that would otherwise be a Public Holiday because of clauses 10.2.1 and 10.2.3, then the substituted day or part day is the Public Holiday for the purposes of this clause.

10.2.5. The rate of pay for Public Holidays not worked will be the ordinary time rate for ordinary hours.

10.3. Personal and/or Carer's Leave

10.3.1. Employees (other than casual Employees) shall be entitled to paid Personal and/or Carer's Leave when they are absent from work due to:

a) a personal illness or injury; or

b) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household due to an illness or injury affecting the member, or an unexpected emergency affecting the member.

10.3.2. Employees (other than casual Employees) will accrue 10 days of Personal and/or Carer's Leave per year.

10.3.3. Personal and/or Carer's Leave will be granted by CYP subject to:

a) the Employee notifying CYP as soon as practicable of the Personal and/or Carer's Leave; and

b) providing to CYP's satisfaction evidence that the Personal and/or Carer's Leave is/was justified. Such evidence may be a doctor's certificate, or a statutory declaration where CYP accepts it is appropriate.

10.3.4. Upon commencement of employment Employees will automatically be credited with five days' Personal and/or Carer's Leave. After six (6) months of employment, the leave will begin to accrue progressively up until it reaches 10 days at the conclusion of 12 months' employment.

10.3.5. An Employee's entitlement to Personal and/or Carer's Leave accumulates from year to year.

10.3.6. If an Employee's employment is terminated and they are re-engaged by CYP within a period of six (6) months, the Employee's unclaimed sick leave from the previous engagement will continue from the date of re-engagement, unless these days have been notified to the Construction Industry Portable Sick Leave Scheme, in which case they will be available from that Scheme.

10.3.7. Personal and/or Carer's Leave shall be paid at the ordinary rate of pay applicable under the Construction Work Agreement at the time that an Employee takes such leave.

10.3.8. Where an Employee is on Annual Leave and a situation arises whereby the Employee may access their Personal and/or Carer's Leave, the Employee will be taken not to be on Annual Leave for that period.

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

10.4. Compassionate Leave

10.4.1. This clause is intended to summarise the NES entitlement. It is not intended to replace or over-ride the NES.

10.4.2. Employees (other than casual Employees) are entitled to two (2) days' paid leave at the ordinary rate, for each occasion if a member of their immediate family or household either dies or has a personal illness or injury that poses a serious threat to their life. Further unpaid leave may be granted by CYP. The Employee will provide CYP with substantiating documentation if requested.

10.4.3. Unpaid compassionate leave will be in accordance with the NES.

10.5. Community Service Leave (other than Jury Service)

10.5.1. Employees are entitled to Community Service Leave in accordance with the NES.

10.6. Jury Service

10.6.1. Subject to this clause, Employees are entitled to leave and payment for jury service in accordance with the NES.

10.6.2. An Employee (other than a casual Employee) called for jury service during ordinary working hours will be reimbursed by CYP an amount equal to the difference between the amount paid by the Court and the amount of ordinary rate earnings he/she would have received for the ordinary time hours for which the Employee's attendance at the Court was required up to a maximum of 10 days' pay.

10.6.3. The Employee will provide CYP with proof of attendance, duration of attendance and amount received in respect thereof.

10.7. Parental Leave

10.7.1. Parental Leave shall be in accordance with the NES (including that after 12 months of continuous employment, eligible Employees may take up to 12 months of unpaid leave for the purpose of being the primary carer of a newborn or newly adopted child).

10.7.2. In addition, if the Employee is entitled to paid parental leave under the Paid Parental Leave Act 2010 (Cth) (PPL Act) as the primary carer of the child:

a) CYP will provide 10 weeks' paid parental leave for part of the 12 months of unpaid leave as outlined in clause 10.7.1 above; and

b) the payment will be the equivalent to the difference between the Employee's entitlement to paid parental leave for a 10 week period under the PPL Act (based on the minimum wage) paid at the Employee's minimum wage rate prescribed by clause 19 of the Award, applicable to their classification.

10.7.3. In accordance with section 22 of the Fair Work Act 2009 (Cth), unpaid leave does not count as Continuous Service, however, it does not break service.

10.8. Family Violence Leave

10.8.1. 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; or

ii) is emotionally or psychologically abusive; or

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

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

10.8.2. 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.

10.8.3. For the purposes of 10.8.2.b) and 10.8.2.e) relationship may be an intimate personal relationship whether or not it is sexual in nature.

10.8.4. **Confidentiality**

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

10.8.5. **Leave**

a) An Employee (other than a casual Employee) experiencing family violence will have access to 10 days per year, of accrued Personal and/or Carers' Leave to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

b) Upon exhaustion of the above leave entitlements, Employees may request unpaid leave for periods of up to five (5) days for the purposes outlined in sub-clause a) above.

c) CYP shall not unreasonably refuse a request made under this clause.

d) Family Violence Leave may be taken as consecutive or single days or as a fraction of a day.

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

f) In addition, CYP 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.

g) For the avoidance of doubt, Family Violence Leave does not accumulate from year to year and is not paid out on termination of employment.

10.9. Picnic Day

10.9.1. The parties agree that Building Industry Picnic Day will continue to apply during the life of the Construction Work Agreement in accordance with the following:

a) All Employees shall, as far as practicable, be given and shall take this day as picnic day without deduction of pay.

b) Any Employee required to work on this day shall be paid at the rate of double time and a half; provided that an Employee who attends for work as required on this day shall be paid for not less than four (4) hours' work.

c) CYP may require from an Employee evidence of their attendance at the picnic and the production of the butt of a ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by CYP payment need not be made unless the evidence is produced.

10.10. Long Service Leave

10.10.1. Long Service Leave shall be in accordance with and provided by CoINVEST as described at clause 6.3 of the Construction Work Agreement.

Clause 11. Employee Representation

11.1. Representation

11.1.1. Clause 11 of the Construction Work Agreement outlines the rights for Employee Representatives and Union Delegates when assisting Employees.

11.1.2. For clarity, each Employee has the right to determine whether they wish to be represented or not. Such representatives (or individual Employees) are entitled to the protections of Division 4 of Part 3-1 of the Fair Work Act 2009 (Cth) in relation to their involvement in lawful industrial activities.

11.1.3. The parties recognise the role the Employees' on-site representative has in seeking to ensure industrial harmony on the site or at the workplace. Further the parties recognise, subject to clause 11.1.2, the on-site representative is a first point of contact for an Employee who has an employment related grievance or a grievance, query or concern arising under the terms of the Agreement.

11.1.4. A Union Delegate/Employee Representative shall, upon notification to CYP, be recognised as an accredited representative of the Employees and, if an Employee seeks representation by the representative, that representative will be allowed all necessary time during working hours to submit to CYP employment related matters affecting the Employees he/she represents. At all other times the Union Delegate/Employee Representative will perform productive work within his/her range of qualifications and competence. Further, the Union Delegate/Employee Representative shall be allowed reasonable time during working hours to attend to such matters affecting the Employees including the right to attend appropriate meetings, FWC hearings and the like.

11.1.5. The parties recognise that Union Delegates may be involved in assisting Employees where requested pursuant to the disputes settlement procedure of the Construction Work Agreement.

11.2. Union Delegate Rights

11.2.1. Where an Employee has been elected as a Union Delegate, CYP will recognise the following rights:

a) the right to be treated fairly and to perform their role without any discrimination in their employment;

b) For the Union Delegate to represent an Employee when 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 on a notice board 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; and

f) the right to represent the interests of members in their workplace to CYP, their Union and industrial tribunals/courts.

11.3. Employee Representative Rights

11.3.1. Where an Employee has been elected as an Employee Representative, CYP 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 Employee Representative to represent an Employee where requested in relation to a grievance, dispute or a discussion;

c) 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;

d) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace; and

e) the right to represent the interests of Employees who request their assistance in their workplace to CYP and industrial tribunals/courts.

11.4. Union Delegate/Employee Representative Facilities

11.4.1. Union Delegate/Employee Representative Facilities

A Union Delegate/Employee Representative will be provided with access to a telephone, a computer and a private lockable area to assist in performing his/her functions in a professional and timely manner.

11.5. Industrial Relations Training Leave

11.5.1. Union Delegate/Employee Representative shall have access to industrial relations training in accordance with Part A of Appendix E hereof.

11.6. Tool Box Meetings

11.6.1. Tool Box Meetings are regarded as an important part of site-based communications. CYP will develop a program of consultation with its site-based Employees around safety, productivity, constructability and methodology.

11.7. Right of Entry

11.7.1. Recognition of rights

a) The parties acknowledge the regulation of union entry to workplaces under the Fair Work Act 2009 (Cth) and the applicable health and safety legislation, and recognise their obligation to comply with the requirements of these laws when rights are being exercised under that legislation. The parties agree that nothing in this clause can deprive any party of their rights or remedies under the Fair Work Act 2009 (Cth) and the applicable health and safety legislation.

b) Subject to the Building Code 2016, as applicable, and clause 11.7.1.a) the parties recognise that Union officials can enter a site at the express invitation of CYP for other purposes and that any such invitation may be withdrawn at any time at the discretion of CYP.

c) CYP will not refuse or unduly delay entry onto a site by Union officials who are entitled to enter the site in accordance with the Fair Work Act 2009 (Cth) and the applicable health and safety legislation.

11.7.2. Notice of entry

a) When seeking to exercise right of entry pursuant to s.481 of the Fair Work Act 2009 (Cth), each Union official must provide a duly completed entry notice outlining the nature of the breach (including particulars as required by the Fair Work Act 2009 (Cth)). This notice must be provided in accordance with the Fair Work Act 2009 (Cth).

b) When seeking to exercise statutory rights of entry for the purposes of discussions with Employees under s.484 of the Fair Work Act 2009 (Cth), each Union official must provide a duly completed entry notice in accordance with the requirements of the relevant legislation including providing 24 hours' written notice before the entry.

c) When seeking to exercise entry for workplace health and safety purposes under s.494 of the Fair Work Act 2009 (Cth) , and the relevant provisions of the applicable health and safety legislation, the parties will comply with relevant statutory requirements, including those relating to entry notices.

11.7.3. Permits

a) Each Union official exercising statutory entry rights in relation to CYP must provide the following to CYP upon request on each occasion they visit site:

i) their Federal right of entry permit; and

ii) if they are exercising a right under the applicable health and safety legislation, their permit under the applicable health and safety legislation in addition to their Federal right of entry permit,

and carry those permits with them at all times whilst on site.

11.7.4. Procedures when entering site

a) Each Union official must, prior to entering and while on any site owned, operated or occupied by CYP:

i) be wearing all suitable personal protection equipment required for that site;

ii) identify themselves, including their full names, on request by CYP, provided that such requests are not repeated unreasonably;

iii) sign their names in the visitor's book, or any other sign in book at a designated location on site ("Sign In Book");

iv) have undertaken or agree to undertake the applicable site visitor induction, so as to ensure that they are aware of specific safety requirements at that site at the time of the visit, as required by site management; and

v) comply with all reasonable occupational health and safety requirements that apply to the site.

b) When leaving any site owned, operated or occupied by CYP, Union officials will sign out of the Sign In Book.

c) Upon a request made by the Union for a visitor induction for a specific site, CYP will provide the relevant visitor induction within a reasonable period.

11.7.5. The parties recognise the importance and powers of Health and Safety Representatives who are elected under the applicable health and safety legislation, in playing a valuable role in preventing and identifying unsafe conditions and practices, and helping prioritise the rectification of unsafe areas, in respect of the work group they represent.

Clause 12. Health and Safety

12.1. Safety Objectives

12.1.1. The parties recognise the potentially hazardous nature of the construction industry. To this end, the parties to the Agreement are committed to continuous improvement in work health and safety standards through the implementation of an organisational framework which involves all parties in protecting Employees' health and safety in accordance with clause 12.1.3.

12.1.2. In meeting these objectives, the parties have agreed to consider a broad agenda through the consultative processes established by the Construction Work Agreement. Such an agenda will include:

a) measures designed to include the safe operation of plant and equipment;

b) training issues including specific hazards, health and safety systems, and site induction;

c) management of work health and safety through a comprehensive approach which aims to control hazards at their source, reduce the incidence and costs of occupational injuries and illnesses; and

d) risk of fatigue.

12.1.3. CYP will acknowledge its obligations to comply with all applicable work health and safety legislation regulating CYP, including the applicable health and safety act, workers compensation legislation, regulations, codes of practice and relevant and appropriate Australian and Industry Standards, and will submit to the jurisdiction of the regulator and Courts exercising such competent jurisdiction under that applicable safety regime in respect of its compliance with those obligations.

12.2. Inductions

12.2.1. Prior to first attending the site, all Employees shall have successfully completed the Basic Site Induction ("Construction Induction Card") course conducted by a Registered Training Organisation ("RTO"). Employees shall provide proof evidencing same if requested.

12.2.2. All new Employees who have not obtained a Construction Induction Card will be required to undertake an attendance based course within 28 days where reasonably practicable.

12.2.3. In addition, all new Employees of CYP will be properly informed by management of:

a) the rights and obligations of the Construction Work Agreement including its disputes/grievance resolution procedures;

b) the appropriate issue of work clothing and safety equipment as per the Construction Work Agreement; and

c) CYP safety requirements including relevant legislation.

12.2.4. Furthermore, all new entrants to the Project will receive an induction to the particulars and peculiarities of that site. In order to achieve this, it is recommended that, all persons performing or supervising work who are new to the site shall be given an explanation of the following by site management:

a) site safety including relevant legislation; and

b) site-specific matters such as security procedures etc.

12.2.5. The induction presentation and material shall have regard to the language skills of the Employee.

12.3. Health and Safety Representatives

12.3.1. When requested, Health and Safety Representatives and deputies will be elected in accordance with the applicable health and safety legislation, for a determined and agreed work group of which the Employee is a member.

12.3.2. The Health and Safety Representative/s shall be elected by the Employees on the job on a democratic basis and shall be subject to recall by a similar process.

12.3.3. Parties covered by the Construction Work Agreement recognise the important role of Health and Safety Representatives. The Health and Safety Representatives have a key role in the early intervention in health and safety issues under the Construction Work Agreement.

12.3.4. The Health and Safety Representative/s shall be allowed to consult with CYP, or persons acting on his/her behalf, on matters directly concerned with safety of workers, and promote the safe conduct of work generally.

12.3.5. The parties acknowledge that the Health and Safety Representative have rights under the applicable health and safety legislation.

12.4. Health and Safety Representative Meetings

12.4.1. A Health and Safety Representative will be allowed reasonable paid time during working hours to attend to on the job, work health and safety matters affecting Employees he/she represents providing that the Representative informs their manager and agreement is reached. At all other times the Representative will perform productive work within his/her range of qualifications and competencies.

12.5. Procedure with Dealing with Safety Issues or Incidents

12.5.1. This procedure shall be followed in good faith and without unreasonable delay. If an issue is not settled by observance of this procedure, or if the procedure is disregarded by either party, the matter will be dealt with in accordance with Clause 4 of the Construction Work Agreement.

12.5.2. Nothing in the Construction Work Agreement shall take precedence over the applicable health and safety legislation.

12.5.3. **Procedure for reporting issues**

a) If an Employee wishes to raise a health and safety issue in a workplace, that Employee must report it to the Health and Safety Representative or to the CYP Safety Supervisor or another management representative.

b) An Employee may take all steps that are necessary, including leaving the Employee's part of the workplace, to report an issue.

c) If CYP identifies a health and safety issue it may report it to the Health and Safety Representative.

12.5.4. **Procedure for resolving issues**

As soon as possible after an issue has been reported, a CYP Safety Supervisor or another management representative and the Health and Safety Representative or the Employees affected by the issue must meet and try to resolve the issue.

The resolution of the relevant issue must consider any of the following factors that may be relevant:

a) whether the hazard or risk can be isolated;

b) the number and location of Employees affected by it;

c) whether appropriate temporary measures are possible or desirable;

d) whether environmental monitoring is desirable;

e) the time that may elapse before the hazard or risk is permanently corrected; and

f) who is responsible for performing and overseeing the removal of the hazard or risk.

12.5.5. If any party involved in the resolution of the issue requests, the details of the issue and all matters relating to its resolution must be set out in writing by CYP to the satisfaction of all parties.

12.5.6. As soon possible after the resolution of an issue, details of the agreement must be brought to the attention of affected Employees in an appropriate manner.

12.5.7. **Direction to cease work**

If:

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

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

c) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 12.5.4,

CYP 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. Such a direction can only be issued under and in accordance with the applicable health and safety legislation.

12.5.8. During any period for which work has ceased in accordance with such a direction, CYP may assign any Employees whose work is affected to suitable alternative work.

12.5.9. **Rectification of Safety Hazard**

12.5.10. Where, because of the existence of a safety hazard, a site has been stopped for a defined period of time and Employees sent off site by agreement between site managers and any combination of, Health and Safety Committee, those Employees who remain on site to do rectification work will be paid at the rate of double time for all such work.

12.5.11. This would not be applicable on normal dewatering (see clause 8.6) or normal housekeeping work or where a section of the site has been declared unsafe and normal rectification occurs whilst the remainder of the site carries on working. It is agreed that any ‘housekeeping’ work performed on the Project is to be paid at single time rate.

12.5.12. **Sabotage**

Sabotage is of concern to all parties involved on any work site and may affect safety, and therefore both the physical and mental wellbeing of all persons on site.

The parties to the Construction Work Agreement will not tolerate sabotage and will ensure that any person/s responsible for such action is immediately dismissed.

It is accepted that the relevant authorities may have to be notified, and provisions of the applicable health and safety legislation implemented.

12.6. CYP Safety Supervisor

12.6.1. CYP shall appoint a management representative responsible for safety ("CYP Safety Supervisor"). The CYP Safety Supervisor shall be given the necessary authority to ensure that all safety laws, procedures or codes of practice are observed, and that the terms of clause 12 are applied.

12.6.2. The person appointed as the CYP Safety Supervisor shall be experienced in the work being performed. Other duties may be assigned by CYP to a CYP Safety Supervisor, provided that such duties shall not prevent him/her from exercising his/her duties as a CYP Safety Supervisor.

12.7. Health and Safety Committee

12.7.1. CYP will establish a Health and Safety Committee on the Project as appropriate in accordance with the applicable health and safety legislation and corresponding regulations.

12.7.2. A Health and Safety Committee for the Project will also be established in accordance with the applicable health and safety legislation if requested.

12.8. Training for Health and Safety Representatives

12.8.1. All duly elected Health and Safety Representatives shall be allowed to attend training and information sessions subject to the same requirements as those contained in Part B of Appendix E so that Health and Safety Representatives are kept abreast and fully informed in the provision and maintenance of the highest possible Health and Safety Representative standards.

12.9. Interaction of OHS and WHS Act

12.9.1. The parties recognise that the Occupational Health and Safety Act 2004 (Vic) ("OHS Act") and the Work Health and Safety Act 2011 ("WHS Act") will apply on this Project.

12.9.2. It is a fundamental objective of this Project that any interaction between the OHS and WHS Acts do not impede the Safety Objectives as per clause 12.1.

12.9.3. The following Procedure will apply if a party can demonstrate that the interaction of the OHS and WHS Act is impeding the Safety Objectives:

a) A party to the Agreement must demonstrate evidence that the OHS and WHS Act is impeding the Safety Objectives.

b) This evidence must be presented to the Health and Safety Representative and the CYP Safety Supervisor in the first instance.

c) The Health and Safety Representative and the CYP Safety Supervisor will convene the Health and Safety Committee as per clause 12.7 to discuss the issue and the Health and Safety Committee may seek assistance from any qualified person/s, to participate in these discussions.

d) To avoid doubt, once the Health and Safety Committee is convened, normal procedures and obligations in accordance with the applicable safety legislation will then apply and be followed by the parties in accordance with clause 12.1.3.

12.10. Personal Protective Equipment

12.10.1. While not being part of any issue of work clothing/equipment supplied (see clause 7.3), CYP shall be required to provide the following personal protective equipment (SAA approved) for use, when necessary, by Employees during the performance of their required duties:

a) ear/hearing protection;

b) gloves; and

c) skin protective cream/sun screen (30+/50+ rating).

12.10.2. In addition, one pair of UV-rated safety glasses or UV-rated clip-ons suitable to overlay prescription spectacles, shall be made available for Employees who are required to work on reflective surfaces such as:

a) metal decking;

b) large concrete slabs exposed to sunlight;

c) roofing; and

d) curtain walling.

12.11. Additional Safety provisions (Heavy Materials)

12.11.1. **Heavy Materials**

An Employee shall not be required to lift a building materials in excess of 20 kg in weight unless such Employee is provided with a mechanical aid or with an assisting Employee; provided that an Employee shall not be required to manually lift any building materials in excess of 20 kg weight to a height of more than 4 feet (1.2m) above the working platform.

12.11.2. **Crane Erection & Jumping**

a) Cranes and man/material hoists may be erected, altered, climbed and dismantled during times when ordinary production works are in progress subject to the work being done in full compliance with a relevant operational safety zone ("OSZ") plan which has been developed specifically for that operation with consideration to overall site safety.

b) The crane crew for each tower crane ("Crane Crew") must consist of the following:

i) crane driver; and

ii) three (3) dogmen.

c) In addition to the appropriate tickets held by the crane driver and the dogmen, the following high risk licences must be held amongst the Crane Crew:

i) rigging; and

ii) material handling.

d) Where the Project consists of a single Crane Crew, CYP should endeavour to ensure another member of the Crane Crew holds a crane driver's licence.

Clause 13. Other Matters

13.1. Posting of Agreement

13.1.1. To ensure that the parties are aware of the terms of the Agreement, and to assist in any resolution of a disputes or the avoidance thereof a copy of the Construction Work Agreement shall be retained by CYP at all times for ready access by any Employee on a Project site or via access to CYP's intranet, and CYP will provide a permanent copy for each Union Delegate or Employee Representative and Health and Safety Representative on a Project site.

13.1.2. CYP will provide Employee/s with a copy of the Agreement.

13.2. Site Record Keeping

13.2.1. CYP will maintain a current record of all Employees and sub-contractors on site.

13.3. Lift Operations

13.3.1. The parties agree that hoist driver/s (e.g. Alimak operators) will not be required when the passenger lift/s (Alimak) are transporting personnel (and not construction materials) during Tunnelling Operations, from the top of the shaft to the bottom of the shaft.

13.4. Drugs and Alcohol

13.4.1. CYP is committed to Alcohol and Other Drug (AOD) testing throughout the life of the Project, in accordance with Appendix G.

Clause 14. Signatories

I am authorised by Lendlease Engineering Pty Ltd to sign the Construction Work Agreement on its behalf	Name	MICHAEL KALINOWSKI
	Address	80 COLLINS ST. MELBOURNE
	Title	PROJECT DIRECTOR
Signed [redacted]	Date	9/11/2018

I am authorised by Bouygues Construction Pty Ltd to sign the Construction Work Agreement on its behalf	Name	SEVED ROSIN
	Address	71 PACIFIC HWY. N. SYDNEY
	Title	CEO
Signed [redacted]	Date	9/11/2018

I am authorised by John Holland Pty Ltd to sign the Tunnelling Work Agreement on its behalf	Name	Leon Izmisitlian
	Address	Lvl 3, 65 Pirrama Rd, Pyrmont, NSW
	Title	GM People Operations
Signed [redacted]	Date	9/11/2018

I am authorised by the CFMMEU to sign the Construction Work Agreement on its behalf	Name	Elias Spernovasilis
	Address	540 Elizabeth St/Melb 3000
	Title	Assistant Secretary
Signed [redacted]	Date	8-11-2018

I am authorised by the AWU to sign the Construction Work Agreement on its behalf	Name	BEN DAVIS Victorian Branch Secretary The Australian Workers' Union 685 Spencer St, West Melbourne VIC 3003
	Address	
	Title	
Signed [redacted]	Date	8/11/18

APPENDICES

Appendix A – Classification Structure

CW 1	**Construction Worker 1**
	Labourer
	Formwork stripper
	Concrete Gang Stripper
	Concrete Cutter
	Traffic Controller
	Chainman
	Fencer
CW 2	**Construction Worker 2**
	Concrete Batcher
	Scaffolder
	Steelfixer
	Concrete Finisher
	Survey Assistant
	Manhole Builder
	Pitcher or Beacher
	Hoist Driver
	Spotter
CW 3	**Construction Worker 3**
	Rigger / Dogman
	Drainer
	Form Setter
	Pipe Layer
	Renderer
	Drilling Machine
	Small Trenching Machine
CW3 Trade	**Construction Worker 3 (Trade)**
	Form Work / Carpenter
CW 4	**Construction Worker 4**
	Marker / Setter Out
	Drilling Machine (> 155 mm to 230 mm)
	Winding and Haulage Driver
	Concrete Paver
CW 5	**Construction Worker 5**
	Special Class Tradesman
	Drilling Machine (over 230 mm)
CW 5 Crane Crew	**Construction Worker 5**
	Trainee Dogman/Crane Hands on Fixed Cranes
CW 7 Crane Crew	**Construction Worker 7**
	Tower Crane Crew (Operators &
	Dogman / Crane hands)

PCW 1	**Plant Operator 1**	**Equivalent Cat Machines**
	Roller (0 - 5 tonnes)	CS-323C
PCW 2	**Plant Operator 2**	**Equivalent Cat Machines**
	Trucks (up to 12 tonne payload)	Small Rigid
PCW 3	**Plant Operator 3**	**Equivalent Cat Machines**
	Roller (over 10 tonnes)	563, 583
	Trucks (12 to 35 tonnes payload)	769
	Excavator (up to 16 tonnes)	301 to 315
	Skid Steer (single class)	216 to 248
	Wheel and Track Loader (up to 100 kw)	902 to 928
	Winch Driver	
	Forklift Driver	
	Mobile Hydraulic Platform Operator	
PCW 4	**Plant Operator 4**	**Equivalent Cat Machines**
	Compactors (up to 200kw)	815
	Excavator (16 to 65 tonnes)	317 to 325
	Backhoe Loader (single class)	416 to 438
	Wheel and Track Loader (100 to 200 kw)	838 to 972
	Crawler Tractors (up to 100 kw)	D3 to D5
	Rollers (over 12 tonne)	n/a
	Scrapers (300 to 400 kw)	627, 631, 637
	Trucks (35 to 120 tonne payload)	773, 775, 777
	Mobile Cranes (up to 15 tonnes)	
	Gantry Cranes	
PCW5	**Plant Operator 5**	**Equivalent Cat Machines**
	Compactors (200kw plus)	825
	Excavator (25 to 65 tonnes)	330 to 345
	Wheel and Track Loader (200 to 300 kw)	980
	Crawler Tractors (100 to 200 kw)	D6 to D7
	Dump Trucks (50 tonnes plus)	n/a
	Trucks (120 to 200 tonnes)	785, 789
	Mobile Cranes (15 to 100 tonnes)	
PCW 6	**Plant Operator 6**	**Equivalent Cat Machines**
	Excavator (65 to 115 tonnes)	365 to 375
	Wheel and Track Loader (300 kw plus)	988 to 994
	Compactors (200kw plus) with GPS	825
	Trimmer	
	Scrapers	651
	Crawler Tractors (200 to 350 kw plus)	D8
	Grader (Final Trim)	
	Trucks (200 tonnes plus payload)	793
	Mobile Cranes (100 tonnes plus)	
PCW 7	**Plant Operator 7**	**Equivalent Cat Machines**
	Excavator (115 tonnes plus)	5110 to 5230
	Scrapers	657, 637
	Crawler Tractors (350 kw plus)	D8 (with GPS) to D11
	Grader (Expert Final Trim)	

Appendix B – Rates of Pay

	On Commencement of Agreement	First full pay period on or after 01 Mar 2019	First full pay period on or after 01 Mar 2020	First full pay period on or 01 Mar 2021	First full pay period on or after 01 Mar 2022	First full pay period on or after 01 Mar 2023
	Rate per hour	Rate per hour	Rate per hour	Rate per hour	Rate per hour	Rate per hour
CW 1	$41.46	$43.53	$45.71	$48.00	$49.91	$51.91
CW 2	$42.78	$44.92	$47.16	$49.52	$51.50	$53.56
CW 3	$44.24	$46.45	$48.77	$51.21	$53.26	$55.39
CW3 (Trade)	$45.51	$47.79	$50.17	$52.68	$54.79	$56.98
CW 4	$47.38	$49.75	$52.24	$54.85	$57.04	$59.32
CW 5 (Crane Crew)	$47.92	$50.32	$52.83	$55.47	$57.69	$60.00
CW 5	$49.16	$51.62	$54.20	$56.91	$59.19	$61.55
CW 7 (Crane Crew)	$51.53	$54.11	$56.82	$59.66	$62.05	$64.53
PCW 1	$39.87	$41.86	$43.96	$46.15	$48.00	$49.92
PCW 2	$41.44	$43.48	$45.69	$47.97	$49.89	$51.89
PCW 3	$43.12	$45.28	$47.54	$49.92	$51.91	$53.99
PCW 4	$44.91	$47.16	$49.51	$51.99	$54.07	$56.23
PCW 5	$46.71	$49.05	$51.50	$54.07	$56.24	$58.48
PCW 6	$48.57	$51.00	$53.55	$56.23	$58.47	$60.81
PCW 7	$50.42	$52.94	$55.59	$58.37	$60.70	$63.13

APPRENTICES

Apprentice rates will be calculated in accordance with Appendix H.

Appendix C – RDO Calendars

2018 RDO Calendar 61

2019 RDO Calendar 62

2020 RDO Calendar 63

2021 RDO Calendar 64

WORKING DAY CALENDAR 2018

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 PH	2 AL	3 AL	4 AL	5 RDO	6
7	8 RDO	9 RDO	10 1	11 2	12 3	13 4
14	15 5	16 6	17 7	18 8	19 9	20 10
21	22 11	23 12	24 13	25 14	26 PH	27
28	29 RDO	30 15	31 16			

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 17	2 18	3 19
4	5 20	6 21	7 22	8 23	9 24	10 25
11	12 RDO	13 26	14 27	15 28	16 29	17 30
18	19 31	20 32	21 33	22 34	23 35	24 36
25	26 RDO	27 37	28 38			

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 39	2 40	3 41
4	5 42	6 43	7 44	9 45	9 46	10
11	12 PH	13 RDO	14 47	15 48	16 49	17 50
18	19 51	20 52	21 53	22 54	23 55	24 56
25	26 57	27 58	28 59	29 60	30 PH	31

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 PH	3 RDO	4 AL	5 61	6 62	7 63
8	9 64	10 65	11 66	12 67	13 68	14 69
15	16 70	17 71	18 72	19 73	20 74	21 75
22	23 76	24 77	25 PH	26 78	27 79	28 80
29	30 81					

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 82	2 83	3 84	4 85	5 86
6	7 87	8 88	9 89	10 90	11 91	12 92
13	14 RDO	15 93	16 94	17 95	18 96	19 97
20	21 98	22 99	23 100	24 101	25 102	26 103
27	28 RDO	29 104	30 105	31 106		

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 107	2 108
3	4 109	5 110	6 111	7 112	8 113	9
10	11 PH	12 RDO	13 114	14 115	15 116	16 117
17	18 118	19 119	20 120	21 121	22 122	23 123
24	25 RDO	26 124	27 125	28 126	29 127	30 128

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 129	3 130	4 131	5 132	6 133	7 134
8	9 RDO	10 135	11 136	12 137	13 138	14 139
15	16 140	17 141	18 142	19 143	20 144	21 145
22	23 RDO	24 146	25 147	26 148	27 149	28 150
29	30 151	31 152				

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 153	2 154	3 155	4 156
5	6 RDO	7 157	9 158	9 159	10 160	11 161
12	13 162	14 163	15 164	16 165	17 166	18 167
19	20 RDO	21 168	22 169	23 170	24 171	25 172
26	27 173	28 174	29 175	30 176	31 177	

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30						1 178
2	3 RDO	4 179	5 180	6 181	7 182	8 183
9	10 184	11 185	12 186	13 187	14 188	15 189
16	17 RDO	18 190	19 191	20 192	21 193	22 194
23	24 195	25 196	26 197	27 198	28 PH	29

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 RDO	2 199	3 200	4 201	5 202	6 203
7	8 204	9 205	10 206	11 207	12 208	13 209
14	15 RDO	16 210	17 211	18 212	19 213	20 214
21	22 215	23 216	24 217	25 218	26 219	27 220
28	29 221	30 222	31 223			

NOVEMBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1 224	2 225	3
4	5 RDO	6 PH	7 RDO	8 226	9 227	10 228
11	12 229	13 230	14 231	15 232	16 233	17 234
18	19 RDO	20 235	21 236	22 237	23 238	24 239
25	26 240	27 241	28 242	29 243	30 244	

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31 AL					1 245
2	3 PD	4 246	5 247	6 248	7 249	8 250
9	10 251	11 252	12 253	13 254	14 255	15 256
16	17 257	18 258	19 259	20 260	21 261	22
23	24 RDO	25 PH	26 PH	27 RDO	28 RDO	29

Tuesday 1 January 2019= PH
Wednesday 2 January 2019= AL
Thursday 3 January 2019= AL
Friday 4 January 2019= AL
Monday 7 January 2019 = AL
Tuesday 8 January 2019 = RDO

PH = Public Holiday
RDOs = Scheduled Rostered Day Off
AL = Annual Leave
PD = Picnic Day
Xmas Closedown – 22/12/2018 to 8/01/2019

WORKING DAY CALENDAR 2019

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 PH	2 AL	3 AL	4 AL	5
6	7 AL	8 RDO	9 1	10 2	11 3	12 4
13	14 5	15 6	16 7	17 8	18 9	19 10
20	21 11	22 12	23 13	24 14	25 15	26 16
27	28 PH	29 RDO	30 17	31 18		

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 19	2 20
3	4 21	5 22	6 23	7 24	8 25	9 26
10	11 RDO	12 27	13 28	14 29	15 30	16 31
17	18 32	19 33	20 34	21 35	22 36	23 37
24	25 RDO	26 38	27 39	28 40		

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31					1 41	2 42
3	4 43	5 44	6 45	7 46	8 47	9
10	11 PH	12 RDO	13 48	14 49	15 50	16 51
17	18 52	19 53	20 54	21 55	22 56	23 57
24	25 58	26 59	27 60	28 61	29 62	30 63

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 RDO	2 64	3 65	4 66	5 67	6 68
7	8 69	9 70	10 71	11 72	12 73	13 74
14	15 75	16 76	17 77	18 78	19 PH	20
21	22 PH	23 RDO	24 RDO	25 PH	26 RDO	27
28	29 79	30 80				

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 81	2 82	3 83	4 84
5	6 85	7 86	8 87	9 88	10 89	11 90
12	13 RDO	14 91	15 92	16 93	17 94	18 95
19	20 96	21 97	22 98	23 99	24 100	25 101
26	27 RDO	28 102	29 103	30 104	31 105	

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30						1 106
2	3 107	4 108	5 109	6 110	7 111	8
9	10 PH	11 RDO	12 112	13 113	14 114	15 115
16	17 116	18 117	19 118	20 119	21 120	22 121
23	24 RDO	25 122	26 123	27 124	28 125	29 126

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 127	2 128	3 129	4 130	5 131	6 132
7	8 RDO	9 133	10 134	11 135	12 136	13 137
14	15 138	16 139	17 140	18 141	19 142	20 143
21	22 RDO	23 144	24 145	25 146	26 147	27 148
28	29 149	30 150	31 151			

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 152	2 153	3 154
4	5 RDO	6 155	7 156	9 157	9 158	10 159
11	12 160	13 161	14 162	15 163	16 164	17 165
18	19 RDO	20 166	21 167	22 168	23 169	24 170
25	26 171	27 172	28 173	29 174	30 175	31 176

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 177	3 178	4 179	5 180	6 181	7 182
8	9 RDO	10 183	11 184	12 185	13 186	14 187
15	16 188	17 189	18 190	19 191	20 192	21 193
22	23 194	24 195	25 196	26 197	27 PH	28
29	30 RDO					

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 198	2 199	3 200	4 201	5 202
6	7 203	8 204	9 205	10 206	11 207	12 208
13	14 RDO	15 209	16 210	17 211	18 212	19 213
20	21 214	22 215	23 216	24 217	25 218	26 219
27	28 220	29 221	30 222	31 223		

NOVEMBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1 224	2
3	4 RDO	5 PH	6 RDO	7 225	8 226	9 227
10	11 228	12 229	13 230	14 231	15 232	16 233
17	18 RDO	19 234	20 235	21 236	22 237	23 238
24	25 239	26 240	27 241	28 242	29 243	30 244

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 PD	3 245	4 246	5 247	6 248	7 249
8	9 250	10 251	11 252	12 253	13 254	14 255
15	16 256	17 257	18 258	19 259	20 260	21
22	23 RDO	24 RDO	25 PH	26 PH	27 RDO	28
29	30 AL	31 AL				

Wednesday 1 January 2020= PH
Thursday 2 January 2020 = AL
Friday 3 January 2020= AL
Monday 6 January 2020 = AL
Tuesday 7January 2020 = AL
Wednesday 8 January 2020 = AL
Thursday 9 January 2020 = RDO
Friday10 January 2020 = RDO

PH = Public Holiday
RDOs = Scheduled Rostered Day Off
AL = Annual Leave
PD = Picnic Day
Xmas Closedown – 21/12/2019 to 12/01/2020

WORKING DAY CALENDAR 2020

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 PH	2 AL	3 AL	4
5	6 AL	7 AL	8 AL	9 RDO	10 RDO	11
12	13 1	14 2	15 3	16 4	17 5	18 6
19	20 7	21 8	22 9	23 10	24 11	25 12
26	27 PH	28 RDO	29 13	30 14	31 15	

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 16
2	3 17	4 18	5 19	6 20	7 21	8 22
9	10 RDO	11 23	12 24	13 25	14 26	15 27
16	17 28	18 29	19 30	20 31	21 32	22 33
23	24 RDO	25 34	26 35	27 36	28 37	29 38

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 39	3 40	4 41	5 42	6 43	7
8	9 PH	10 RDO	11 44	12 45	13 46	14 47
15	16 48	17 49	18 50	19 51	20 52	21 53
22	23 RDO	24 54	25 55	26 56	27 57	28 58
29	30 59	31 60				

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 61	2 62	3 63	4 64
5	6 65	7 66	8 67	9 68	10 PH	11
12	13 PH	14 RDO	15 RDO	16 69	17 70	18 71
19	20 72	21 73	22 74	23 75	24 76	25 77
26	27 PH	28 RDO	29 78	30 79		

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31					1 80	2 81
3	4 82	5 83	6 84	7 85	8 86	9 87
10	11 RDO	12 88	13 89	14 90	15 91	16 92
17	18 93	19 94	20 95	21 96	22 97	23 98
24	25 RDO	26 99	27 100	28 101	29 102	30 103

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 104	2 105	3 106	4 107	5 108	6
7	8 PH	9 RDO	10 109	11 110	12 111	13 112
14	15 113	16 114	17 115	18 116	19 117	20 118
21	22 RDO	23 119	24 120	25 121	26 122	27 123
28	29 124	30 125				

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 126	2 127	3 128	4 129
5	6 RDO	7 130	8 131	9 132	10 133	11 134
12	13 135	14 136	15 137	16 138	17 139	18 140
19	20 RDO	21 141	22 142	23 143	24 144	25 145
26	27 146	28 147	29 148	30 149	31 150	

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31 174					1 151
2	3 RDO	4 152	5 153	6 154	7 155	8 156
9	10 157	11 158	12 159	13 160	14 161	15 162
16	17 RDO	18 163	19 164	20 165	21 166	22 167
23	24 168	25 169	26 170	27 171	28 172	29 173

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 175	2 176	3 177	4 178	5 179
6	7 180	8 181	9 182	10 183	11 184	12 185
13	14 RDO	15 186	16 187	17 188	18 189	19 190
20	21 191	22 192	23 193	24 194	25 PH	26
27	28 RDO	29 195	30 196			

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 197	2 198	3 199
4	5 200	6 201	7 202	8 203	9 204	10 205
11	12 RDO	13 206	14 207	15 208	16 209	17 210
18	19 211	20 212	21 213	22 214	23 215	24 216
25	26 217	27 218	28 219	29 220	30 221	31

NOVEMBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2 RDO	3 PH	4 RDO	5 222	6 223	7 224
8	9 225	10 226	11 227	12 228	13 229	14 230
15	16 RDO	17 231	18 232	19 233	20 234	21 235
22	23 236	24 237	25 238	26 239	27 240	28 241
29	30 242					

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 243	2 244	3 245	4 246	5 247
6	7 PD	8 248	9 249	10 250	11 251	12 252
13	14 253	15 254	16 255	17 256	18 257	19 258
20	21 259	22 260	23 RDO	24 RDO	25 PH	26
27	28 PH	29 AL	30 AL	31 AL		

Friday 1 January 2021 = PH
Monday 4 January 2021 = AL
Tuesday 5 January 2021 = AL
Wednesday 6 January 2021 = AL
Thursday 7 January 2021 = AL
Friday 8 January 2021 = RDO
Monday 11 January 2021 = RDO

PH = Public Holiday
RDOs = Scheduled Rostered Day Off
AL = Annual Leave
PD = Picnic Day
Xmas Closedown – 23/12/2020 to 11/01/2021

WORKING DAY CALENDAR 2021

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31					1 PH	2
3	4 AL	5 AL	6 AL	7 AL	8 RDO	9
10	11 RDO	12 1	13 2	14 3	15 4	16 5
17	18 6	19 7	20 8	21 9	22 10	23 11
24	25 RDO	26 PH	27 12	28 13	29 14	30 15

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 16	2 17	3 18	4 19	5 20	6 21
7	8 RDO	9 22	10 23	11 24	12 25	13 26
14	15 27	16 28	17 29	18 30	19 31	20 32
21	22 RDO	23 33	24 34	25 35	26 36	27 37
28						

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 38	2 39	3 40	4 41	5 42	6
7	8 PH	9 RDO	10 43	11 44	12 45	13 46
14	15 47	16 48	17 49	18 50	19 51	20 52
21	22 RDO	23 53	24 54	25 55	26 56	27 57
28	29 58	30 59	31 60			

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 61	2 PH	3
4	5 PH	6 RDO	7 AL	8 62	9 63	10 64
11	12 65	13 66	14 67	15 68	16 69	17 70
18	19 71	20 72	21 73	22 74	23 75	24 76
25	26 PH	27 RDO	28 77	29 78	30 79	

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31 103					1 80
2	3 81	4 82	5 83	6 84	7 85	8 86
9	10 RDO	11 87	12 88	13 89	14 90	15 91
16	17 92	18 93	19 94	20 95	21 96	22 97
23	24 RDO	25 98	26 99	27 100	28 101	29 102

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 104	2 105	3 106	4 107	5 108
6	7 109	8 110	9 111	10 112	11 113	12
13	14 PH	15 RDO	16 114	17 115	18 116	19 117
20	21 118	22 119	23 120	24 121	25 122	26 123
27	28 RDO	29 124	30 125			

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 126	2 127	3 128
4	5 129	6 130	7 131	8 132	9 133	10 134
11	12 RDO	13 135	14 136	15 137	16 138	17 139
18	19 140	20 141	21 142	22 143	23 144	24 145
25	26 RDO	27 146	28 147	29 148	30 149	31 150

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 151	3 152	4 153	5 154	6 155	7 156
8	9 RDO	10 157	11 158	12 159	13 160	14 161
15	16 162	17 163	18 164	19 165	20 166	21 167
22	23 RDO	24 168	25 169	26 170	27 171	28 172
29	30 173	31 174				

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 175	2 176	3 177	4 178
5	6 179	7 180	8 181	9 182	10 183	11 184
12	13 RDO	14 185	15 186	16 187	17 188	18 189
19	20 190	21 191	22 192	23 193	24 PH	25
26	27 RDO	28 194	29 195	30 196		

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31					1 197	2 198
3	4 199	5 200	6 201	7 202	8 203	9 204
10	11 RDO	12 205	13 206	14 207	15 208	16 209
17	18 210	19 211	20 212	21 213	22 214	23 215
22	25 2176	26 217	27 218	28 219	29 220	30

NOVEMBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1 RDO	2 PH	3 RDO	4 221	5 222	6 223
7	8 224	9 225	10 226	11 227	12 228	13 229
14	15 230	16 231	17 232	18 233	19 234	20 235
21	22 RDO	23 236	24 237	25 238	26 239	27 240
28	29 241	30 242				

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 243	2 244	3 245	4 246
5	6 PD	7 247	8 248	9 249	10 250	11 251
12	13 252	14 253	15 254	16 255	17 256	18 257
19	20 258	21 259	22 260	23 RDO	24 RDO	25 PH
26	27 PH	28 PH	29 RDO	30 AL	31 AL	

PH = Public Holiday
RDOs = Scheduled Rostered Day Off
AL = Annual Leave
PD = Picnic Day

Appendix E – Training leave for workplace representatives

Part A – Industrial Relations Training Leave

The parties acknowledge that for workplace representatives to effectively undertake their duties they should have the appropriate level of training. CYP recognises that a workplace representative who is well trained in matters including the rights and obligations under the various industrial instruments that operate at the workplace and the rights and responsibilities under the relevant legislation will assist in minimising industrial disputes and further the objective of having a harmonious workplace. To that end the following leave provisions apply:

a) Subject to all qualifications in this clause, an Employee appointed or elected as an accredited Union Delegate/Employee Representative shall, upon application in writing to CYP, be granted up to five (5) days' leave with pay each calendar year non-cumulative to attend courses approved by CYP.
   i. Such courses shall be designed and structured with the objective of promoting good industrial relations within CYP.
   ii. Consultation may take place between the parties in the furtherance of this objective.

b) For the purposes of this clause an *"accredited Union Delegate/Employee Representative"* shall mean an Employee recognised by CYP in accordance with clause 11.1.4 of the Construction Work Agreement.

c) The following scale shall apply:

No. of Employees covered by the Construction Work Agreement	Maximum No. of Workplace Representatives eligible to attend per year	Maximum No. of days permitted per year
Up to 15	1	5
16 – 30	2	10
31 – 50	3	15
51 – 100	4	20
101 and over	5	25

d) The application for leave shall be given to CYP at least six (6) weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:
   i. the name of the Employee seeking the leave;
   ii. the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
   iii. the title, general description and structure of the course to be attended and the location of where the course is to be conducted.

e) CYP shall advise the Employee within seven (7) clear working days (such working days being deemed to be Monday to Friday for the purposes of this clause) of receiving the application as to whether or not the application for leave has been approved.

f) The time of taking leave shall be arranged so as to minimise any adverse effect on CYP's operations. The onus shall rest with CYP to demonstrate an inability to grant leave when an eligible Employee is otherwise entitled.

g) CYP shall not be liable for any additional expenses with an Employee's attendance at a course other than the payment of the relevant Agreement classification rate and shift work loadings where relevant plus Site Allowance where applicable.

h) 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 an Employee's RDO or with any concessional leave.

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

j) Where an Employee 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 clause 10.3 of the Agreement.

k) Leave of absence granted pursuant to this clause shall count as service for all purposes of the Construction Work Agreement.

l) Any dispute as to any aspect of this clause shall be resolved in accordance with the dispute settlement provisions of the Construction Work Agreement.

Part B – Health and Safety Training Leave

The parties acknowledge that for Health and Safety Representatives to effectively undertake their duties they should have the appropriate level of training. CYP recognises that a Health and Safety Representative who is well trained in matters including their rights, obligations and responsibilities under the applicable health and safety legislation will assist in promoting a safe working environment at the workplace, to that end the following leave provisions apply:

a) Subject to all qualifications in this clause, an Employee appointed or elected as an elected Health and Safety Representative shall, upon application in writing to CYP, be granted up to five (5) days' leave with pay each calendar year non-cumulative to attend courses approved by CYP.
    i. Such courses shall be designed and structured with the objective of promoting good safety practices.
    ii. Consultation may take place between the parties in the furtherance of this objective.

b) For the purposes of this clause a *"Health and Safety Representative"* shall mean a member of a designated work group elected to represent the designated work group on matter relating to work health and safety who is an Employee recognised by CYP in accordance with clause 12.3 of the Construction Work Agreement.

c) The application for leave shall be given to CYP at least six (6) weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:
    i. the name of the Health and Safety Representative seeking the leave;
    ii. the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
    iii. the title, general description and structure of the course to be attended and the location of where the course is to be conducted.

d) CYP shall advise the Employee within seven (7) clear working days (such working days being deemed to be Monday to Friday for the purposes of this clause) of receiving the application as to whether or not the application for leave has been approved.

e) The time of taking leave shall be arranged so as to minimise any adverse effect on CYP's operations. The onus shall rest with CYP to demonstrate an inability to grant leave when an eligible Employee is otherwise entitled.

f) CYP shall not be liable for any additional expenses with an Employee's attendance at a course other than the payment of the relevant Agreement classification rate and, shift work loadings where relevant plus Site Allowance where applicable.

g) 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 an Employee's RDO or with any concessional leave.

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

i) Where an Employee 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 clause 10.3 of the Agreement.

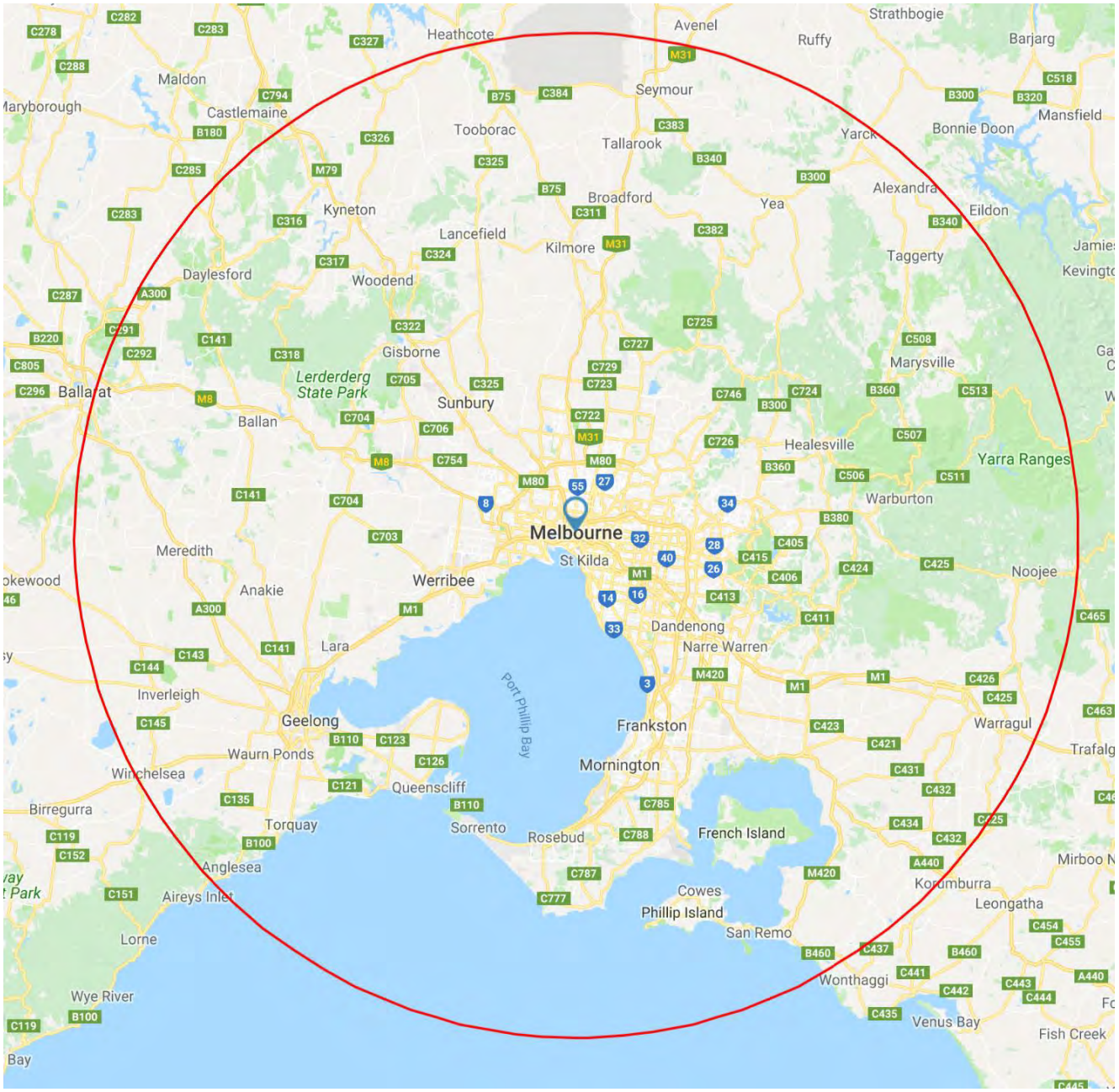
j) Leave of absence granted pursuant to this clause shall count as service for all purposes of the Construction Work Agreement.

k) Any dispute as to any aspect of this clause shall be resolved in accordance with the dispute settlement provisions of the Construction Work Agreement.

Appendix F – Living Away From Home Allowance

100km radius of GPO Melbourne, VIC, 3000

The parties agree that the towns of Ballarat and Castlemaine are considered to be inside the radius.



Appendix G – Alcohol and Other Drugs (AOD)

1. **Introduction**
The following procedure outlines the steps CYP will undertake when engaging in Alcohol and Other Drug Testing Program which supports the CYP Alcohol and Other Drugs Policy.

2. **Scope**
This procedure applies to:

- Employees of CYP;
- all contractors working on a CYP controlled site; and
- all visitors attending a CYP controlled site.

3. **Training**
CYP commits to creating an education program aimed at raising awareness about the effects of alcohol and other drugs, and the hazards associated with working under the influence of alcohol and other drugs.

All Employees will be inducted into this procedure.

CYP will ensure on-going awareness training about the requirements of the Alcohol and Other Drugs Program is delivered to all personnel. This may Include toolbox meetings and may include other specific information sessions in relation to alcohol and other drugs.

4. **Self-Testing**

4.1 **Alcohol** — CYP will provide self-test facilities for alcohol, to allow workers to gather a reading and assess their own suitability and fitness prior to commencing work. If a person obtains a Blood Alcohol Concentration ("BAC") reading above zero (0.00) from a self-test prior to commencing work, they will immediately declare themselves unfit for work and notify their supervisor accordingly. An agreed leave of absence arrangement or loss of pay is to apply.

4.2 **Non-prescription Drugs** — Self testing kits for drugs will be available, at the Employee's cost, to allow workers to gather a reading and assess their own suitability and fitness prior to commencing work. If a person obtains a non-negative reading from a self-test prior to commencing work, they will immediately declare themselves unfit for work and notify their supervisor accordingly. An agreed leave of absence arrangement or loss of pay is to apply

5. **Alcohol and Other Drugs Random Testing**

5.1 Random Screening for Drugs
Testing will be undertaken by CYP randomly selecting supervisors and screening the supervisors' entire crews on a day of the week decided by CYP. The testing will be conducted by a National Association of Testing Authorities Australia approved third party.

Drug testing at first instance will be by oral fluid sampling.

An individual who records a non-negative result will submit a confirmatory test by urinalysis sampling, the individual will not be permitted to start work and will be stood down with pay until the confirmatory results are returned (in normal circumstances this will be within 24 hours). Where the confirmatory test is returned non-negative, the individual's supervisor will be informed, and the individual will be suspended without entitlements pending application of the Disciplinary Procedure in clause 6 below.

5.2 Random Screening for Alcohol
Testing will be undertaken by CYP randomly selecting supervisors and screening the supervisors' entire crews at a frequency determined by CYP.

Alcohol testing will be by breath testing. Where a person records a BAC in excess of 0.00%, the person will be retested 30 minutes after the initial test. If the second test returns a negative result, then subject to a fatigue assessment the individual will be permitted to return to or commence work.

Where a re-test is undertaken, and the re-test result again exceeds 0.00% BAC, this will be recorded as a non-negative result. The individual will not be permitted to start work, and their supervisor will be informed, and the individual will be suspended without entitlements pending application of the Disciplinary Procedure.

6. Disciplinary Procedure

6.1 First Confirmed Non-Negative Test
The individual will be deemed unfit for work and will not be allowed to commence work. No payment will be made for time not worked. The individual will not be allowed back onto the site until they have completed the following:

- completed and participated in the investigation and counselling process (which may result in formal disciplinary action);
- been re-tested, obtaining a negative result;
- re-inducted into CYP's Alcohol and Other Drugs awareness program; and
- agreed to a 'follow-up testing' regime for a period of 12 months.

6.2 Second Confirmed Non-Negative Test
A second confirmed non-negative test within 12 months from the First Confirmed Non-Negative Test, will be deemed serious misconduct.
Upon investigation and receipt of the Second confirmed Non-Negative test, the individual will be terminated from the Project.

7. Other Testing
CYP is committed to test personnel 'for cause' and 'post incident'.
CYP may conduct targeted testing during 'high risk activities'.

8. Refusal or Interference with Testing
Refusal to participate, any attempted or actual interference or an Employee leaving site upon learning of testing will be managed in accordance with the Disciplinary Procedure.

Appendix H – Apprentices

1. The parties commit to the ongoing responsibility to contribute to the training of apprentices for the building and construction industry.

2. Subject to the terms of the Construction Work Agreement, the laws applicable to apprentices in Victoria will apply. In order to undertake trade training, a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the apprenticeship authority or State legislation.

3. No apprentices under the age of 18 years will be required to work overtime or shiftwork unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with the contract of apprenticeship agreement.

4. Where an apprentice is required to attend training on a rostered day off shall be afforded another ordinary working day off as a substitution for the rostered day off.

5. Apprentice Supervision
    a) All apprentices shall be supervised by an appropriately qualified tradesperson.
    b) The application of this clause shall not be used to displace existing Employees.

6. Adult Apprentices
    a) Apprentices who are 21 years of age and over at the time of entering into an apprenticeship with CYP will be paid at a minimum the CW1 Labourer rate under the Award.

7. Incolink Entitlement and Redundancy Procedure for Apprentices
    a) Apprentices will be registered with Incolink and should be recorded in accordance with the Trust Deed and receive the benefits as provided in the Trust Deed.

8. The parties recognise that in order to increase the efficiency and productivity of CYP, 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 CYP employs five (5) or more tradespersons in any one classification, it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed accredited group apprenticeship scheme.
    b) If CYP does not currently have an apprentice as provided for in clause a), reasonable time shall be allowed to enable CYP to comply with this clause. Further, the parties are committed to a strong ratio of apprentices in the industry.
    c) All apprentices must attend their official off-site apprenticeship training at a RTO that is acceptable to the apprentice and CYP. The preferred RTOs are the established TAFE college network, but private RTOs may be used if agreed to by the parties.
    d) CYP is committed to providing Employees with the opportunity to acquire additional skills within relevant career path structures through appropriate structured training based on nationally endorsed (i.e. Construction Training Australia endorsed} competency standards and curriculum.
    e) CYP will actively encourage Employees to seek formal recognition of their skills (i.e. recognition of prior learning).
    f) CYP will use agreed accredited training providers to provide training as contemplated by this clause to Employees.

9. The parties will consult on the development of training programs which are consistent with the following:

    a) Training provided will be consistent with CYP's business requirements, relevant to the work of the

Employees, consistent with the skills development of each Employee and with applicable national competency standards.

b) Training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours.

c) If an approved training activity is undertaken during ordinary working hours, the Employee/s concerned shall not suffer any loss of pay.

d) Approved training activities undertaken outside of ordinary hours will be paid at single time or may, with the consent of CYP, be taken as time off in lieu of payment. Provided that the scheduling of time off must be consistent with the needs of the business and be by agreement with CYP.

e) Training costs of courses approved by CYP will be met by CYP (e.g. White Card).

f) CYP will not be asked to meet the costs of training undertaken by Employees which was not approved by CYP.

g) Leave of absence granted pursuant to this clause shall count as service for all purposes of the Construction Work Agreement.

10. Apprentice wage formula

Apprentices wages will be calculated as follows:

a) From the CW3 pay rate as prescribed in the Construction Work Agreement, the following amounts will be deducted:

i) Industry Allowance as prescribed from time to time by clause 21.2 of the *Building and Construction General On-site Award 2010*; and

ii) Tool Allowance as prescribed from time to time by clause 20.1 of the *Building and Construction General On-site Award 2010.*

b) A percentage of the amount derived in accordance with clause 10.a) will be calculated at the proportions as prescribed in the Award (calculated to the nearest 10 cents, less than five (5) cents to be disregarded).

c) The Industry Allowance as prescribed from time to time by clause 21.2 of the Award and the Tool Allowance as prescribed from time to time by clause 20.1 of the Award will then be added to the amount derived in clause 10.b) to arrive at the appropriate Apprentice wage figure.

11. Daily Fares and Travel Allowance for apprentices will be a proportion of the Daily Fares and Travel Allowance in clause 7.2 being as follows:

	Proportion	Upon Commencement	01 Mar 19	01 Mar 20	01 Mar 21	01 Mar 22
1st Year	75%	$ 33.75	$ 35.25	$ 36.75	$ 38.25	$ 39.75
2nd Year	85%	$ 38.25	$ 39.95	$ 41.65	$ 43.35	$ 45.05
3rd Year	90%	$ 40.50	$ 42.30	$ 44.10	$ 45.90	$ 47.70
4th Year	95%	$ 42.75	$ 44.65	$ 46.55	$ 48.45	$ 50.35

a)

The cost of Citylink tolls or similar will be reimbursed for those Employees who are required by CYP to use their own vehicle during working hours, but not for travel to and from work.

12. Upon successful completion of each year of an apprenticeship and upon providing proof of that successful completion, CYP will reimburse the apprentice for the tuition fees paid for that year within two months of completion.

13. **Superannuation**
The level of contributions paid on behalf of each Apprentice shall be:

Level Percentage	1st Year 55%	2nd Year 70%	3rd Year 85%	4th Year 100%
Commencement	$118.25 per week	$150.5 per week	$182.75 per week	$215 per week
1 July 2019	$123.75 per week	$157.5 per week	$191.25 per week	$225 per week

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Clause 1. Introduction

1.1 Title

1.1.1 This is the Melbourne Metro Tunnel and Stations Project Tunnelling Work Agreement ("the Tunnelling Work Agreement").

Clause 2. Coverage and Scope

2.1. Coverage

2.1.1. The Tunnelling Work Agreement will apply to and cover:

a) Each of Lendlease Engineering Pty Ltd, John Holland Pty Ltd and Bouygues Construction Australia Pty Ltd severally but not jointly as separate single interest employers within the meaning of section 172(5) of the Fair Work Act 2009 (Cth) ("a CYP employer") when each employs (individually not jointly) an Employee in the name of The Cross Yarra Partnership Design and Construct Joint Venture ("CYP").

b) The Australian Workers Union (the "AWU").

c) All persons employed by a CYP employer in the name of CYP who are engaged in classifications prescribed in Appendix A of the Tunnelling Work Agreement on the Project, within the scope set out in clause 2.2 of the Tunnelling Work Agreement ("the Employees").

2.1.2. To avoid doubt, despite the making of this Agreement by each of the CYP employers as a single interest joint venture enterprise and the engagement of Employees in the name of CYP, the employment of an Employee will be with one CYP employer only (unless expressly engaged separately by two or more of the CYP employers in separate employment relationships) and nothing in this Agreement can be taken to expressly or impliedly create a joint employment relationship between an Employee and any or all of the CYP employer parties together.

2.2. Scope and Application

2.2.1. Subject to clauses 2.2.2 and 2.2.3, the works on the Project are those that fall within the scope of tunnel and cavern excavation and associated works, including but not limited to:

a) works constructed using tunnel boring machines ("TBMs");

b) works constructed using roadheaders;

c) excavation of the tunnel and caverns by mechanical or other means;

d) operations at the TBM slurry plants;

e) permanent and temporary tunnel lining; and

f) excavation of shafts.

2.2.2. The Tunnelling Work Agreement does not cover or apply to:

a) Personnel carrying out work not covered by classifications contained in the Tunnelling Work Agreement such as: Administrative, supervisory (including forepersons) or managerial personnel, engineers, technicians, surveyors, paramedics, nursing or medical support personnel.

b) Persons engaged in the transportation or delivery of material and/or equipment to and/or from the Project.

c) Personnel engaged in work on off-site infrastructure, whether associated with the Project or not.

d) Personnel employed by any subcontractor, specialist contractor and/or supplier.

e) Personnel engaged in off-site manufacturing or fabrication of goods, materials or equipment.

f) Warranty, defects liability, repair and/or maintenance work performed by or on behalf of the manufacturers and/or distributors of goods, material or equipment provided to the Project.

2.2.3. This Agreement covers and applies to the Employees to the broadest extent of its scope to the precedence over and exclusion of the Melbourne Metro Tunnel and Stations Project Construction Work Agreement.

2.3. Commencement and Termination

2.3.1. The *Melbourne Metro Tunnel and Stations Project Greenfields Agreement 2018 – 2022* shall operate from seven (7) days after approval by the FWC with a nominal expiry date of 31 October 2022. The Agreement will continue to operate after its nominal expiry date unless it is replaced by another enterprise agreement or terminated in accordance with the Fair Work Act 2009 (Cth).

2.4. Basis of the Agreement

2.4.1. The Tunnelling Work Agreement is part of a Greenfields agreement. Where the Tunnelling Work Agreement covers and applies to the parties, no other awards or agreement of any kind will apply other than where expressly prescribed in the Tunnelling Work Agreement.

2.5. Definitions

Agreement	means either the Melbourne Metro Tunnel and Stations Project Greenfields Agreement 2018 – 2022 or the Melbourne Metro Tunnel and Stations Project Tunnelling Work Agreement, as the context dictates.
Cbus	means the Construction and Building Unions Superannuation Scheme.

Continuous Service	means the period of service of an Employee notwithstanding the Employee's absence from work for any of the following reasons: • annual leave, personal leave or parental leave; • illness or accident up to a maximum of four (4) weeks after the expiration of paid sick leave; • any other authorised unpaid leave up to a maximum of four weeks; • 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 three months in any qualifying period; • long service leave; and • any reason satisfactory to CYP, provided the Employee has informed CYP within 24 hours of the time when the Employee was due to attend for work, or as soon as practicable thereafter, of the reason for the absence and probable duration.
Continuous Shiftworker	for the purpose only of the additional week of annual leave provided by the NES a Continuous Shiftworker means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six (6) consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of CYP) and who is regularly rostered to work those shifts.
CPI Increase	means the All Groups Melbourne CPI.
Critical Works	means all construction work on the Project that is required to continue unimpeded. Examples include: • any work supporting or necessary for Tunnelling Operations in the excavation of shafts; • any work supporting or necessary for Tunnelling Operations in the mining of the tunnel; • any work supporting or necessary for track occupation i.e. occupation of a defined section of train or tram line, to carry out inspections, repairs, maintenance, up-grade work, improvements, additions or any other works which could interfere with services on the network; or • any work supporting or necessary for significant temporary construction activity including but not limited to road/lane closures, pedestrian access closures, public transport access, beam lifts, concrete pours, asphalt or crushed rock placement, traffic switches or utility relocations. Employees will be consulted and advised about the Critical Works they will be performing at the commencement of a shift or day.

Emergency Work	means a sudden, unexpected, or impending situation that may cause injury, loss of life, damage to property, and/or interference with the normal operating services of the Project which therefore, requires immediate attention and remedial action.
FWC	means the Fair Work Commission.
Health and Safety Representative	means a member of a designated work group elected under applicable legislation to represent the designated work group on matters relating to work health and safety.
NES	means the National Employment Standards prescribed by the Fair Work Act 2009 (Cth).
Project	means the following works on the Melbourne Metro Tunnel Project – Tunnel and Stations Public Private Partnership (PPP) contracted to CYP: • design and construction of twin nine (9)-kilometre rail tunnels from Kensington to South Yarra; and • building five (5) new underground stations at Arden, Parkville, CBD South, CBD North and Domain.
VEVO	means the Department of Immigration Border Protection, Visa Entitlement Verification Online system.

Clause 3. Objectives and Commitments

3.1. Objectives and Commitments

3.1.1. The objectives of the Tunnelling Work Agreement are:

a) to promote fair, cooperative and productive workplace relations;

b) to promote workplace reform;

c) to provide a detailed set of agreed employment benefits, conditions, rights and obligations;

d) to establish practices that support clause 3.1.1.a) above;

e) to support the implementation of highest possible levels of health and safety practices, procedures and training;

f) to ensure that fair and equitable employment practices are applied in the workplace;

g) to improve efficiency in the workplace;

h) to provide for the establishment and observance of an effective disputes settlement procedure; and

i) to involve the Employees and their representatives when requested at the earliest stage of any dispute or potential dispute in accordance with the dispute resolution procedure in order to eliminate lost time and/or lost productivity arising out of disputes or grievances.

3.1.2. The parties to the Tunnelling Work Agreement commit themselves to ensuring that:

a) the efficiency measures contained in the Tunnelling Work Agreement are implemented and lead to real gains in productivity;

b) the Agreement is consistent with the provisions of the Fair Work Act 2009 (Cth);

c) productivity gains will not be achieved at the expense of health and safety standards;

d) the disputes settlement procedures provided herein are strictly adhered to and;

e) employment should wherever possible be full time and ongoing.

3.2. Severability

3.2.1. It is the intention of the parties to the Tunnelling Work Agreement that the Agreement contains only permitted matters under the Fair Work Act.

3.2.2. The severance of any term of the Tunnelling Work Agreement that is, in whole, or in part, or no effect by virtue of the operation of section 253 of the Fair Work Act shall not be taken to affect the binding force and effect of the remainder of the Agreement.

3.2.3. All terms should be interpreted in a manner that would make them permitted matters.

3.3. Flexibility Arrangements

3.3.1. CYP and an Employee may agree to make an individual flexibility arrangement to vary a term of the Agreement if the arrangement:

a) only varies the effect of

i) clause 10.4 Compassionate Leave;

ii) clause 10.6 Jury Service; or

iii) clause 10.7 Parental Leave; and

b) meets the genuine needs of CYP and an Employee in relation to the matter mentioned in clause 3.3.1.a) above:

i) is genuinely agreed to by CYP and the Employee; and

ii) is not inconsistent with section 55 of the Fair Work Act 2009 (Cth).

3.3.2. CYP must ensure that the terms of the individual flexibility arrangement:

a) are about permitted matters under section 172 of the Fair Work Act 2009 (Cth);

b) are not unlawful terms under section 194 of the Fair Work Act 2009 (Cth); and

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

3.3.3. CYP must ensure that the terms of the individual flexibility arrangement:

a) are in writing;

b) include the name of CYP and the Employee;

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

d) include details of:

i) the terms of the Tunnelling Work Agreement that will be varied by the arrangement;

ii) how the arrangement will vary the effect of the terms;

iii) 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

iv) states the day on which the arrangement commences.

3.3.4. CYP must give the Employee a copy of the individual flexibility arrangement within fourteen days.

3.3.5. CYP or the Employee may terminate the individual flexibility arrangement by giving not more than 28 days' written notice to the other party to the arrangement; or if CYP and Employee agree in writing at any time.

Clause 4. Disputes Resolution, Project Monitoring Committee and Consultation

4.1. Disputes Settlement Procedure

4.1.1. Disputes over any work related or industrial matters or any matters arising out of the operations of the Agreement or incidental to the operation of the Agreement will be dealt with as close to its source possible. Disputes over matters arising from the Tunnelling Work Agreement or in relation to the National Employment Standards will be dealt with according to the following procedure.

4.1.2. The Employee/s concerned (who may seek the assistance and involvement of any employee representative of their choice) will first meet and confer with the Employee's immediate supervisor Alternatively, CYP may submit an issue to the Employee/s.

4.1.3. If the matter is not resolved the affected Employee/s and CYP will arrange further discussions involving senior CYP management.

4.1.4. If the matter still cannot be resolved, the Employee, the Employee's representative, or CYP may refer the matter to FWC for final resolution of the matter by conciliation and/or arbitration. Subject to any right of appeal or reference by any party to the dispute to the Federal Court on any question of law, any determination of FWC will be binding on the Employee, the Employee's representative and CYP.

4.1.5. Any resolution of a dispute under this clause by FWC will not be inconsistent with legislative obligations or any other applicable Codes or Regulations, including the Building Code 2013, the Building and Construction Industry (Improving Productivity) Act 2016 and the Code for Tendering and Performance of Building Work 2016.

4.1.6. This procedure will be followed in good faith without unreasonable delay. All parties may be represented by a representative of their choice at any stage of this procedure.

4.1.7. Whilst a matter is being dealt with in accordance with this procedure the pre-dispute status quo will prevail to the end of a first instance decision by the FWC, provided that work will continue without interruption from either party from industrial stoppage, bans, demarcations and/or limitations while these procedures are being followed.

4.1.8. If the Employee/Employee's representative/CYP refuses to follow any of the steps in 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 the FWC.

4.2. Project Monitoring Committee

4.2.1. The parties to the Tunnelling Work Agreement will establish a Project Monitoring Committee ("PMC") as a further means to ensure optimum employer/Employee relations are maintained on the Project. The PMC will consist of representation from CYP and the Union representing the Employees covered by this Tunnelling Work Agreement.

4.2.2. The PMC will provide a forum at which the parties can communicate matters, and where applicable, resolve matters concerning the Project.

4.2.3. All parties attending the PMC shall cooperate to ensure the intent expressed in this agreement is maintained at all times.

4.2.4. By agreement, the PMC may invite an independent party to assist in the resolution of matters concerning the Project. To avoid doubt, if a dispute continues despite the involvement of the PMC, the disputes

settlement procedure as applicable in clause 4.1 will apply.

4.3. Consultation

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

4.3.2. Consultative Committees may be set up for this purpose.

4.3.3. If CYP has made a decision to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, CYP must notify the Employee/s who will be affected by the decision.

4.3.4. As soon as practicable and prior to implementation, CYP 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. CYP must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

4.3.5. For the purposes of the discussion, CYP 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.

4.3.6. However, CYP is not required to disclose confidential or commercially sensitive information.

4.3.7. CYP must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

4.3.8. "Significant Effect" under this clause 4.3 includes termination of employment (including redundancy), major changes in the composition, operation or size of CYP's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

4.3.9. Consultation about changes to rosters or hours of work

4.3.10. Where CYP proposes to change an Employee's regular roster or ordinary hours of work, CYP must consult with the Employee/s affected and, if required their representative, about the change.

4.3.11. As soon as practicable after proposing to introduce the change, CYP must:

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

b) for the purposes of the discussion, provide to the relevant Employees and their representative if requested by the Employees:

i) all relevant information about the change, including the nature of the change and;

ii) information about what CYP reasonably believes will be the effects of the change on the Employees; and

iii) information about any other matters that CYP reasonably believes are likely to affect the Employees, and

c) invite the Employee/s affected and any applicable representatives:

i) to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

ii) give consideration to any views about the impact of the change that are given by the Employee(s) concerned and/or their Union / applicable representative.

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

4.3.12. These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements. If a term in the Tunnelling Work Agreement otherwise provides for a change or modification to rosters or the arrangement of ordinary hours, the requirements set out in this clause are taken not to apply.

Clause 5. Employment Relationship

5.1. Contract of Employment

5.1.1. Full time Employment

a) A full-time Employee is a weekly Employee other than a part-time or a casual Employee who works an average of 36 ordinary hours per week.

5.1.2. Part-time Employment

a) A part-time Employee is an Employee who works an average of fewer than 36 ordinary hours per week and has reasonably predictable hours of work.

b) For each ordinary hour worked, a part-time Employee will be paid no less than 1/36th of the minimum weekly rate of pay for the relevant classification and pro rata entitlements for those hours. CYP must inform a part-time Employee of the ordinary hours of work and the starting and finishing times.

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

i) that the Employee may work part-time;

ii) upon the hours to be worked by the Employee, the days upon which the hours will be worked and commencing times for the work;

iii) upon the classification applying to the work to be performed; and

iv) upon the period of part-time employment.

d) The terms of an agreement may be varied, in writing, by consent.

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

5.1.3. Casual Employment

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

b) A casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed in the Tunnelling Work Agreement except Annual Leave, paid personal leave, parental leave, paid jury service and Public Holidays.

c) On each occasion a casual Employee is required to attend work the Employee shall be entitled to payment for a minimum of eight hours work (for ordinary days) or 4 hours work (for overtime days) plus the relevant fares and travel allowance.

d) A casual Employee for working ordinary hours shall be paid 125 percent of the hourly rate prescribed in the Tunnelling Work Agreement for the Employee's classification.

e) A casual Employee required to work overtime or weekend shall be entitled to the relevant penalty rates prescribed in the Tunnelling Work Agreement.

f) A casual Employee required to work on a Public Holiday shall be paid the relevant penalty rates prescribed in the Tunnelling Work Agreement.

g) Termination of all casual employment shall require eight (8) hour's notice on either side or the payment or forfeiture of eight (8) hour's pay, as the case may be.

h) A casual Employee, who has been engaged by CYP 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 CYP.

i) A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause 5.1.3.h) whose request is refused by CYP, is entitled to be paid 175 percent of the hourly rate prescribed in the Tunnelling Work Agreement for the Employee's classification.

5.2. Apprentices

5.2.1. Refer to Appendix F – Apprentices.

5.3. Security of Employment

5.3.1. CYP is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of CYP. Subject to the terms of the Tunnelling Work Agreement, permanent is the preferred type of employment under the Tunnelling Work Agreement.

5.3.2. CYP agrees that it is highly important that work is performed effectively, efficiently and without undue pressure or bullying, and in a way that promotes applicable health and safety and equal opportunity principles and practices in the workplace and appropriate representation of Employees should they so request. CYP will ensure that its employment practices are consistent with the above principles and practices.

5.3.3. **Sham Contracting**

5.3.4. CYP shall not engage any individual to perform work under a contract for services for any role that could or would otherwise be performed by an Employee under the Tunnelling Work Agreement, unless the individual is a genuine independent contractor.

5.3.5. In the event an alleged sham arrangement is identified, and the allegation is supported by prima facie evidence, CYP will make itself available for discussions with the relevant parties. CYP will also take such actions as necessary to ensure compliance with the Fair Work Act 2009 (Cth).

5.3.6. For the avoidance of doubt, any dispute in relation to the operation of this clause will be dealt with in accordance with the dispute resolution procedure set out in the Tunnelling Work Agreement.

5.4. Visa Compliance

5.4.1. CYP will ensure all Employees are lawfully entitled to work in Australia performing work under the Agreement. Before employing overseas Employees on any temporary visa, CYP will consult in accordance with clause 4.3 of the Tunnelling Work Agreement.

5.4.2. CYP will maintain HR systems, (including utilising the VEVO system on an ongoing basis), to ensure that temporary foreign Employees are at all times employed in accordance with the conditions of their visas.

5.5. Notice of Termination

5.5.1. Weekly Hire

If CYP decides to terminate a permanent Employee, CYP shall give the following notice in writing:

Period of Continuous Service	Period of Notice
One (1) year or less	One (1) week
Over one (1) year & up to the completion of three (3) years	Two (2) weeks
Over three (3) years & up to the completion of five (5) years	Three (3) weeks
Over five (5) years	Four (4) weeks

5.5.2. In addition to the above notice, permanent Employees over 45 years of age with not less than two (2) years' Continuous Service shall be entitled to an additional week's notice.

5.5.3. CYP at its discretion may give payment in lieu of notice, or part notice and part payment in lieu. The payment in lieu of notice shall equal the total of all amounts that, if the Employee's employment had continued until the end of the required notice period, CYP would have become liable to pay to the Employee.

5.5.4. The notice given by an Employee shall be one week.

5.5.5. If the Employee fails to give the required notice or gives notice or is given notice but leaves before the end of the notice period, they shall forfeit the amount that would equal payment in lieu of notice, from any money owed by CYP.

5.5.6. **Termination without Notice**

CYP may terminate an Employee's employment without notice if the Employee engages in serious misconduct. Serious misconduct as defined by the Fair Work Act 2009 (Cth) constitutes serious misconduct for the purpose of the Tunnelling Work Agreement.

5.5.7. **Termination prior to a Public Holiday**

5.5.8. If CYP terminates the employment of an Employee, other than in cases of serious misconduct, CYP will pay the Employee a day's ordinary wages for each Public Holiday prescribed in the Tunnelling Work Agreement which falls within 10 consecutive calendar days after the date that the Employee's employment is terminated. For clarity, day one is the day after the Employee's employment was terminated.

5.5.9. Where 2 or more of the holidays fall within a seven (7)-day span, such holidays shall be a 'group' of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after the date that the Employee's employment is terminated, the whole group shall be deemed to fall within the 10 consecutive days, and the Employee will be paid a day's ordinary wages for each such day. For example, Christmas Day, Boxing Day and New Year's Day (or days in lieu thereof) shall be regarded as a group.

5.5.10. **Abandonment of employment**

5.5.11. This clause will operate subject to the NES.

5.5.12. Employees have a responsibility to notify CYP of any absences from work.

5.5.13. If an Employee is absent without notification, CYP will make a genuine effort to contact the Employee. If CYP is able to contact the Employee, CYP will require the Employee to provide substantive justification for their absence. CYP reserves the right to take disciplinary action where this explanation is not satisfactory.

5.5.14. If the Employee has not contacted CYP after three (3) working days, the Employee will be deemed to have abandoned their employment. CYP will then treat the Employee's employment as having been terminated by way of instant dismissal and wages shall be paid only up to the last working day.

5.5.15. Termination under this clause will be reviewed in circumstances where an Employee provides satisfactory evidence that she/he was prevented from attending work for legitimate reasons, within 14 days from the date of the termination.

5.6. Additional Provisions

5.6.1. Upon termination of employment, provided the required notice is given, CYP shall pay each terminated Employee all accrued entitlements and other wages owing and, provide a separation certificate within five (5) business days of termination where requested, unless otherwise agreed in writing between CYP and the Employee, or the Employee shall be entitled to claim payment for all time beyond the five (5) working days, up to a maximum of eight (8) hours per day, including Saturday and Sunday, until the entitlements are paid.

5.6.2. Within 5 business days of termination CYP will supply the relevant paperwork to allow an Employee to access their Incolink Redundancy Fund. Within one (1) week of termination, the Employer will comply with reporting of remaining sick days to Incolink for the purpose of Portable Sick Leave

5.7. Redundancy

5.7.1. The parties accept that, due to the nature of work in the industry, redundancies will occur during the life of the Tunnelling Work Agreement. Employees will be employed for various periods or tasks that relate to the construction program and their employment will end when those periods or tasks conclude. Throughout the course of the Project it is expected that there will be significant changes to the construction program, and these changes will impact the periods and tasks upon which Employees are employed.

5.7.2. Subject to the terms and conditions of the Agreement, it is agreed that it is CYP's prerogative to determine the order of selection of Employees for employment or retrenchment subject always to the following:

a) seniority, experience and skills held – will be considered by CYP in selecting Employees for retrenchment; and

b) voluntary terminations will be encouraged as a first step.

5.7.3. The disputes settlement procedures set out in clause 4.1 will apply in the event of any concerns arising regarding retrenchments.

5.7.4. An Employee is entitled to access his/her redundancy payments when they cease to be employed by CYP. The amount of the redundancy payment shall be, the entitlement of the Employee under the Incolink Number 2 Fund Trust Deed (or under the constituting documents of any fund nominated by Incolink under this clause).

Clause 6. Industry funds

6.1. Industry Fund Compliance

6.1.1. CYP shall ensure that all its Employees covered by this Tunnelling Work Agreement are compliant with the industry schemes Incolink, Cbus (or other relevant Superannuation fund), Chifley or Protect and Co-INVEST.

6.1.2. It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry scheme/s to the parties on request, provided that any individual whose information is to be made available has consented to such information being provided.

6.1.3. On commencement, and in accordance with fund procedures, CYP shall register the Employee/s with the relevant industry funds. These are Cbus for superannuation, Incolink for severance pay, Chifley or Protect for income protection insurance, and Co-INVEST for long service entitlements.

6.1.4. It is a specific requirement that CYP shall ensure that all payments to the abovementioned funds and schemes are up to date and made in full in accordance with the relevant Trust Deed or scheme of the fund.

6.1.5. If Australian Taxation Office Rules regarding Fringe Benefits Tax and/or industry funds impact the payment of these contributions, the parties agree that:

a) CYP will not be obliged to pay any more than the agreed contributions; and

b) they will agree on alternative arrangements.

6.1.6. Failure to Make Payments to Industry Funds etc.

a) If a person covered by the Tunnelling Work Agreement has a genuine and reasonable belief that CYP has failed to comply with clauses 6.1.1 to 6.1.5 (inclusive) the following process will apply:

i) the person or their representative must notify CYP in writing of the alleged non-compliance and what must be done to remedy it; and

ii) the parties must consult in good faith in an effort to resolve the matter.

6.1.7. Any disputes related to this clause shall be dealt with via the disputes settlement procedure. The parties are committed to resolving any genuine and reasonable disagreement about whether any amount is owing or outstanding as quickly as practicable.

6.1.8. Additional Remedy for Non-Compliance with Superannuation.

a) If CYP does not contribute the amounts in accordance with the Tunnelling Work Agreement, the relevant Trust Deed and the Fund or scheme CYP shall be liable to make the appropriate contributions immediately upon notification of the non-compliance. Further, CYP shall pay the earnings on the relevant Trust Deed and the Fund or scheme that accrue during the pay of non-payment. The requirement for CYP to make retrospective payments shall not limit any common law action which may be available in relation to death, disablement or any other cover existing within the terms of a relevant fund.

6.2. Superannuation

6.2.1. Subject to the requirements of the Superannuation Guarantee Act 1992, CYP will contribute a weekly superannuation payment for each Employee into a complying industry fund. CYP shall be, and remain during the life of the Tunnelling Work Agreement, a participating Company in the Construction and Building Unions Superannuation Scheme (Cbus).The MySuper product of the Cbus fund will be the default fund.

6.2.2. The level of contributions paid on behalf of each Employee (other than an Apprentice) shall be as follows:

	Commencement	01 July 2019	01 July 2020	01 July 2021	01 July 2022
Weekly Rate	$215.00	$225.00	$235.00	$245.00	$255.00

6.2.3. The above contribution rates do not limit CYP's liability under the Superannuation Guarantee (Administration) Act 1992.

6.2.4. All superannuation contributions shall be paid as required by the relevant trust deed.

6.2.5. Where an Employee wishes to have their pay salary sacrificed for additional superannuation, CYP will comply with the Employee's request without unreasonable delay consistent with statutory requirements. All entitlements and benefits contained in the Tunnelling Work Agreement will be calculated on the pre-salary sacrifice pay rate.

6.3. Long Service Leave

6.3.1. Long Service Leave Scheme

a) Long service leave shall be in accordance with and provided by CoINVEST.

b) All Employees will be registered by CYP with CoINVEST. When an Employee has accrued an entitlement to long service leave, and after giving four (4) weeks' notice to CYP, the Employee will be entitled to take such leave, subject to agreement with CYP. Agreement for leave will not be unreasonably withheld by CYP.

6.4. Incolink

6.4.1. **Redundancy Contributions**

6.4.2. This clause incorporates the industry-specific redundancy scheme as in force from time to time under the Award.

6.4.3. Other than Employees engaged as a TW 6, CYP is, and will remain during the life of the Tunnelling Work Agreement , a member of the Redundancy Payment Approved Workers Entitlement Fund (“Incolink Number 2 Fund”) of which Redundancy Payment Central Fund Ltd ("Incolink") is trustee, and all the Employees will be enrolled in the Incolink Number 2 Fund and be entitled to redundancy benefits in accordance with the terms of the Trust Deed.

6.4.4. For Redundancy Contributions for Employees engaged as TW 6 refer to Appendix I.

6.4.5. CYP shall pay Employee redundancy contributions to the Incolink Number 2 Fund on behalf of each Employee (other than apprentices) on a weekly basis in accordance with the Trust Deed, as well as contribute an additional amount of $80 per week per Employee, in respect of Employees’ redundancy benefits / entitlements. This additional contribution will be reduced, by $2.00 per hour, for each hour not worked on-site including; Annual Leave, Personal/Carers Leave and Public Holidays. If Incolink nominates any other fund under clause 6.4.6, CYP shall pay contributions to that fund on behalf of each Employee on a weekly basis and in accordance with the constituting documents of that other fund.

6.4.6. The liability of CYP to pay redundancy payments to an Employee under this clause will be met by the making of the contributions on behalf of each Employee required as a member of the fund specified in clause 6.4.4 or by another fund nominated under clause 6.4.6

6.4.7. References in this clause to “Incolink Number 2 Fund” include a reference to another fund for comparable purposes nominated by Incolink for the purpose of the Tunnelling Work Agreement as a fund which supersedes the Incolink Number 2 Fund.

6.4.8. **Income Protection, Trauma and Journey Accidents Insurance**

6.4.9. CYP will provide income protection insurance for all Employees covered by this Tunnelling Work Agreement. Chifley or Protect will administer the income protection insurance schemes covering income protection, trauma and journey accidents (“Income Protection, Trauma and Journey Accidents Insurance Schemes”).

6.4.10. Other than Employees engaged as a TW 6, the cost to CYP during the life of this Tunnelling Work Agreement will not exceed the Incolink Trust Deed.

6.4.11. For Income Protection, Trauma and Journey Accidents Insurance for Employees engaged as TW 6 refer to Appendix J.

6.4.12. CYP shall pay contributions to Chifley on behalf of each Employee, on a monthly basis, or in accordance with the constitution of the relevant fund.

6.4.13. Pursuant to the Income Protection, Trauma and Journey Accidents Insurance Schemes, the policy will provide benefits to Employees as per the policy documents including;

a) (Income Protection) defined weekly payments available from Chifley as outlined in the table below in the event of an extended work absence arising from any personal illness or injury that occurs at the time the Employee is an Employee of CYP (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy from Chifley).

Date	Benefit (per week)	Company Weekly Payment
From first full pay period on or after commencement of	$1,450	$21.05

Agreement		
1 Oct 2018	$1,500	$23.05
1 Oct 2019	$1,500	$24.05
1 Oct 2020	$1,525	$25.05
1 Oct 2021	$1,550	$26.05

b) (Trauma) receive or have paid on their behalf financial compensation in the event of a major work-related accident (i.e. WorkCover) resulting in the death or permanent disablement of the Employee and occurring at the time the Employee is an Employee of CYP (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy from Chifley).

c) (Journey Accidents) receive payments in accordance with the terms of the insurance policy for the duration of the Employee's absence (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy from Chifley) if:

i) the absence is because the Employee is unable to work due to injuries resulting from any accident incurred during a journey between the Employee's residence and the workplace, that occurs at the time the Employee is an Employee of CYP; and

ii) all such absences are supported by certification of a duly authorised medical practitioner and indicating the causal nexus between the travel to and from work and the Employee's inability to attend for work.

6.4.14. **Portability of Sick Leave**

a) CYP is, and will remain during the life of the Tunnelling Work Agreement, a participating employer in the Construction Industry Complying Portable Sick Leave Pay Scheme ("Incolink PSL Scheme") Incolink is trustee, and all the Employees will be enrolled in the Incolink PSL Scheme and be entitled to sick leave benefits in accordance with the terms of the Trust Deed.

b) CYP shall pay contributions to the Incolink PSL Scheme on behalf of each Employee on a weekly basis in accordance with the Trust Deed. If Incolink nominates any other fund under clause 6.4.6 hereof, CYP shall pay contributions to that fund on behalf of each Employee on a weekly basis and in accordance with the constituting documents of that other fund.

c) References in this clause to "Incolink PSL Scheme" include a reference to another fund for comparable purposes nominated by Incolink as a fund which supersedes the Incolink Number 2 Fund..

6.4.15. **Funding for Training**

a) As a further initiative to enhance the employment and career opportunities of the Employees covered by the Tunnelling Work Agreement, the parties will continue to facilitate on-going training to improve work health and safety in the industry and to improve Employees' work skills so as to advance progression to higher industry skill levels.

b) To support the cost of these training initiatives CYP will make a payment of $4.50 per Employee per week, such monies to be paid into Incolink to support that body's continued training funding initiatives.

c) Provided that the Incolink arrangements be appropriately ordered so as to provide for:

i) joint CYP/union management of the training funding;

ii) access to funding in accordance with agreed guidelines, by all participating companies and unions.

d) In the event of Incolink being unable to provide the above facility, the parties agree to establish an alternative mechanism with the intention of meeting the commitments expressed herein.

e) The liability of CYP to pay for the cost of training courses approved by CYP in accordance with this clause shall be met by the making of the contributions on behalf of each Employee as required by this clause.

Clause 7. Classifications, Wage Rates and Allowances

7.1. Wage Rates

7.1.1. All Employees shall be classified according to Appendix A - Classification Structure and Wage Rates for ordinary time will be as per Appendix B.

7.1.2. Wages will be increased by 5% (Wage Rates) as per Appendix B and delivered from each pay period listed below:

a) From the 1st pay period commencing on or after 1 March 2019.

b) From the 1st pay period commencing on or after 1 March 2020.

c) From the 1st pay period commencing on or after 1 March 2021.

7.1.3. Wages will be increased by 4% (Wage Rates) as per Appendix B and delivered from each pay period listed below:

a) From the 1st pay period commencing on or after 1 March 2022.

b) From the 1st pay period commencing on or after 1 March 2023.

7.1.4. The rates of pay are inclusive of all allowances and entitlements however described. No other allowance or entitlement (Award-derived or otherwise), except those expressly prescribed below, shall be payable.

7.2. Allowances

7.2.1. **Site Allowance**

7.2.2. In determining the Site Allowance the parties have acknowledged the Victorian Site Allowance scale regarding the size, scale, value, complexity and location of the Project and agreed that this allowance will be paid to an Employee to compensate for all flexibilities, rostering requirements, changes, site conditions and all special factors and/or disabilities associated with the Project.

7.2.3. In accordance with clause 7.1.4, this is a flat hourly allowance and does not attract any loadings or penalties and is payable for all hours worked on site only other than in accordance with clause 9.7.2.d).

7.2.4. No other allowance (award-derived or otherwise), except those expressly prescribed in the Tunnelling Work Agreement, shall be payable.

7.2.5. The Site Allowance shall be $7.50 upon commencement.

7.2.6. The Site Allowance shall be increased to $7.70 from the first full pay period after 1 March 2022.

7.2.7. **Daily Fares and Travel Pattern Allowance**

7.2.8. A payment per day shall be made for each day worked (including RDOs) for daily fares and travel pattern.

7.2.9. All parties recognise there will be no car parking provided on the Project. Employees will be required to use

alternative transportation options such as public transport to and from work.

Payments shall be as follows:

On commencement	$45.00 per day
1 Mar 2019	$47.00 per day
1 Mar 2020	$49.00 per day
1 Mar 2021	$51.00 per day
1 Mar 2022	$53.00 per day

7.2.10. **Living Away From Home Allowance**

7.2.11. Eligibility for Living Away from Home Allowance

a) The eligibility of an Employee for living away from home entitlements will be determined by the Employee's declared place of residence.

7.2.12. Declared Place of Residence

a) An Employee will not be eligible for living away from home entitlements unless they have made a declaration as to their usual place of residence prior to engagement on the Project.

b) An Employee will not be permitted to commence work on the Project unless they have completed a declaration as to their place of residence as required by this clause.

c) Subject to clause f), if the Employee's declared place of residence is outside of the area defined in Appendix D, and the Employee maintains this declared residence as their usual place of residence, then subject to this clause (including the additional period of engagement requirement below) then they will be eligible for living away from home entitlements under this clause.

d) If the Employee's declared place of residence is within the defined area (including Ballarat and Castlemaine), as per Appendix D, then they will not be eligible for living away from home entitlements under this clause.

e) An Employee whose usual place of residence is outside the aforementioned criteria to the Project, but who declared when applying for employment on the Project to be considered for employment as though they do not live outside that area, will not be eligible for living away from home entitlements and/or excess fares and travel entitlements.

f) The declared place of residence stated prior to engagement on the Project will be considered to be the Employee's place of residence for the duration of their employment on the Project, for the purpose of this clause.

7.2.13. Entitlements for Eligible Employees

a) When an Employee is deemed eligible for living away from home entitlements under the provisions of clause 7.2.12 above, CYP will:

i) pay an allowance of $770 per seven (7)-day week in full recompense of all costs incurred. For broken parts of the week, CYP will pay $150 per day; or

ii) provide the Employee with reasonable (including camp style) board and lodging. Where this is supplied there will be no payment of living away from home entitlements under clause 7.2.13.a).i) above.

b) CYP shall deduct living away from home entitlements under clause a) on a pro-rata basis of $150

per day for each day an eligible Employee is not ready, willing and available for work in accordance with the Tunnelling Work Agreement or because of industrial action.

7.2.14. **First Aid Allowance**

7.2.15. CYP will pay each Employee nominated and approved as a Level 2 or Level 3 First Aider for each day worked as per the table below.

7.2.16. A Level 2 First Aider is an Employee who holds the minimum qualifications from the St Johns Ambulance Association or similar body. A Level 3 First Aider is an Employee who holds a higher first aid certificate from the St Johns Ambulance Association or similar body.

7.2.17. The First Aid Allowance will be paid as a flat daily allowance and does not attract loadings or penalties.

7.2.18. An Employee nominated and approved as a First Aider under this clause will perform first aid duties in addition to their normal work duties.

7.2.19. Where applicable, First Aid Allowance payment shall be as follows:

First Aid Allowance	First full pay period after commencement of the Agreement	First full pay period on or after 1 Mar 2019	First full pay period on or after 1 Mar 2020	First full pay period on or after 1 Mar 2021	First full pay period on or after 1 Mar 2022
Level 2	$4.82	$5.06	$5.31	$5.57	$5.79
Level 3	$5.51	$5.79	$6.08	$6.36	$6.63

7.2.20. **Leading Hand Allowance**

7.2.21. A Leading Hand means any Employee who is appointed by CYP, with the specific responsibility of directing and/or supervising the work of other Employees. Leading Hands will be appointed in writing by CYP. The appointment may be reviewed by CYP at any time.

7.2.22. The Leading Hand Allowance will be paid as a weekly flat allowance as follows. This is a flat weekly allowance and does not attract any loadings or penalties:

Leading Hand Allowance	First full pay period after commencement of the Agreement	First full pay period on or after 1 Mar 2019	First full pay period on or after 1 Mar 2020	First full pay period on or after 1 Mar 2021	First full pay period on or after 1 Mar 2022
2 to 5 direct reports	$47.67	$50.06	$52.56	$55.18	$57.39
6 to 10 direct reports	$58.51	$61.44	$64.51	$67.73	$70.44
10+ direct reports	$75.85	$79.64	$83.62	$87.80	$91.31

7.2.23. **Overtime Productivity Allowance**

7.2.24. An Overtime Productivity Allowance, of $2.00 per hour will, be paid for each hour worked in excess of eight (8) hours per day or for any other hours worked in excess of an Employee's ordinary hours. This is a flat

hourly allowance it does not attract any loadings or penalties and is payable for the relevant overtime hours above that are worked on site only. This allowance is unique to the Melbourne Metro Tunnel and Stations Project Greenfields Agreement and is paid to compensate for all flexibilities, rostering requirements and changes, site conditions and all special factors and/or disabilities associated with the Project as they relate to overtime.

7.2.25. **Mechanical or Electrical Tradesperson Allowance**

7.2.26. Where an Employee is engaged and is working as a TW 6 Mechanical or Electrical Tradesperson (refer Appendix A of the Tunnelling Work Agreement) the Employee shall receive the following all purpose hourly allowance:

Electrical Licence Allowance	First full pay period after commencement of the Agreement	First full pay period on or after 01 Mar 2019	First full pay period on or after 01 Oct 2020	First full pay period on or after 01 Mar 2020	First full pay period on or after 01 Oct 2021	First full pay period on or after 01 Mar 2021	First full pay period on or after 01 Oct 2021	First full pay period on or after 01 Mar 2022
Hourly Allowance	$2.65	$1.25	$1.25	$1.25	$1.25	$1.25	$1.25	$1.25

7.3. Clothing Issue

7.3.1. **Mandatory equipment**

a) All Employees engaged to work on site will be supplied with appropriate safety footwear and safety helmets before commencing work on the Project.

b) As instructed during the site induction process, these items must be worn at all times.

c) Helmets must not be painted, drilled or modified in any way. Damaged and/or worn footwear and helmets will be replaced on demand.

7.3.2. **Work clothing**

7.3.3. Protective clothing will be issued to all Employees, within two (2) weeks of commencing work with CYP. Employees will be made aware of these entitlements at the time of employment.

7.3.4. The following clothing will be supplied to all Employees:

a) two (2) pairs of overalls; or

b) two (2) combination bib and braces; or

c) two (2) pairs of long trousers and two (2) long sleeved shirts; or

d) work denims at cost no greater than most expensive of the above three (3) choices.

7.3.5. All new Employees engaged by CYP between 1 May and 31 August will be issued with one high visibility winter jacket or agreed equivalent. Winter jackets will be replaced on a fair wear and tear basis.

7.3.6. Clothing and footwear will be replaced on a fair wear and tear basis. CYP will replace any clothing and footwear damaged due to fair wear and tear within a reasonable period following the Employee's request. All items will comply with the relevant Australian Standards and endeavours will be made to provide clothing that is Australian made. The clothing selected by CYP will be required to be breathable, light weight, UV stable, have high visibility quality, and have the maximum UPF rating.

7.3.7. No agreement to pay cash in lieu of supply of clothing/footwear is permitted and CYP should maintain a

register for all protective clothing provided to Employees. Where the relevant supplier of clothing/footwear maintains a register, this will meet the requirements of this clause.

7.3.8. **Source of clothing**

a) The parties seek to provide opportunities to maximise opportunities for Australian, New Zealand and Victorian suppliers ("Local Suppliers") to supply on the basis of best value for money for the provision of work clothing to its Employees.

b) Local Suppliers of clothing will be made aware of opportunities to supply clothing to CYP.

7.4. Higher Duties

7.4.1. Where an Employee on any one (1) day performs two (2) or more classes of work to which different rates of pay are applicable, CYP shall pay to the Employee the higher hourly rate for the entire day if the Employee is required to work in that class of work for more than two (2) hours, 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.

7.5. Payment of Wages

7.5.1. All wages, allowances and other monies may be paid by electronic funds transfer which Employee(s) may request be split between up to two (2) accounts.

7.5.2. Wages and pay slip details shall be made available no later than the cessation of ordinary hours of work on Thursday of each working week.

7.5.3. Waiting time shall not be payable where an Employee(s) is kept waiting for their wages due to circumstances beyond the control of the CYP.

7.6. Wage Payment Details

7.6.1. The following particulars of details of payment to each Employee must be

included on the Employees' work statement/ payslip:

i) name of the employing CYP employer;

ii) ABN/ACN;

iii) name of the Employee;

iv) the Employee's classification;

v) date of payment and period covered by work statement/ payslip;

vi) details of the number of ordinary hours worked;

vii) details of the number of overtime hours worked;

viii) the ordinary hourly rate and the amount paid at that rate;

ix) the overtime hourly rates and the amounts paid at those rates;

x) the gross wages paid;

xi) the net wages paid;

xii) details of any deductions made from the wages;

xiii) details of accrued entitlements including RDO accruals, Personal Leave, and Annual Leave; and

xiv) details of the Employer's Incolink and Cbus/superannuation contributions, including when the contribution was made and the amount, and, details of Employee contributions, including when the contribution was made and the amount.

7.6.2. Work Statement/payslips will be issued to Employees within 2 days of payment.

7.6.3. In addition to the details of payment noted above, CYP will also keep records of the following:

i) the Employee's date of birth;

ii) the date of commencement of employment;

iii) the Employee's tax file number;

iv) the Employee's ColNVEST number;

v) details of the Employee's:

A. daily start and finish time;

B. time that meal and crib breaks were taken;

vi) details of allowances paid;

vii) total gross allowances paid; and

viii) tax deducted from wages per week and year to date.

7.7. Training and Related Matters

7.7.1. CYP will develop training programs which are consistent with the following:

a) Assessment of Employee skills will be against those required in the nationally recognised formal training package relevant to their work. Any necessary training will be provided to attain the relevant nationally recognised formal qualification by an Industry approved co-managed training scheme.

b) Training provided will be consistent with CYP's business requirements, relevant to the work of the Employees, consistent with the skills development of each Employee and with applicable national competency standards.

c) Training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours.

d) If an approved training activity is undertaken during ordinary working hours, the Employee/s concerned shall not suffer any loss of pay.

e) Approved training activities undertaken outside of ordinary hours will be paid at single time or may, with the consent of CYP, be taken as time off in lieu of payment. Provided that the scheduling of time off must be consistent with the needs of the business and be by agreement with CYP.

f) Training costs of courses approved by CYP will be met by CYP (e.g. White Card).

g) CYP will not be asked to meet the costs of training undertaken by Employees which was not approved by CYP.

h) Leave of absence granted pursuant to this clause shall count as service for all purposes under the Tunnelling Work Agreement.

7.8. Accident Make Up Pay

7.8.1. Accident Pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the relevant workers compensation legislation and the Employee's appropriate pre injury average weekly earnings (pro-rata for casual and part-time Employees).

7.8.2. CYP shall pay accident pay, during the incapacity of its Employee/s arising from a work-related injury, for a total of 52 weeks - irrespective of whether such incapacity is in one continuous period or not. The calculation of the 52 weeks shall be that period of time, irrespective of whether it is in one continuous period or not, during which the Employee receives a weekly amount of compensation paid pursuant to the relevant workers compensation legislation.

7.8.3. The liability to pay Accident Pay arises from the date of the injury or accident in respect of which compensation is payable under the said relevant workers compensation legislation and the termination of the Employee's employment for any reason during the period of any incapacity shall in no way affect the liability of CYP to pay Accident Pay as provided in this clause.

7.8.4. In the event that an Employee receives a lump sum in redemption of weekly payments under the applicable legislation, the liability of CYP to pay Accident Pay as herein provided shall cease from the date of such redemption.

7.8.5. **Employee Entitlements while on Worker's Compensation**

If an Employee is absent from work and is on workers compensation, the Employee's contract of employment shall remain intact during the period of absence, CYP shall continue to make contributions on behalf of the Employee to all the Employee Entitlement Funds as outlined in clauses 6.2 to 6.4 (inclusive) of the Tunnelling Work Agreement. The Employee shall also continue to accrue all appropriate leave entitlements for the entire period for which the Employee is on workers compensation.

Clause 8. Inclement Weather

8.1. Objectives

8.1.1. The parties agree that due to the requirement to complete Critical Works on this Project the provisions in this clause are specific and unique to the Tunnelling Work Agreement.

8.1.2. This clause seeks to provide a balance between:

a) the rights of Employees to not work in circumstances where safety and/or comfort is impacted by Inclement Weather;

b) the rights of CYP to ensure as much productive work as possible continues where the Project is impacted by Inclement Weather;

c) the parties' recognition that some work must start or continue, even if it is affected by Inclement Weather, but only if safe to do so in accordance with clause 12.1.3.

8.1.3. **This clause sets out the procedures and processes concerning Inclement Weather as follows:**

a) Definition of Inclement Weather.

b) Procedure deciding if a work area is affected by Inclement Weather.

c) Working arrangements and Payments.

d) Hot Weather Guidelines.

e) Dewatering.

8.2. Definition of Inclement Weather

8.2.1. Inclement weather shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, Hot Weather (as defined below) or the like or any combination thereof).

8.2.2. The temperature of 35°C or above constitutes Hot Weather provided clause 8.5 applies.

8.3. Procedure deciding if a work area is affected by Inclement Weather

8.3.1. A work area(s) will be affected by Inclement Weather if it is unsafe and/or unreasonable for exposed Employees to continue working.

8.3.2. CYP shall, when requested by the Employees or their Employee Representative/ Union delegate, confer (within a reasonable period of time) for the purpose of determining whether a work area or areas are affected by Inclement Weather.

8.3.3. For the purposes of this clause 8, whether an activity is safe or unreasonable to do so shall be resolved or determined in accordance with clause 12.1.3.

8.4. Working arrangements and Payment

8.4.1. **Work continuing**

a) During periods of Inclement Weather work in air-conditioned environments (including properly functioning air-conditioned plant and machinery) or other areas not affected by Inclement Weather conditions shall continue as normal. During periods of Hot Weather Employees will walk a reasonable distance through the open to and from amenities provided it does not pose a serious threat to their health or safety.

b) Should a portion of the Project be affected by Inclement Weather, all other Employees not affected shall continue to work, e.g. spoil removal or other operations in equipment or areas that are not affected by Inclement Weather, regardless that some Employees may be entitled to stop work or be paid additional amounts due to Inclement Weather.

c) The parties accept that works may commence, resume or be completed without delay in the event of Inclement Weather. This would include Employees performing Emergency Works and/or Critical Works.

d) There are no additional payments for normal work continuing.

8.4.2. **Transfers**

a) Should a portion of the Project be affected by Inclement Weather, Employees can be transferred to another work location under cover on the site or to another site in accordance with the provisions prescribed herein.

b) Employees may be transferred from a location on a site where it is unreasonable to work due to Inclement Weather, to work at another location on the same site, or another site, which is not affected by Inclement Weather subject to the following:

i) No Employee shall be transferred to an area not affected by Inclement Weather unless there is work available in the Employee's classification.

ii) If productive work is available for individual Employees, they may be transferred from a location on a site in order to work in areas which are not affected by conditions of Inclement Weather.

iii) Employees may be transferred from one site to another site and CYP shall provide, where necessary, transport.

c) There are no additional payments when an Employee is transferred.

8.4.3. **When work stops**

a) Any stoppage of work without due consultation will mean that all involved Employees are denied an entitlement to payment.

b) Once the temperature reaches 35°C, as per clause 8.5, work will cease for an Employee who is not performing Critical Works.

c) CYP or CYP's representative on site and the Employee's representative shall agree that Non-Critical Works shall cease due to Inclement Weather and note the time of cessation of work.

8.4.4. **When work resumes**

a) After the period of Inclement Weather has clearly ended the Employees shall resume work and the time shall be similarly agreed and noted.

b) Rain at Starting time - Where the Employees are in the crib facilities, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall be required to go to work in a dry area or to be transferred to another site provided:

i) the rain stops; or

ii) a covered walkway has been provided; or

iii) The sheds are under cover and the Employees can get to the dry area without going through the rain; or

iv) Adequate protection is provided. Protection shall, where necessary, be provided for the Employees tools.

c) In the case of mechanical plant operators, where they have a dry cabin to work from and they can safely access their cabin without getting "drenched", they will return to work so long as the work itself is safe to perform. CYP will ensure that other necessary personnel are provided to ensure safety of the workforce and the public.

d) In this clause, a dry area shall mean a work location that has not become saturated by rain or where Employees would not become wet.

8.4.5. **Work unaffected by Inclement Weather**

a) Should a portion of the Project be affected by Inclement Weather, Employees can be transferred to another work location undercover on the site or to another site in accordance with the provision prescribed. In particular, Crane Crews will remain on site after four (4) hours whilst any of the remaining structures crew are on site (or in the case of an agreed emergency). Any members of a Crane Crew remaining on the site after the four (4)-hour period will be paid to their planned finish time of that day.

b) Employees presenting for work (that starts or continues outside the span of ordinary hours) when the temperature is at or over 35°C will remain on site in air-conditioned amenities for a minimum two (2) hours, holding themselves available to commence work should the temperature fall below 35°C.

c) Employees will not be entitled to payment for Inclement Weather as provided for in this clause unless they remain on the job until the provisions set out in this clause have been observed.

d) Employees performing Emergency Works and/or Critical Works will commence, resume or complete work in the event of Inclement Weather.

8.4.6. **Leaving the job**

a) Prior to any Employee leaving the site due to Inclement Weather, consultation shall take place between Employee Representatives and site management. Any withdrawal from site, without due consultation will mean that all involved Employees are denied an entitlement to payment.

b) Where works are prevented from occurring because it is raining:

i) for more than an accumulated total of four (4) hours of ordinary time in any one day; or

ii) after the meal break, for more than an accumulated total of 50% of the remaining work time (ordinary hours).

c) CYP shall not be entitled to require Employees to remain on site beyond the expiration of any of the above circumstances.

d) Provided that where, by agreement between CYP and/or CYP's representative and the Employee's representative, the Employee remains on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the Employee's Inclement Weather hours.

e) Employees performing Emergency Works and/or Critical Works will complete work in the event of inclement weather.

8.4.7. **Entitlement to payment**

a) Employees shall be entitled to payment by CYP for ordinary time lost through Inclement Weather for up to 32 hours in every four (4) weeks. For the purpose of this sub-clause the following conditions shall apply:

b) The first period shall be deemed to commence on the first full pay period on or after commencement of the Agreement and subsequent periods shall commence at four (4)-weekly periods thereafter.

i) An Employee shall be credited with 32 hours at the commencement of each four (4)-weekly period.

ii) The number of hours at the credit of any Employee at any time shall not exceed 32 hours.

iii) If an Employee commences employment during a four (4) week period the Employee shall be credited 32 hours where the Employee commences on any working day within the first week; 24 hours where the Employee commences on any working day within the second week; 16 hours where the Employee commences on any working day within the third week and; eight (8) hours where the Employee commences on any working day within the fourth week.

iv) An Employee shall not be entitled to receive more than 32 hours' Inclement Weather payment in any four (4)-week period.

v) The number of hours credited to an Employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through Inclement Weather.

vi) Payment under this clause shall be weekly.

vii) Provided further and subject to clause 8.4.7.b).iii) an Employee who is working on a part-time basis shall be entitled to payment on a pro-rata basis according to the number of ordinary hours agreed to be worked in the four (4)-week period. The method of calculation of a part-time Employee's proportionate entitlement shall be as follows:

$$\frac{32 \times \text{Number of hours agreed to be worked during the four (4)-week period}}{152}$$

viii) The entitlement to payment for time lost due to inclement weather is an entitlement limited to ordinary time lost and does not apply to overtime and/or weekend work. Should overtime or weekend work be suspended due to Inclement Weather, then overtime payments will cease subject to the provisions of the Tunnelling Work Agreement concerning minimum payment for Saturdays and Sundays in which case the minimum time payments as prescribed by the Agreement shall apply.

8.4.8. **Payment for Work during Inclement Weather**

a) An Employee who is affected by Inclement Weather (other than Hot Weather, pursuant to clause 8.5) and is required to work will be paid a penalty equal to 100% of their ordinary time rate (as set out in Appendix B) for working ordinary hours, in addition to the applicable rate.

b) Where a concrete pour has been commenced prior to the commencement of a period of Inclement Weather Employees may be required to complete such concrete pour to a practical stage and for such work shall be paid at the penalty rates provided in the Tunnelling Work Agreement for work during Inclement Weather calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.

c) If an Employee's clothes become wet as a result of working in the rain during a concrete pour the Employee shall, unless the Employee has a change of dry working clothes available, be allowed to go home without loss of pay.

8.5. Hot Weather guidelines

8.5.1. **Arrangements**

a) The Project will measure temperature by the Melbourne Bureau of Meteorology Monitoring Station at Melbourne (Olympic Park).

b) When it is expected that the temperature will be 35°C or more, or when the temperature approaches 35°C, the parties on site shall confer regarding the performance of work.

c) If work has ceased for two consecutive days due to Hot Weather and the BOM has also forecast a cool change for that day, the Employees on site on that day will remain in air-conditioned amenities for one and a half (1.5) hours after the temperature reaches 35°C. If the temperature drops to below 33°C, the Employees will return to work.

d) Even at temperatures below 35°C a work area may be affected by Inclement Weather if it is in direct sunlight and, by agreement with the Health and Safety Committee and CYP, the work environment creates a serious risk to health and safety, having regard to the nature of the tasks being undertaken.

e) It is expressly agreed that, other than as provided for above, work shall not cease at any temperature below 35°C, and any stoppage of work prior to 35°C shall be a breach of the Tunnelling Work Agreement rendering the Employees ineligible for any payment which may otherwise accrue.

f) The Project will ensure adequate workers are on hand to allow rotation in and out of the heat during any Critical Works.

g) All Employees will be tool boxed regarding how to manage their hydration and wellbeing during Hot Weather.

h) In the event the ventilation system in the tunnels and / or caverns ceases to operate and this creates a risk to the Health and Safety of the Employees, all Employees (other than those covered by clause 8.5.3) will cease work in accordance with clause 8.4.

8.5.2. **Underground**

a) Critical Works

i) It is not anticipated that the outside temperature will cause the tunnel and caverns to

exceed 35°C. An Employee performing Critical Works underground during Hot Weather will continue to work without payment of a penalty.

8.5.3. **Outside Acoustic Shed or Other Covered Work Area**

a) Critical Works

i) An Employee performing Critical Works on the surface outside an acoustic shed or other covered work area during Hot Weather, will be paid a penalty equal to 100% of their ordinary time rate (as set out in Appendix B) for working ordinary hours, in addition to the applicable rate.

8.5.4. **Inside Acoustic Shed or Other Covered Work Area**

a) Critical Works

i) An Employee, performing Critical Works inside an acoustic shed or other covered work area during Hot Weather, will be paid a penalty equal to 50% of their ordinary time rate (as set out in Appendix B) for working ordinary hours, in addition to the applicable rate at 35°C and up to 39°C. For temperatures above 39°C the penalty shall increase to 100% of their ordinary time rate for working ordinary hours, in addition to the applicable rate.

8.6. Dewatering

a) Where the whole of a site is so affected by surface water following a period of rain that all productive work, other than Critical Works, is suspended by agreement of the parties, then dewatering will proceed as above with Employees so engaged being paid at penalty rates as is the case for safety rectification work. When other Employees are undertaking productive work in an area or areas not so affected then dewatering will only attract single time rates.

b) Where a part of a site is affected by surface water following a period of rain, thus rendering some areas unsafe for productive work, consistent with CYP's obligations under the the applicable health and safety legislation, appropriate Employees shall assist in the tidying up of their own work site or area if it is so affected. Where required, appropriate Employees will be provided with the appropriate PPE. Such work to be paid at single time rates. Productive work will continue in areas not so affected.

c) To avoid any confusion any 'dewatering' time which prevents an Employee from being engaged in their normal productive work is not included in any calculation for the purposes of determining whether an Employee is entitled to go home due to wet weather.

Clause 9. Hours of Work, Shiftwork & Overtime

9.1. Hours of Work

9.1.1. Ordinary hours of work are 36 per week, worked in accordance with the provisions of this clause.

9.1.2. Day Workers:

a) Ordinary hours of work for Day Workers will be eight (8) hours per day Monday to Friday.

b) Ordinary daily hours may be worked between the hours of 6:00 am and 6:00 pm.

9.1.3. Shiftworkers:

a) An Employee may be required to work shiftwork and shall be given at least 48 hours' notice of the requirements to work shiftwork.

b) The ordinary hours of work for Shiftworkers will be worked between Monday to Sunday with the notional weekly hours based on a 36 hour week.

c) A night shift is one where the majority of rostered ordinary hours fall between 6:00 pm and 6:00 am.

9.1.4. Starting times will be set by CYP and may differ across the Project.

9.2. Breaks

9.2.1. Day Workers: One (1) 10 minute paid morning rest break and one (1) 30 minute unpaid lunch break will be scheduled within six (6) hours after work starts.

Shiftworkers: Will take a 30 minute meal break no later than five (5) hours after the commencement of each shift. The meal break will be counted as time worked when on shift work. There will be one (1) daily paid rest break of 20 minutes' duration to be taken at a time that suits the operational requirements of the Project.

9.2.2. Where an Employee is required to work more than two (2) hours' overtime after the usual ceasing time they shall be allowed a 20-minute rest break paid at ordinary time rates, including shift loading where applicable, prior to commencing overtime. Employees who take payment in lieu of stopping work for this break will be regarded as having worked a further 20 minutes and shall be paid at double time. This subclause shall not apply where the overtime is worked in accordance with a set Tunnelling Operations roster.

9.2.3. An Employee working overtime on a Saturday, Sunday or Public Holiday shall be allowed a paid 30-minute combined rest break/meal/crib Break after four (4) hours' work, with a further paid 20-minute crib break if the overtime continues past eight (8) hours worked.

9.2.4. In the case of overtime work being cancelled by CYP at the end of the four (4)-hour minimum or any time thereafter, Employees will, in addition to the payments as prescribed, be paid for the 30 minutes combined crib/meal/rest break if not already taken.

9.2.5. If work proceeds beyond the four (4)-hour minimum then Employees will be paid for all time so worked.

9.3. Overtime

9.3.1. Employees will be required to work reasonable overtime when requested.

9.3.2. All time worked outside or in excess of an Employee's ordinary hours of work shall be deemed overtime. All overtime is paid at double time.

9.3.3. An Employee required to work overtime on a Saturday or Sunday (and not part of a rostered shift arrangement) shall be paid a minimum of four (4) hours' work.

9.3.4. An Employee recalled to work overtime after leaving the Project (whether notified before or after leaving work) will be paid for a minimum of four (4) hours' work at overtime for each time the Employee is so recalled. Except in the case of unforeseen circumstances arising, the Employee will not be required to work the full four (4) hours if the job the Employee was recalled to perform is completed within a shorter period. This subclause will not apply in cases where it is customary for an Employee to return to work to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

9.3.5. No apprentice or trainee shall be required to work overtime or Shiftwork at times which would prevent the Employee's attendance at a training facility, as required by any statute, agreement or regulation.

9.3.6. CYP may require any Employee to work reasonable overtime. Employees who accept an offer of overtime will be obliged to attend.

9.3.7. Where an Employee is engaged on Shiftwork and the shift roster includes a regular overtime shift, attendance at the additional shift is considered compulsory. CYP will take into consideration an Employee's individual personal and/or family commitments, if requested by the Employee, when an Employee is unable to attend for the overtime shift.

9.3.8. **Overtime Meal Allowance**

9.3.9. An Employee required to work overtime for one and one half (1.5) hours or more after working ordinary hours must be paid by CYP an overtime meal allowance as outlined in the table below:

From the first full pay period on or after commencement of the Tunnelling Work Agreement	$28.83

From the first pay period commencing on or after 1 July 2019	$30.27
From the first pay period commencing on or after 1 July 2020	$31.78
From the first pay period commencing on or after 1 July 2021	$33.37
From the first pay period commencing on or after 1 July 2022	$34.70

9.4. Public Holiday Work

9.4.1. For all Employees, double time and a half must be paid for any ordinary time or overtime worked on a Public Holiday with a minimum payment of four (4) hours.

9.5. Minimum Break between days or shifts

9.5.1. It is agreed that no Employee shall resume or continue to work without having had 10 consecutive hours off duty between the termination of the overtime and the commencement of the Employee's ordinary work on the next day.

9.5.2. In the event that an Employee agrees to a request from site management to resume or continue to work without having had 10 consecutive hours off duty, the Employee shall be paid at double ordinary time rates until the Employee is released from duty for such period.

9.5.3. If the Employee has worked overtime on two (2) consecutive days where they have had two (2) 10 consecutive hours off duty and in the event of any further extended overtime, the Employee shall not resume or continue to work without having had 12 consecutive hours off duty in the event that an Employee agrees to a request from site management to resume or continue to work without having had 12 consecutive hours off duty, the Employee shall be paid at double ordinary time rates until the Employee is released from duty for such period.

9.5.4. The provisions of this clause shall apply in the case of Shiftworkers as if eight (8) hours were substituted for 10 hours when overtime is worked:

a) for the purpose of changing shift rosters; or

b) where a Shiftworker does not report for duty and a Day Worker or a Shiftworker is required to replace such Shiftworker

9.6. Tunnelling Operations Shiftwork

9.6.1. Roster and scheduled RDOs

a) A roster or rosters will be established by CYP for the Tunnelling Operations.

b) Indicative rosters are:

i) 5 days on, 2 days off, 5 nights on, 2 days off – The roster will include scheduled and non-scheduled RDOs - as set out in Appendix G . Non-scheduled RDOs will be considered as banked and may be taken in accordance with clause 9.7.3.c)

ii) 7 days on, 3 days off, 7 nights on 4 days off – as set out in Appendix H
The roster will include scheduled and non-scheduled RDOs, non-scheduled RDOs will be considered as banked and may be taken in accordance with clause 9.7.3.c)

c) The roster or rosters established shall designate days on and off, ordinary hours and overtime hours and scheduled RDOs.

d) Non-scheduled, banked or substituted RDOs may be taken by agreement between CYP and the Employee concerned, with such agreement not to be unreasonably withheld.

e) The roster may establish extended shift lengths where necessary. In such circumstances, more than eight (8) ordinary hours may be worked in a single shift, however, any ordinary hours worked in excess of eight (8) per shift shall attract a 100% loading.

9.6.2. Loadings

a) No additional loading will apply to ordinary hours on a day shift worked between Monday and Friday.

b) Ordinary hours on a Monday to Friday nightshift will attract a 50% loading.

i) For Employees working an indicative roster in accordance with clause 9.6.1 b ii), a nightshift commencing on a Sunday will be paid as a weekday nightshift and not a Sunday nightshift.

ii) Where a Shiftworker is working under a five (5)-day shift pattern from Monday to Friday, and the 5th nightshift commences on the Friday (ends on the Saturday) the 5th shift will be paid as a weekday nightshift and not as a Saturday nightshift.

c) Ordinary hours on dayshifts and nightshifts on a Saturday or Sunday shall attract a 100% loading.

d) Ordinary hours on Public Holidays shall attract a 150% loading.

e) A Shiftworker who works on a Tunnelling Operations roster that does not continue for at least four (4) weeks shall be paid a 100% loading for each nightshift.

9.6.3. Breaks

a) A 30 minute meal break no later than five (5) hours after the commencement of each shift. The meal break will be counted as time worked when on shiftwork. There will be one (1) daily paid rest break of 20 minutes duration to be taken at a time that suits the operational requirements of the Project.

9.6.4. Travel Time

a) Prior to the commencement of their ordinary hours of work, Tunnelling Operations Shiftworkers must attend at their Designated Assembly Area (as prescribed in clause 9.6.4.f).i) for pre start meetings and transportation to the Designated Drop Off Area (as prescribed in clause 9.6.4.f).ii) in sufficient time to start their shift or day at their scheduled commencement time.

b) At the conclusion of their shift, Employees must attend at their Designated Drop Off Area, for transportation and wash up back at their Designated Assembly Area.

c) Actual required travel time for each Employee to and from their Designated Assembly Area and Designated Drop Off Area may change with the requirements of the Project and will be frequently monitored by CYP. Subject to compliance with clauses 9.6.4.a) and 9.6.4.b) above, Employees will be paid travel time in accordance with the following table, up to a maximum of 30 minutes per shift or day (i.e. paid for both inbound and outbound travel, not cumulative each way):

Distance between Designated Assembly Area and Designated Drop Off Area	Total Time Paid at Ordinary Time Rate (per shift)
Up to and including 1km	15 minutes
Up to and including 2km	20 minutes
Up to and including 3km	25 minutes
Up to and including 4km	30 minutes

d) Payment for this travel time is at the Employee's ordinary time rate only (excluding Site Allowance, shift loadings or any other allowances).

e) For the avoidance of doubt, travel time does not form part of an Employee's shift or day and is not used in calculating overtime, leave, any other shift loadings or penalties and does not attract site allowance.

f) For the purposes of this clause:

i) 'Designated Assembly Area' is an area (or areas) that are on or near by the Project, such as site amenities, nominated by CYP that Employee/s are required to attend prior to the commencement of their shift or day.

ii) 'Designated Drop Off Area' is an area (or areas) on the Project, such as the tunnel face or the place within the tunnel where the work duties are located, nominated by CYP that Employee/s are required to commence and cease their ordinary hours of work.

9.7. Rostered Days Off

9.7.1. General entitlement

a) For each ordinary day or shift worked, 0.8 of an ordinary hour's pay will be withheld and accrued towards RDOs.

b) For clarity, 26 RDOs shall ordinarily be accrued by an Employee in each 12 months.

c) Each day of paid leave taken and any Public Holiday will be a day worked for accrual purposes.

d) RDOs are paid at the ordinary time rate paid to Employees at the time of taking the RDO, and shall include the Daily Fares and Travel Pattern Allowance, and any applicable Site Allowance as prescribed by the Tunnelling Work Agreement.

9.7.2. RDO Arrangements

a) For clarity CYP may determine with its Employees when and where work can be performed to meet operational requirements in order to manage its business and improve productivity.

b) Where CYP and a majority of CYP's Employees at a work area agree, another day may be substituted for the scheduled RDO.

c) Wherever possible, such agreement will take place five (5) working days prior to the change being implemented.

d) RDOs taken are paid at the ordinary time rate paid to Employees at the time of taking the RDO, and shall include the daily Fares & Travel Pattern Allowance, and Site Allowance.

e) Upon commencement of employment, Employees who do not have a full RDO accrued, shall receive pro-rata accrual entitlements for the first RDO or group of RDOs falling after their commencement of employment. Thereafter, for the duration of employment with CYP, RDOs will be paid in full as they occur.

f) Upon termination of employment, an adjustment will be made to ensure that the full RDO entitlements, and no more, have been provided. This means that Employees then having received more RDOs than they were entitled to will have the relevant amount removed from final termination payments, and Employees who have received less than their full RDO entitlement will have the outstanding amount added to final termination payments.

9.7.3. Banking of RDOs

a) Up to five (5) RDOs may be banked and drawn upon by the Employee in accordance with the indicative RDO calendar, or at times mutually agreed.

b) Details of such banked RDOs shall be entered onto each Employee's employment records.

c) In order to use a banked RDO an Employee must seek prior approval by CYP a minimum of seven (7) days in advance. Such a request will not be unreasonably withheld. Accrued RDOs must be taken before any Annual Leave day(s) are approved and taken.

9.7.4. Work on Scheduled RDOs

Work may take place on a scheduled RDO or on any substituted day where it is required by CYP. Such requirements must be based on genuine circumstances.

a) Examples of where work may take place include, but are not limited to, the following:

i) to perform Critical Works; or

ii) for reasons arising from Emergency Works; or

iii) because of unforeseen delays.

b) For the avoidance of doubt, unforeseen delays include, but are not limited to: excessive periods of Inclement Weather, matters not necessarily the fault of CYP which has led to the Project being delayed or behind schedule, the requirement to meet CYP's work program and unexpected delays in the Project due to scheduling of other works or supply of materials, or work that cannot be performed on other days because of municipal council restrictions, or other relevant laws or regulations.

9.7.5. Performing work on Scheduled RDOs

a) Where CYP requires work to be performed on a Scheduled RDO (or any substituted day) it will consult with the affected Employees within a reasonable timeframe.

b) CYP is committed to providing as much notice as is reasonably practicable of a requirement to work. Wherever possible, notice will be at least nine (9) calendar days prior to the RDO in question.

c) An Employee may refuse to work on a scheduled RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:

i) the Employee's family responsibilities; and

ii) any other special circumstances peculiar to the Employee.

d) An Employee required to work who has been consulted with in accordance with the procedure shall be paid at the ordinary hourly rate.

e) An Employee required to work who has not been consulted with in accordance with the procedure shall be paid 250% of the hourly rate.

9.7.6. Designated Long Weekends

a) A Designated Long Weekend ("DLW") is a weekend where a Scheduled RDO and a Public Holiday both fall adjacent to (either before or after) a weekend.

b) It is recognised that there is merit in programming no work on the RDOs adjacent to Public Holiday weekends during the working year. This will allow Employees to have quality paid family leisure time.

c) However, due to the unique nature of this Project, it is agreed that where CYP identifies a need to perform work on a DLW it can be achieved in two (2) ways:

i) the Employee performing working with additional penalties; or

ii) by agreeing on an alternate DLW, and perform the work on the original DLW without additional penalty.

9.7.7. Working on Designated Long Weekends

a) CYP will provide as much notice to Employees as possible.

b) Such requirement for Employees to work must be based on genuine circumstances.

c) CYP will consult and provide written notice at least two (2) weeks in advance to affected Employees. The notice must specify the dates of the DLW to be worked, and the dates of the proposed alternate DLW (being another period of consecutive days in lieu of the original DLW).

d) Normal rates will apply for work on the original DLW with the exception of the usual penalty rates for weekend work and Public Holidays.

e) An Employee may refuse to agree on an alternate DLW if the requirement to do so is plainly unreasonable having regard to:

i) the hours of work that will be worked by that Employee in the week prior to the DLW;

ii) the number of scheduled RDOs worked by the Employee within the previous six (6) weeks;

iii) the Employee's family responsibilities; and

iv) any other special circumstances peculiar to the Employee.

f) An Employee required to work on a DLW (other than where the above procedure has been applied) shall be paid 250% of the hourly rate, for each weekend day, Public Holiday and RDO worked.

9.7.8. Disputes relating to work on Scheduled RDOs

a) Where in accordance with the disputes settlement procedure, the union has been advised by the affected Employees of a concern regarding the process undertaken to work on the scheduled RDO (or substituted day) it will, by close of business on the Monday following the provision of CYP's notification, notify CYP of the concern.

b) The parties will meet urgently to hold discussions to attempt to resolve the matter. Where the matter cannot be resolved, it will be escalated in accordance with the disputes settlement procedure set out in the Tunnelling Work Agreement.

c) Where the union fails to notify CYP by close of business on the Monday following the provision of CYP's notification, the status quo will be that work shall be performed on the scheduled RDO (or substituted day) in question.

Clause 10. Leave

10.1. Annual Leave

10.1.1. Employees (other than casuals) will be entitled to four (4) weeks' paid Annual Leave per annum, provided that Continuous Shiftworkers shall be entitled up to one (1) additional week's paid Annual Leave.

10.1.2. An Employee's entitlement to paid Annual Leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

10.1.3. Annual Leave is paid at the Employee's ordinary time rate (as set out in Appendix B) being paid to the Employee immediately prior to the taking of the Annual Leave, plus 17.5% loading.

10.1.4. Instead of the payment in respect of Annual Leave loading provided for in clause 10.1.3 an Employee who would have worked on shiftwork had they not been on leave and where the Employee would have received shift loadings prescribed by clause 9.6.2, had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loading as prescribed in clause 9.6.2 will be included in the rate of wage instead of the 17.5% loading. Provided, where an Employee would have received a loading, as prescribed by clause 9.6.2, had they not been on leave during the relevant period, this loading shall be added to the ordinary base rate of pay of the Employee in lieu of the 17.5% loading.

10.1.5. **Taking of Annual Leave**

a) Other than the Easter and Christmas Shutdowns outlined in clause 10.1.7 CYP and an Employee shall seek to reach agreement on the taking of Annual Leave at a mutually convenient time. CYP will not otherwise unreasonably refuse an Employee's request to take Annual Leave.

10.1.6. **Annual Leave upon termination**

a) On termination of employment, the value of any accrued but untaken Annual Leave shall be paid out to an Employee.

b) Leave loading will also apply to Annual Leave paid out upon termination.

10.1.7. **Easter and Christmas Shutdown**

a) Subject to clause 10.1.7.e) it is agreed that Annual Leave is to be taken as per the agreed indicative RDO / Working Day Calendars in the Tunnelling Work Agreement.

b) An Employee required to work who has been consulted with in accordance with the procedure in clause f), shall be paid 300 percent of the hourly rate prescribed in the Tunnelling Work Agreement for the Employee's classification, for 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.

c) Where CYP decides to close a site over the Easter and Christmas/New Year period in excess of the agreed Shutdown period, CYP shall give at least two (2) months' notice to Employees.

d) Employees who do not have sufficient leave may be given annual leave in advance or leave without pay.

e) CYP may request any Employee to work during Easter and/or the Christmas period where necessary to meet operational requirements. In any such event CYP shall recognise the individual right of Employees not to work, provided Employees shall not unreasonably refuse such a request.

f) CYP is committed to providing as much notice as reasonably practicable regarding the proposal to work. Whilst it is recognised that some circumstances may prevent the ability to provide reasonable notice, where practicable, two (2) months' notice of the intention of to work over this period be provided.

g) Where work is required during the Easter and Christmas Shutdown, CYP will consult, and agreement must be reached between CYP and a majority of affected Employees.

10.1.8. **Critical Works and Emergency Works**

Alternate Easter and Christmas Shutdown Allocation

a) Due to the unique nature of the construction industry, it is agreed that this provision shall apply where CYP has identified a need to perform work during an Easter or Christmas Shutdown period to complete works in relation to Critical Works and Emergency Works, by allocating an alternate Shutdown.

b) CYP will provide as much notice to Employees as possible. Whilst it is recognised that some circumstances may prevent the ability to provide reasonable notice, where practicable, two (2) months' notice of the intention to work over this period will be provided.

c) Such requirement for Employees to work must be based on genuine circumstances.

Procedure

d) CYP will consult and provide written notice to affected Employees. The notice must specify which dates will be worked, and the dates on which the leave may be rescheduled.

e) CYP will provide affected Employee/s the opportunity to notify the Union or other chosen representative of the Employee/s in writing prior to the Shutdown that work will be performed.

f) Another period of consecutive days may be substituted for the Easter and Christmas Shutdown, or part thereof.

g) Where there is a dispute in relation to an alternate Shutdown, and it is unable to be resolved at the workplace level, the matter may be determined in accordance with clause 4.1 of the Tunnelling Work Agreement, provided that the status quo shall be that works shall proceed during the Christmas or Easter period.

Rates

h) Ordinary rates will apply for the Shutdown period with the exception of the usual penalty rates for weekend work and Public Holidays.

i) An Employee required to work, shall be paid 200 percent of the hourly rate prescribed in the Tunnelling Work Agreement for the Employee's classification, for work on any day, between and

inclusive of Christmas Day and New Year's Day with the exception of usual penalty rates for Public Holidays.

j) An Employee may refuse to work during an Easter or Christmas Shutdown (or any substituted Shutdown period) if the requirement to do so is plainly unreasonable having regard to:

i) the hours of work that will be worked by that Employee in the week prior to the Shutdown;

ii) the number of Scheduled RDOs worked by the Employee within the previous six (6) weeks;

iii) the Employee's family responsibilities; and

iv) any other special circumstances peculiar to the Employee.

10.1.9. **No Cashing Out**

a) It is a breach of the Tunnelling Work Agreement for an Employee to be paid his/her full accrual, or part thereof, of Annual Leave at Christmas or any other time, unless that Employee takes such Annual Leave or his/her employment is terminated. Employment is not to be terminated for reasons of avoidance of this sub-clause.

10.1.10. **Public Holidays falling within Annual Leave**

a) If a Public Holiday, as prescribed in the Tunnelling Work Agreement, falls within an Employee's Annual Leave the Public Holiday does not constitute part of the Employee's Annual Leave and will be paid as ordinary hours.

10.1.11. **Employee not taken to be on paid Annual Leave at Certain Times**

a) If the period during which an Employee takes paid Annual Leave includes a period of other leave, e.g. a scheduled RDO, personal leave, or a period of absence for Community Service Leave, the Employee is taken not to be on paid Annual Leave for the period of that other leave or absence.

10.2. Public Holidays

10.2.1. Employees shall be entitled to be absent form work on the following Public Holidays without loss of pay:

a) New Year's Day;

b) Australia Day;

c) Good Friday;

d) Easter Saturday;

e) Easter Sunday;

f) Easter Monday;

g) Queen's Birthday;

h) Labour Day;

i) Anzac Day;

j) Christmas Day;

k) Melbourne Cup Day;

l) Boxing Day;

m) Grand Final Eve (Friday before the AFL Grand Final).

10.2.2. If any of these holidays in clause 10.2.1 above are declared not to be holidays in Victoria, they will no longer be Public Holidays under this clause.

10.2.3. Any other day which is declared by, or under a law of Victoria to be observed generally within Victoria or a region of Victoria, as a Public Holiday will also be a Public Holiday for the purposes of clause 10.2.1.

10.2.4. If a day or part day is substituted for a day or part day that would otherwise be a Public Holiday because of clauses 10.2.1 and 10.2.3, then the substituted day or part day is the Public Holiday for the purposes of this clause.

10.2.5. The rate of pay for Public Holidays not worked will be the ordinary time rate for ordinary hours.

10.3. Personal and/or Carer's Leave

10.3.1. Employees (other than casual Employees) shall be entitled to paid Personal and/or Carer's Leave when they are absent from work due to:

a) a personal illness or injury; or

b) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household due to an illness or injury affecting the member, or an unexpected emergency affecting the member.

10.3.2. Employees (other than casual Employees) will accrue 10 days of Personal and/or Carer's Leave per year.

10.3.3. Personal and/or Carer's Leave will be granted by CYP subject to:

a) the Employee notifying CYP as soon as practicable of the Personal and/or Carer's Leave and;

b) providing to CYP's satisfaction evidence that the Personal and/or Carer's Leave is/was justified. Such evidence may be a doctor's certificate, or a statutory declaration where CYP accepts it is appropriate.

10.3.4. Upon commencement of employment Employees will automatically be credited with five (5) days' Personal and/or Carer's leave. After six (6) months of employment, the leave will begin to accrue progressively up until it reaches 10 days at the conclusion of 12 months' employment.

10.3.5. An Employee's entitlement to Personal and/or Carer's Leave accumulates from year to year.

10.3.6. If an Employee's employment is terminated and they are re-engaged by CYP within a period of 6 months, the Employee's unclaimed sick leave from the previous engagement will continue from the date of re-engagement, unless these days have been notified to the Construction Industry Portable Sick Leave Scheme, in which case they will be available from that Scheme.

10.3.7. Personal and/or Carer's Leave shall be paid at the ordinary rate of pay applicable under the Tunnelling Work Agreement at the time that an Employee takes such leave.

10.3.8. Where an Employee is on annual leave and a situation arises whereby the Employee may access their Personal and/or Carer's Leave, the Employee will be taken not to be on annual leave for that period.

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

10.4. Compassionate Leave

10.4.1. This clause is intended to summarise the NES entitlement. It is not intended to replace or over-ride the NES.

10.4.2. Employees (other than casual Employees) are entitled to two (2) days' paid leave at the ordinary rate, for each occasion if a member of their immediate family or household either dies or has a personal illness or injury that poses a serious threat to their life. Further unpaid leave may be granted by CYP. The Employee will provide CYP with substantiating documentation if requested.

10.4.3. Unpaid compassionate leave will be in accordance with the NES.

10.5. Community Service Leave (other than Jury Service)

10.5.1. Employees are entitled to Community Service Leave in accordance with the NES.

10.6. Jury Service

10.6.1. Subject to this clause, Employees are entitled to leave and payment for jury service in accordance with the NES.

10.6.2. An Employee (other than a casual Employee) called for jury service during ordinary working hours will be reimbursed by CYP an amount equal to the difference between the amount paid by the Court and the amount of ordinary rate earnings he/she would have received for the ordinary time hours for which the Employee's attendance at the Court was required up to a maximum of 10 days' pay.

10.6.3. The Employee will provide CYP with proof of attendance, duration of attendance and amount received in respect thereof.

10.7. Parental Leave

10.7.1. Parental Leave shall be in accordance with the NES including that after 12 months of continuous employment, an eligible Employee may take up to 12 months of unpaid leave for the purpose of being the primary carer of a newborn or newly adopted child.

10.7.2. In addition, if the Employee is entitled to paid parental leave under the Paid Parental Leave Act 2010 (Cth) ("PPL Act") as the primary carer of the child:

a) CYP will provide 10 weeks' paid parental leave for part of the 12 months of unpaid leave as outlined in clause 10.7.1 above; and

b) the payment will be the equivalent to the difference between the Employee's entitlement to paid parental leave for a 10-week period under the PPL Act (based on the minimum wage) paid at the Employee's minimum wage rate prescribed by this agreement, applicable to their classification.

10.7.3. In accordance with section 22 of the Fair Work Act 2009 (Cth), unpaid leave does not count as Continuous Service, however, it does not break service.

10.8. Family Violence Leave

10.8.1. 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; or

ii) is emotionally or psychologically abusive; or

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

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

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

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

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

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

10.8.3. For the purposes of clauses 10.8.2.b) and 10.8.2.e) a relationship may be an intimate personal relationship whether or not it is sexual in nature.

10.8.4. **Confidentiality**

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

10.8.5. **Leave**

a) An Employee (other than a casual Employee) experiencing family violence will have access to 10 days per year of accrued Personal and/or Carer's Leave to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

b) Upon exhaustion of the above leave entitlements, Employees may request unpaid leave for periods of up to five (5) days for the purposes outlined in clause a) above.

c) CYP shall not unreasonably refuse a request made under this clause.

d) Family Violence Leave may be taken as consecutive or single days or as a fraction of a day.

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

f) In addition, CYP 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.

g) For the avoidance of doubt, Family Violence Leave does not accumulate from year to year and is not paid out on termination of employment.

10.9. Picnic Day

10.9.1. The parties agree that Building Industry Picnic Day will continue to apply during the life of the Tunnelling Work Agreement in accordance with the following:

a) All Employees shall, as far as practicable, be given and shall take this day as picnic day without deduction of pay.

b) Any Employee required to work on this day shall be paid at the rate of double time and a half; provided that an Employee who attends for work as required on this day shall be paid for not less than four (4) hours' work.

c) CYP may require from an Employee evidence of their attendance at the picnic and the production of the butt of a ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by CYP payment need not be made unless the evidence is produced.

10.10. Long Service Leave

10.10.1. Long Service Leave shall be in accordance with and provided by CoINVEST as described at clause 6.3 of the Tunnelling Work Agreement.

Clause 11. Employee Representation

11.1. Representation

11.1.1. Clause 11 of the Tunnelling Work Agreement outlines the rights for Employee Representatives and Union Delegates when assisting Employees.

11.1.2. For clarity, each Employee has the right to determine whether they wish to be represented or not. CYP will acknowledge that such representatives (or individual Employees) are entitled to the protections of Division 4 of Part 3-1 of the Fair Work Act in relation to their involvement in lawful industrial activities.

11.1.3. The parties recognise the role the Employees' on-site representative has in seeking to ensure industrial harmony on the site or at the workplace. Further the parties recognise, subject to clause 11.1.2, the on-site representative is a first point of contact for an Employee who has an employment related grievance or a grievance, query or concern arising under the terms of the Agreement.

11.1.4. A Union Delegate/Employee Representative shall, upon notification to CYP, be recognised as an

accredited representative of the Employees and, if an Employee seeks representation by the representative, that representative will be allowed all necessary time during working hours to submit to CYP employment related matters affecting the Employees he/she represents. At all other times the Union Delegate/Employee Representative will perform productive work within his/her range of qualifications and competence. Further, the Union Delegate/Employee Representative shall be allowed reasonable time during working hours to attend to such matters affecting the Employees including the right to attend appropriate meetings, FWC hearings and the like.

11.1.5. The parties recognise that Union Delegates may be involved in assisting Employees where requested pursuant to the dispute settlement procedure of the Tunnelling Work Agreement.

11.2. Union Delegate Rights

11.2.1. Where an Employee has been elected as a Union delegate, CYP will acknowledge the following rights:

a) the right to be treated fairly and to perform their role without any discrimination in their employment;

b) For the Union Delegate to represent an Employee when 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 on a notice board 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; and

f) the right to represent the interests of members in their workplace to CYP, their Union and industrial tribunals/courts.

11.3. Employee Representative Rights

11.3.1. Where an Employee has been elected as an Employee Representative, CYP will acknowledge the following rights:

a) the right to be treated fairly and to perform their role without any discrimination in their employment;

b) For the Employee Representative to represent an Employee where requested in relation to a grievance, dispute or a discussion;

c) 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;

d) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace; and

e) the right to represent the interests of Employees who request their assistance in their workplace to CYP and industrial tribunals/courts.

11.4. Union Delegate/Employee Representative Facilities

11.4.1. Union Delegate/Employee Representative Facilities

A Union Delegate/Employee Representative will be provided with access to a telephone a computer and a private lockable area to assist in performing his/her functions in a professional and timely manner.

11.5. Industrial Relations Training Leave

11.5.1. Union delegate/Employee representative shall have access to industrial relations training in accordance with Part A of Appendix C hereof.

11.6. Tool Box Meetings

11.6.1. Tool Box Meetings are regarded as an important part of site-based communications. CYP will develop a program of consultation with its site-based Employees around safety, productivity, constructability and methodology.

11.7. Right of Entry

11.7.1. Recognition of rights

a) The parties acknowledge the regulation of union entry to workplaces under the Fair Work Act 2009 (Cth) and the applicable health and safety legislation, and recognise their obligation to comply with the requirements of these laws when rights are being exercised under that legislation. The parties agree that nothing in this clause can deprive any party of their rights or remedies under the Fair Work Act 2009 (Cth) and the applicable health and safety legislation.

b) Subject to the Building Code 2016, as applicable, and clause 11.7.1.a) the parties recognise that Union officials can enter a site at the express invitation of CYP for other purposes and that any such invitation may be withdrawn at any time at the discretion of CYP.

c) CYP will not refuse or unduly delay entry onto a site by Union officials who are entitled to enter the site in accordance with the Fair Work Act 2009 (Cth) and the applicable health and safety legislation.

11.7.2. Notice of entry

a) When seeking to exercise right of entry pursuant to s.481 of the Fair Work Act 2009 (Cth), each Union official must provide a duly completed entry notice outlining the nature of the breach (including particulars as required by the Fair Work Act 2009 (Cth)). This notice must be provided in accordance with the Fair Work Act 2009 (Cth).

b) When seeking to exercise statutory rights of entry for the purposes of discussions with Employees under s.484 of the Fair Work Act 2009 (Cth), each Union official must provide a duly completed entry notice in accordance with the requirements of the relevant legislation including providing 24 hours' written notice before the entry.

c) When seeking to exercise entry for workplace health and safety purposes under s.494 of the Fair Work Act 2009 (Cth), and the relevant provisions of the applicable health and safety legislation, the parties will comply with relevant statutory requirements, including those relating to entry notices.

11.7.3. Permits

a) Each Union official exercising statutory entry rights in relation to CYP must provide the following to CYP upon request on each occasion they visit site:

i) their Federal right of entry permit; and

ii) if they are exercising a right under the the applicable health and safety legislation, their permit under the the applicable health and safety legislation in addition to their Federal right of entry permit,

and carry those permits with them at all times whilst on site.

11.7.4. Procedures when entering site

a) Each Union official must, prior to entering and while on any site owned, operated or occupied by CYP:

i) be wearing all suitable personal protection equipment required for that site;

ii) identify themselves, including their full names, on request by CYP, provided that such

requests are not repeated unreasonably;

iii) sign their names in the visitor's book, or any other sign in book at a designated location on site ("Sign In Book");

iv) have undertaken or agree to undertake the applicable site visitor induction, so as to ensure that they are aware of specific safety requirements at that site at the time of the visit, as required by site management; and

v) comply with all reasonable occupational health and safety requirements that apply to the site.

b) When leaving any site owned, operated or occupied by CYP, Union officials will sign out of the Sign In Book.

c) Upon a request made by the Union for a visitor induction for a specific site, CYP will provide the relevant visitor induction within a reasonable period.

11.7.5. The parties recognise the importance and powers of Health and Safety Representatives who are elected under the applicable health and safety legislation, in playing a valuable role in preventing and identifying unsafe conditions and practices, and helping prioritise the rectification of unsafe areas, in respect of the work group they represent.

Clause 12. Health and Safety

12.1. Safety Objectives

12.1.1. The parties recognise the potentially hazardous nature of the construction industry. To this end, the parties to the Agreement are committed to continuous improvement in work health and safety standards through the implementation of an organisational framework which involves all parties in protecting Employees' health and safety in accordance with clause 12.1.3.

12.1.2. In meeting these objectives, the parties have agreed to consider a broad agenda through the consultative processes established by the Tunnelling Work Agreement. Such an agenda will include:

a) measures designed to include the safe operation of plant and equipment;

b) training issues including specific hazards, health and safety systems, and site induction;

c) management of work health and safety through a comprehensive approach which aims to control hazards at their source, reduce the incidence and costs of occupational injuries and illnesses; and

d) risk of fatigue.

12.1.3. CYP will acknowledge its obligations to comply with all applicable work health and safety legislation regulating CYP (including the applicable health and safety act, workers compensation legislation, regulations, codes of practice and relevant and appropriate Australian Standards) and will submit to the jurisdiction of the regulator and Courts exercising such competent jurisdiction under that applicable safety regime in respect of its compliance with those obligations.

12.2. Inductions

12.2.1. Prior to first attending the site, all Employees shall have successfully completed the Basic Site Induction ("Construction Induction Card") course conducted by a Registered Training Organisation ("RTO"). Employees shall provide proof evidencing same if requested.

12.2.2. All new Employees who have not obtained a Construction Induction Card will be required to undertake an attendance based course within 28 days where reasonably practicable.

12.2.3. In addition, all new Employees of CYP will be properly informed by management of:

a) the rights and obligations of the Tunnelling Work Agreement including its disputes/grievance resolution procedures;

b) the appropriate issue of work clothing and safety equipment as per the Tunnelling Work Agreement; and

c) CYP's safety requirements including relevant legislation.

12.2.4. Furthermore, all new entrants to the Project will receive an induction to the particulars and peculiarities of that site. In order to achieve this, it is recommended that, all persons performing or supervising work who are new to the site shall be given an explanation of the following by site management:

a) site safety including relevant legislation; and

b) site-specific matters such as security procedures etc.

12.2.5. The induction presentation and material shall have regard to the language skills of the Employee.

12.3. Health and Safety Representatives

12.3.1. When requested, Health and Safety Representatives and deputies will be elected in accordance with the applicable health and safety legislation, for a determined and agreed work group of which the Employee is a member.

12.3.2. The Health and Safety Representative/s shall be elected by the Employees on the job on a democratic basis and shall be subject to recall by a similar process.

12.3.3. Parties covered by the Tunnelling Work Agreement recognise the important role of Health and Safety Representatives. The Health and Safety Representatives have a key role in the early intervention in health and safety issues under the Tunnelling Work Agreement.

12.3.4. The Health and Safety Representative/s 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.

12.3.5. The parties acknowledge that the Health and Safety Representative have rights under the applicable health and safety legislation.

12.4. Health and Safety Representative Meetings

12.4.1. A Health and Safety Representative will be allowed reasonable paid time during working hours to attend to on the job, work health and safety matters affecting Employees he/she represents providing that the Representative informs their manager and agreement is reached. At all other times the Representative will perform productive work within his/her range of qualifications and competencies.

12.5. Procedure for Dealing with Safety Issues or Incidents

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

12.5.2. Nothing in the Tunnelling Work Agreement shall take precedence over the applicable health and safety legislation.

12.5.3. **Procedure for reporting issues**

a) If an Employee wishes to raise a health and safety issue in a workplace, that Employee must report it to the Health and Safety Representative or to a CYP Safety Supervisor or another management representative.

b) An Employee may take all steps that are necessary, including leaving the Employee's part of the workplace, to report an issue.

c) If CYP identifies a health and safety issue it may report it to the Health and Safety Representative.

12.5.4. **Procedure for resolving issues**

As soon as possible after an issue has been reported, the CYP Safety Supervisor or another management representative and the Health and Safety Representative or the Employees affected by the issue must meet and try to resolve the issue.

The resolution of the relevant issue must consider any of the following factors that may be relevant:

a) whether the hazard or risk can be isolated;

b) the number and location of Employees affected by it;

c) whether appropriate temporary measures are possible or desirable;

d) whether environmental monitoring is desirable;

e) the time that may elapse before the hazard or risk is permanently corrected; and

f) who is responsible for performing and overseeing the removal of the hazard or risk.

12.5.5. If any party involved in the resolution of the issue requests, the details of the issue and all matters relating to its resolution must be set out in writing by CYP to the satisfaction of all parties.

12.5.6. As soon possible after the resolution of an issue, details of the agreement must be brought to the attention of affected Employees in an appropriate manner.

12.5.7. **Direction to cease work**

If:

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

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

c) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 12.5.4,

CYP 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. Such a direction can only be issued under and in accordance with the applicable health and safety legislation.

12.5.8. During any period for which work has ceased in accordance with such a direction, CYP may assign any Employees whose work is affected to suitable alternative work.

12.5.9. **Rectification of Safety Hazard**

12.5.10. Where, because of the existence of a safety hazard, a site has been stopped for a defined period of time and Employees sent off site by agreement between Site Managers and any combination of, Health and Safety Committee, those people who remain on site to do rectification work will be paid at the rate of double time for all such work.

12.5.11. This would not be applicable on normal dewatering (see clause 8.6 hereof) or normal housekeeping work or where a section of the site has been declared unsafe and normal rectification occurs whilst the remainder of the site carries on working. It is agreed that any ‘housekeeping’ work performed on the Project is to be paid at single time rate.

12.5.12. **Sabotage**

Sabotage is of concern to all parties involved on any work site and may affect safety, and therefore both the physical and mental wellbeing of all persons on site.

The parties to the Tunnelling Work Agreement will not tolerate sabotage and will ensure that any person/s responsible for such action is immediately dismissed.

It is accepted that the relevant authorities may have to be notified, and provisions of the applicable health and safety legislation implemented.

12.6. CYP Safety Supervisor

12.6.1. On every job site, where CYP is the principal contractor it shall appoint a management representative responsible for safety (“CYP Safety Supervisor”). The CYP Safety Supervisor shall be given the necessary authority to ensure that all applicable safety laws, procedures or codes of practice are observed, and that terms of clause 12 are applied.

12.6.2. The person appointed as the CYP Safety Supervisor shall be experienced in the work being performed. Other duties may be assigned by CYP to a CYP Safety Supervisor, provided that such duties shall not prevent him/her from exercising his/her duties as a CYP Safety Supervisor.

12.7. Health and Safety Committee

12.7.1. CYP will establish a Health and Safety Committee on the Project as appropriate in accordance with the applicable health and safety legislation and corresponding regulations.

12.7.2. A Health and Safety Committee will be established under applicable health and safety legislation if requested.

12.8. Training for Health and Safety Representatives

12.8.1. All duly elected Health and Safety Representatives shall be allowed to attend training and information sessions subject to the same requirements as those contained in Part B of Appendix C hereof so that Health and Safety Representatives are kept abreast and fully informed in the provision and maintenance of the highest possible Health and Safety Representative standards.

12.9. Interaction of OHS and WHS Act

12.9.1. The parties recognise that the Occupational Health and Safety Act 2004 (Vic) ("OHS Act") and the Work Health and Safety Act 2011 ("WHS Act") will apply on this Project.

12.9.2. It is a fundamental objective of this Project that any interaction between the OHS and WHS Acts do not impede the Safety Objectives as per clause 12.1.

12.9.3. The following Procedure will apply if a party can demonstrate that the interaction of the OHS and WHS Act is impeding the Safety Objectives.

a) A party to the Agreement must demonstrate evidence that the OHS and WHS Act is impeding the Safety Objectives.

b) This evidence must be presented to the Health and Safety Representative and CYP Safety Supervisor in the first instance.

c) The Health and Safety Representatives and CYP's Safety Representative agree to convene the Health and Safety Committee as per clause 12.7 to discuss the issue and the Health and Safety Committee may seek assistance from any qualified person/s, to participate in these discussions.

d) To avoid doubt, once the Health and Safety Committee is convened, normal procedures and obligations in accordance with the applicable safety legislation will then apply and be followed by the parties in accordance with clause 12.1.3.

12.10. Personal Protective Equipment

12.10.1. While not being part of any issue of work clothing/equipment supplied (see clause 7.3), CYP shall be required to provide the following personal protective equipment (SAA approved) for use, when necessary, by Employees during the performance of their required duties:

a) ear/hearing protection;

b) gloves; and

c) skin protective cream/sun screen (30+/50+ rating).

12.10.2. In addition, one pair of UV-rated safety glasses or UV-rated clip-ons suitable to overlay prescription spectacles, shall be made available for Employees who are required to work on reflective surfaces such as:

a) metal decking;

b) large concrete slabs exposed to sunlight;

c) roofing; and

d) curtain walling.

12.11. Additional Safety provisions (Heavy Materials)

12.11.1. **Heavy Materials**

An Employee shall not be required to lift a building materials in excess of 20 kg in weight unless such Employee is provided with a mechanical aid or with an assisting Employee; provided that an Employee shall not be required to manually lift any building materials in excess of 20 kg weight to a height of more than 4 feet (1.2m) above the working platform.

Clause 13. Other Matters

13.1. Posting of Agreement

13.1.1. To ensure that the parties are aware of the terms of the Agreement, and to assist in any resolution of a disputes or the avoidance thereof a copy of the Tunnelling Work Agreement shall be retained by CYP at all times for ready access by any Employee on a Project site or via access to CYP's intranet, and CYP will provide a permanent copy for each Union Delegate or Employee Representative and Health and Safety Representative on a Project site.

13.1.2. CYP will provide Employee/s with a copy of the Agreement.

13.2. Site Record Keeping

13.2.1. CYP will maintain a current record of all Employees and sub-contractors on site.

13.3. Lift Operations

13.3.1. The parties agree that hoist driver/s (e.g. Alimak operator) will not be required when the passenger lift/s (Alimak) are transporting personnel (and not construction materials) during Tunnelling Operations, from the top of the shaft to the bottom of the shaft.

13.4. Drugs and Alcohol

13.4.1. CYP is committed to Alcohol and Other Drug (AOD) testing throughout the life of the Project, in accordance with Appendix E.

Clause 14. Signatories

I am authorised by Lendlease Engineering Pty Ltd to sign the Tunnelling Work Agreement on its behalf	Name	MICHAEL KACZNAWSKI
	Address	80 Collins St. Melbourne
	Title	PROJECT DIRECTOR
Signed [redacted]	Date	9/11/2018

I am authorised by Bouygues Construction Pty Ltd to sign the Tunnelling Work Agreement on its behalf	Name	SEVED ROBIN
	Address	77 PACIFIC HWY. N.SYNEY
	Title	CEO
Signed [redacted]	Date	9/11/2018

I am authorised by John Holland Pty Ltd to sign the Tunnelling Work Agreement on its behalf	Name	Leon Izmisitian
	Address	Lvl 3, 65 Pirrama Rd, Pyrmont, NSW
	Title	GM People Operations
Signed [redacted]	Date	9/11/2018

I am authorised by the AWU to sign the Tunnelling Work Agreement on its behalf	Name	BEN DAVIS
	Address	Victorian Branch Secretary The Australian Workers' Union 685 Spencer St, West Melbourne VIC 3003
	Title	
Signed [redacted]	Date	8/11/18

APPENDICES

Appendix A – Classification Structure

TW 1	
Includes Employees engaged to perform general labouring duties and/or chainman and/or concrete gang and/or storeperson and/or hoist driver.	

TW 2	Tunneller Class 2
An Employee engaged underground in the work of assisting Tunneller Class 1, car spotter, brakeman, operators of dump trucks, and members of a bullgang, or an Employee carrying out general excavation operations. A Tunneller Class 2 is able to operate limited pieces of equipment. A minimum period of three (3) months is required to be spent in this role prior to be eligible to progress to Tunneller Class 1. Reclassification to a Tunneller Class 1 is subject to the Employee passing a competency assessment. Includes Employees engaged to perform concrete finishing and/or steel fixing and/or scaffolding and/or dogman and/or nipper and/or dumper driver and/or gantry crane operator.	

TW 3	Tunneller Class 1
An Employee engaged to carry out work in the excavation, lining and support works of the tunnel and cavern. The Tunneller Class 1 works with specialised equipment adapted to the excavation, movement of cable, attachment/plug-in, and movement of services (pipes etc.) support and final lining of the tunnel. This includes but is not limited to: • The operation of hydraulic and/or electrical equipment and replacement of ground engaging tools for roadheader, lifting and placement devices, segment cranes, driving locomotives and other plant mucking equipment, concrete pumping equipment and grouting equipment. • Use of excavator, forklifts, bobcat, concrete agitator, Hiab, Manitou, hoists, small dumpers/loaders, grout pumps and mixers, loaders, trucks, drilling machines, shotcreting and rockbolting equipment, scissor truck. • A Tunneller Class 1 is able to operate a range of equipment (excluding roadheaders, mechanical miners and mobile cranes) to the satisfaction of CYP. Includes Employees engaged to perform Locomotive Driving and/or Service Vehicle Operator.	

TW 4	
Includes Employees engaged to perform shotcreting and/or rock bolting and/or shot firing and/or ringbuilding and/or jumbo operator.	

TW 5	Operator – Road Header or Tunnel Boring Machine
An Employee engaged specifically to operate a Road Header or Tunnel Boring Machine.	

TW 6	Mechanical or Electrical Tradesperson
A Mechanical or Electrical Tradesperson is a Tunnel Worker 6 and is engaged to specifically perform work associated with tunnel or shaft excavation, and/or the installation of temporary or permanent tunnel supports and lining, and/or tunnel excavation ancillary services (for example, electricians, plumbers, fitters and other mechanical and electrical trades, who are engaged in relation to tunnel or shaft excavation and support works), on the Project. For clarification, a TW6 Mechanical or Electrical Tradesperson is not engaged to carry out work on the permanent mechanical and electrical fit out of the tunnel.	

TW 7	Shift Boss

An Employee who is works closely with the Tunnel Foreman to ensure work is planned and delivered on time and within budget. This includes but is not limited to:

- Assisting the Tunnel Foreman to manage and leading workforce crews.
- Performing a range of multiple tasks within the tunnel as required.
- Ensuring materials, plant and equipment are managed productively and within budget.

Appendix B – Ordinary Rates of Pay

	On Commencement of Agreement	First full pay period on or after 01 Mar 2019	First full pay period on or after 01 Mar 2020	First full pay period on or 01 Mar 2021	First full pay period on or after 01 Mar 2022	First full pay period on or after 01 Mar 2023
	Rate per hour	Rate per hour	Rate per hour	Rate per hour	Rate per hour	Rate per hour
TW 1	$41.46	$43.53	$45.71	$48.00	$49.91	$51.91
TW 2	$46.29	$48.60	$51.03	$53.59	$55.73	$57.96
TW 3	$46.91	$49.26	$51.72	$54.30	$56.48	$58.74
TW 4	$47.31	$49.68	$52.16	$54.77	$56.96	$59.24
TW 5	$49.49	$51.96	$54.56	$57.29	$59.58	$61.97
TW 6	$50.79	$53.33	$56.00	$58.80	$61.15	$63.59
TW 7	$51.26	$53.82	$56.51	$59.34	$61.71	$64.18

APPRENTICES

Apprentice rates will be calculated in accordance with Appendix F.

Appendix C – Training leave for workplace representatives

Part A – Industrial Relations Training Leave

The parties acknowledge that for workplace representatives to effectively undertake their duties they should have the appropriate level of training. CYP recognises that a workplace representative who is well trained in matters including the rights and obligations under the various industrial instruments that operate at the workplace and the rights and responsibilities under the relevant legislation will assist in minimising industrial disputes and further the objective of having a harmonious workplace. To that end the following leave provisions apply:

a) Subject to all qualifications in this clause, an Employee appointed or elected as an accredited Union Delegate/Employee Representative shall, upon application in writing to CYP, be granted up to five (5) days' leave with pay each calendar year non-cumulative to attend courses approved by CYP.
   i. Such courses shall be designed and structured with the objective of promoting good industrial relations within CYP.
   ii. Consultation may take place between the parties in the furtherance of this objective.

b) For the purposes of this clause an *"accredited Union Delegate/Employee Representative"* shall mean an Employee recognised by CYP in accordance with clause 11.3 of the Tunnelling Work Agreement.

c) The following scale shall apply:

No. of Employees covered by the Tunnelling Work Agreement	Maximum No. of Workplace Representatives eligible to attend per year	Maximum No. of days permitted per year
Up to 15	1	5
16 – 30	2	10
31 – 50	3	15
51 – 100	4	20
101 and over	5	25

d) The application for leave shall be given to CYP at least six (6) weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:
   i. the name of the Employee seeking the leave;
   ii. the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
   iii. the title, general description and structure of the course to be attended and the location of where the course is to be conducted.

e) CYP shall advise the Employee within seven (7) clear working days (such working days being deemed to be Monday to Friday for the purposes of this clause) of receiving the application as to whether or not the application for leave has been approved.

f) The time of taking leave shall be arranged so as to minimise any adverse effect on CYP's operations. The onus shall rest with CYP to demonstrate an inability to grant leave when an eligible Employee is otherwise entitled.

g) CYP shall not be liable for any additional expenses with an Employee's attendance at a course other than the payment of the relevant Agreement classification rate and shift work loadings where relevant plus Site Allowance where applicable.

h) 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 an Employee's RDO or with any concessional leave.

i) An Employee on request by CYP shall provide proof of their attendance at any course within seven (7) days. If an Employee fails to provide such proof, CYP may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the Employee.
j) Where an Employee 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 clause 10.3 of the Agreement.
k) Leave of absence granted pursuant to this clause shall count as service for all purposes of the Tunnelling Work Agreement.
l) Any dispute as to any aspect of this clause shall be resolved in accordance with the dispute settlement provisions of the Tunnelling Work Agreement.

Part B – Health and Safety Training Leave

The parties acknowledge that for Health and Safety Representatives to effectively undertake their duties they should have the appropriate level of training. CYP recognises that a Health and Safety Representative who is well trained in matters including their rights, obligations and responsibilities under applicable health and safety legislation will assist in promoting a safe working environment at the workplace, to that end the following leave provisions apply.

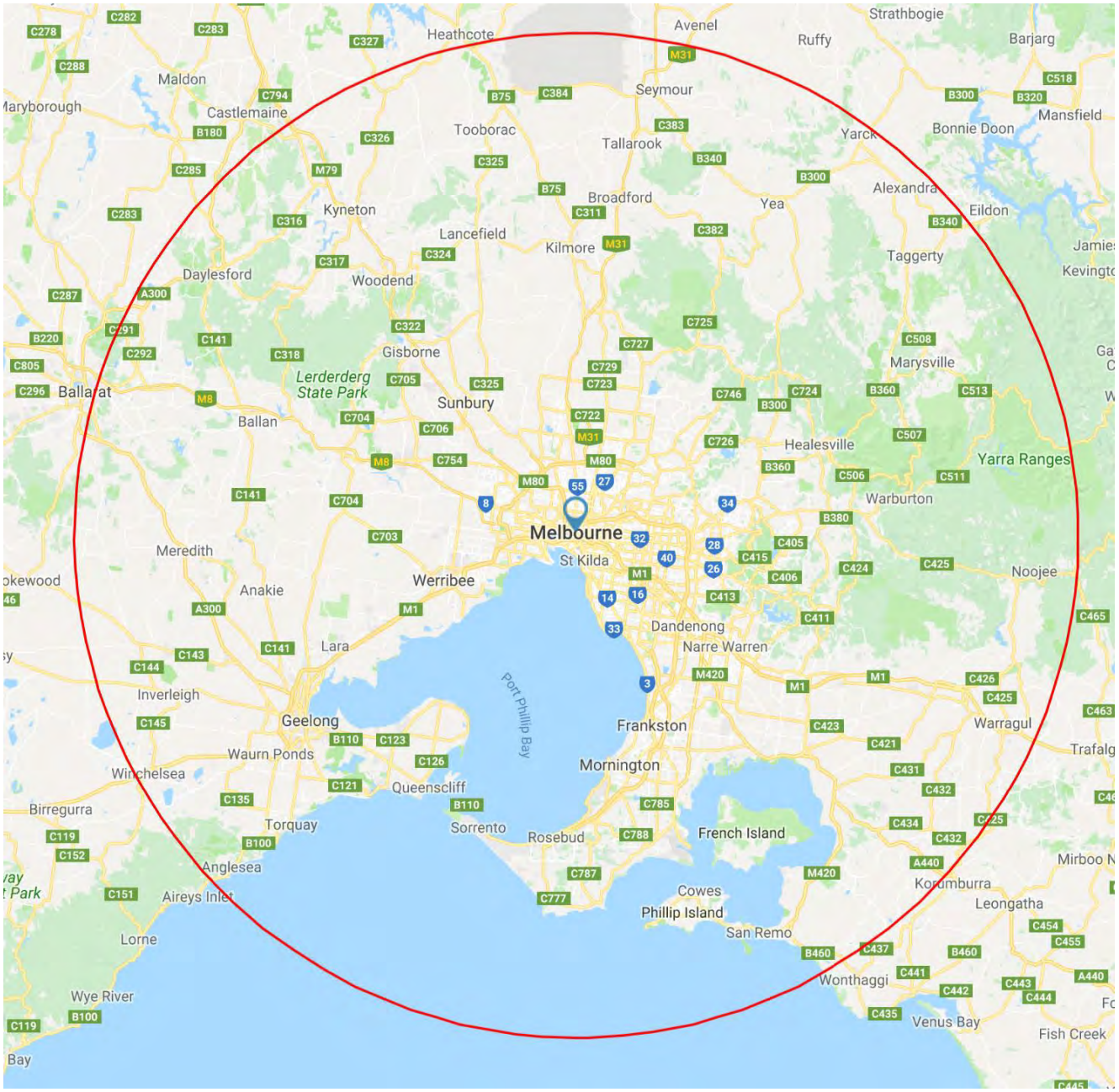
a) Subject to all qualifications in this clause, an Employee appointed or elected as an elected Health and Safety Representative shall, upon application in writing to CYP, be granted up to five (5) days' leave with pay each calendar year non-cumulative to attend courses approved by CYP.
    i. Such courses shall be designed and structured with the objective of promoting good safety practices.
    ii. Consultation may take place between the parties in the furtherance of this objective.
b) For the purposes of this clause a *"Health and Safety Representative"* shall mean a member of a designated work group elected to represent the designated work group on matter relating to work health and safety who is an Employee recognised by CYP in accordance with clause 12.3 of the Tunnelling Work Agreement.
c) The application for leave shall be given to CYP at least six (6) weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:
    i. the name of the Health and Safety Representative seeking the leave;
    ii. the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
    iii. the title, general description and structure of the course to be attended and the location of where the course is to be conducted.
d) CYP shall advise the Employee within seven (7) clear working days (such working days being deemed to be Monday to Friday for the purposes of this clause) of receiving the application as to whether or not the application for leave has been approved.
e) The time of taking leave shall be arranged so as to minimise any adverse effect on CYP's operations. The onus shall rest with CYP to demonstrate an inability to grant leave when an eligible Employee is otherwise entitled.
f) CYP shall not be liable for any additional expenses with an Employee's attendance at a course other than the payment of the relevant Agreement classification rate and, shift work loadings where relevant plus Site Allowance where applicable.
g) 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 an Employee's RDO or with any concessional leave.
h) An Employee on request by CYP shall provide proof of their attendance at any course within seven (7) days. If an Employee fails to provide such proof, CYP may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the Employee.
i) Where an Employee 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 clause 10.3 of the Agreement.

j) Leave of absence granted pursuant to this clause shall count as service for all purposes of the Tunnelling Work Agreement.
k) Any dispute as to any aspect of this clause shall be resolved in accordance with the dispute settlement provisions of the Tunnelling Work Agreement.

Appendix D – Living Away From Home Allowance

100km radius of GPO Melbourne, VIC, 3000

The parties agree that the towns of Ballarat and Castlemaine are considered to be inside the radius.



Appendix E – Alcohol and Other Drugs (AOD)

1. **Introduction**
The following procedure outlines the steps CYP will undertake when engaging in Alcohol and Other Drug Testing Program which supports the CYP Alcohol and Other Drugs Policy.

2. **Scope**
This procedure applies to:

- Employees of CYP;
- All contractors working on a CYP controlled site; and
- All visitors attending a CYP controlled site.

3. **Training**
CYP commits to creating an education program aimed at raising awareness about the effects of alcohol and other drugs, and the hazards associated with working under the influence of alcohol and other drugs.

All Employees will be inducted into this procedure.

CYP will ensure on-going awareness training about the requirements of the Alcohol and Other Drugs Program is delivered to all personnel. This may Include toolbox meetings and may include other specific information sessions in relation to alcohol and other drugs.

4. **Self-Testing**

4.1 **Alcohol** — CYP will provide self-test facilities for alcohol, to allow workers to gather a reading and assess their own suitability and fitness prior to commencing work. If a person obtains a Blood Alcohol Concentration ("BAC") reading above zero (0.00) from a self-test prior to commencing work, they will immediately declare themselves unfit for work and notify their supervisor accordingly. An agreed leave of absence arrangement or loss of pay is to apply.

4.2 **Non-prescription Drugs** — Self testing kits for drugs will be available, at the Employee's cost, to allow workers to gather a reading and assess their own suitability and fitness prior to commencing work. If a person obtains a non-negative reading from a self-test prior to commencing work, they will immediately declare themselves unfit for work and notify their Supervisor accordingly. An agreed leave of absence arrangement or loss of pay is to apply.

5. **Alcohol and Other Drugs Random Testing**

5.1 Random Screening for Drugs
Testing will be undertaken by CYP randomly selecting supervisors and screening the supervisors' entire crews on a day of the week decided by CYP. The testing will be conducted by a National Association of Testing Authorities Australia approved third party.

Drug testing at first instance will be by oral fluid sampling.

An individual who records a non-negative result will submit a confirmatory test by urinalysis sampling, the individual will not be permitted to start work and will be stood down with pay until the confirmatory results are returned (in normal circumstances this will be within 24 hours). Where the confirmatory test is returned non-negative, the individual's supervisor will be informed, and the individual will be suspended without entitlements pending application of the Disciplinary Procedure in clause 6 below.

5.2 Random Screening for Alcohol

Testing will be undertaken by CYP randomly selecting supervisors and screening the supervisors' entire crews at a frequency determined by CYP.

Alcohol testing will be by breath testing. Where a person records a BAC in excess of 0.00%, the person will be retested 30 minutes after the initial test. If the second test returns a negative result, then subject to a fatigue assessment the individual will be permitted to return to or commence work.

Where a re-test is undertaken, and the re-test result again exceeds 0.00% BAC, this will be recorded as a non-negative result. The individual will not be permitted to start work, and their supervisor will be informed, and the individual will be suspended without entitlements pending application of the Disciplinary Procedure.

6. Disciplinary Procedure

6.1 First Confirmed Non-Negative Test
The individual will be deemed unfit for work and will not be allowed to commence work. No payment will be made for time not worked. The individual will not be allowed back onto the construction site until they have completed the following:

- completed and participated in the investigation and counselling process (which may result in formal disciplinary action);
- been re-tested, obtaining a negative result;
- re-inducted into CYP's Alcohol and Other Drugs awareness program; and
- agreed to a 'follow-up testing' regime for a period of 12 months.

6.2 Second Confirmed Non-Negative Test
A second confirmed non-negative test within 12 months from the First Confirmed Non-Negative Test, will be deemed serious misconduct.
Upon investigation and receipt of the Second Confirmed Non-Negative test, the individual will be terminated from the Project.

7. Other Testing
CYP is committed to test personnel 'for cause' and 'post incident'.
CYP may conduct targeted testing during 'high risk activities'.

8. Refusal or Interference with Testing
Refusal to participate, any attempted or actual interference or an Employee leaving site upon learning of testing will be managed in accordance with the Disciplinary Procedure.

Appendix F – Apprentices

1. The parties commit to the ongoing responsibility to contribute to the training of apprentices for the building and construction industry.

2. Subject to the terms of the Tunnelling Work Agreement, the laws applicable to apprentices in Victoria will apply. In order to undertake trade training, a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the apprenticeship authority or State legislation.

3. No apprentices under the age of 18 years will be required to work overtime or shiftwork unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with the contract of apprenticeship agreement.

4. Where an apprentice is required to attend training on a rostered day off shall be afforded another ordinary working day off as a substitution for the rostered day off.

5. Apprentice Supervision
    a) All apprentices shall be supervised by an appropriately qualified tradesperson.
    b) The application of this clause shall not be used to displace existing Employees.

6. Adult Apprentices
    a) Apprentices who are 21 years of age and over at the time of entering into an apprenticeship with CYP will be paid at a minimum the CW1 Labourer rate under the Award.

7. Incolink Entitlement and Redundancy Procedure for Apprentices
    a) Apprentices will be registered with Incolink and should be recorded in accordance with the Trust Deed and receive the benefits as provided in the Trust Deed.

8. The parties recognise that in order to increase the efficiency and productivity of CYP, 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 CYP employs five (5) or more tradespersons in any one classification, it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed accredited group apprenticeship scheme.
    b) If CYP does not currently have an apprentice as provided for in clause a), reasonable time shall be allowed to enable CYP to comply with this clause. Further, the parties are committed to a strong ratio of apprentices in the industry.
    c) All apprentices must attend their official off-site apprenticeship training at a RTO that is acceptable to the apprentice and CYP. The preferred RTOs are the established TAFE college network, but private RTOs may be used if agreed to by the parties.
    d) CYP is committed to providing Employees with the opportunity to acquire additional skills within relevant career path structures through appropriate structured training based on nationally endorsed (i.e. Construction Training Australia endorsed} competency standards and curriculum.
    e) CYP will actively encourage Employees to seek formal recognition of their skills (i.e. recognition of prior learning).
    f) CYP will use agreed accredited training providers to provide training as contemplated by this clause to Employees.

9. The parties will consult on the development of training programs which are consistent with the following:

a) Training provided will be consistent with CYP's business requirements, relevant to the work of the Employees, consistent with the skills development of each Employee and with applicable national competency standards.

b) Training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours.

c) If an approved training activity is undertaken during ordinary working hours, the Employee/s concerned shall not suffer any loss of pay.

d) Approved training activities undertaken outside of ordinary hours will be paid at single time or may, with the consent of CYP, be taken as time off in lieu of payment. Provided that the scheduling of time off must be consistent with the needs of the business and be by agreement with CYP.

e) Training costs of courses approved by CYP will be met by CYP (e.g. White Card);

f) CYP will not be asked to meet the costs of training undertaken by Employees which was not approved by CYP.

g) Leave of absence granted pursuant to this clause shall count as service for all purposes of the Tunnelling Work Agreement.

10. Apprentice wage formula

11. Apprentices wages will be calculated as follows;

a) From the TW3 pay rate as prescribed in the Tunnelling Work Agreement, the following amounts will be deducted:

i) Industry Allowance as prescribed from time to time by clause 21.2 of the Award; and

ii) Tool Allowance as prescribed from time to time by clause 20.1 of the Award.

b) A percentage of the amount derived in accordance with clause 11.a) will be calculated at the proportions as prescribed in the Award (calculated to the nearest 10 cents, less than five (5) cents to be disregarded).

c) The Industry Allowance as prescribed from time to time by clause 21.2 of the Award and the Tool Allowance as prescribed from time to time by clause 20.1 of the Award will then be added to the amount derived in clause 11.b) to arrive at the appropriate apprentice wage figure.

12. Daily Fares and Travel Allowance for apprentices will be a proportion of the Daily Fares and Travel Allowance in clause 7.2 being as follows:

	Proportion	Upon Commencement	01 Mar 19	01 Mar 20	01 Mar 21	01 Mar 22
1st Year	75%	$ 33.75	$ 35.25	$ 36.75	$ 38.25	$ 39.75
2nd Year	85%	$ 38.25	$ 39.95	$ 41.65	$ 43.35	$ 45.05
3rd Year	90%	$ 40.50	$ 42.30	$ 44.10	$ 45.90	$ 47.70
4th Year	95%	$ 42.75	$ 44.65	$ 46.55	$ 48.45	$ 50.35

a) The cost of Citylink tolls or similar will be reimbursed for those Employees who are required by CYP to use their own vehicle during working hours, but not for travel to and from work.

13. Upon successful completion of each year of an apprenticeship and upon providing proof of that successful completion, CYP will reimburse the apprentice for the tuition fees paid for that year within two months of completion.

14. **Superannuation**
The level of contributions paid on behalf of each Apprentice shall be:

Level Percentage	1st Year 55%	2nd Year 70%	3rd Year 85%	4th Year 100%
Commencement	$118.25 per week	$150.5 per week	$182.75 per week	$215 per week
1 July 2019	$123.75 per week	$157.5 per week	$191.25 per week	$225 per week

Appendix G - Indicative 5/2/5/2 RDO Calendar

Tuesday	29 January	RDO
Tuesday	12 March	RDO
Tuesday	23 April	RDO
Wednesday	24 April	RDO
Friday	26 April	RDO
Monday	8 July	RDO
Tuesday	11 June	RDO
Monday	30 September	RDO
Monday	4 November	RDO
Wednesday	6 November	RDO
Monday	23 December	RDO
Tuesday	24 December	RDO
Friday	27 December	RDO

Appendix H – Indicative Roster of Ordinary Hours and RDO Calendar 7/3/7/4

JANUARY

	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
	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
Crew 1	D	D	D	D	D	D	D				N	N	N	N	N	N	N					D	D	D	D	D	D	D			
Crew 2				N	N	N	N	N	N	N					D	D	D	D	D	D	D				N	N	N	N	N	N	N
Crew 3	N	N	N				D	D	D	D	D	D	D					N	N	N	N	N	N	N				D	D	D	

FEBRUARY

	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
	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
Crew 1	N	N	N	N	N	N	N					D	D	D	D	D	D	D				N	N	N	N	N	N	N
Crew 2				D	D	D	D	D	D	D	D				N	N	N	N	N	N	N				D	D	D	
Crew 3	D	D	D	D				N	N	N	N	N	N	N					D	D	D	D	D	D	D			

MARCH

	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
	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Crew 1					D	D	D	D	D	D	D				N	N	N	N	N	N	N					D	D	D	D	D	D
Crew 2	D	D	D	D				N	N	N	N	N	N						D	D	D	D	D	D	D				N	N	N
Crew 3	N	N	N	N	N	N	N					D	D	D	D	D	D	D				N	N	N	N	N	N	N			

APRIL

	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
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
Crew 1	D				N	N	N	N	N	N	N					D	D	D	D	D	D	D				N	N	N	N	N
Crew 2	N	N	N	N				D	D	D	D	D	D	D					N	N	N	N	N	N	N					D	
Crew 3		D	D	D	D	D	D	D				N	N	N	N	N	N						D	D	D	D	D	D	D		

MAY

	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
	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
Crew 1	N	N					D	D	D	D	D	D	D				N	N	N	N	N	N	N					D	D	D	D
Crew 2	D	D	D	D	D	D				N	N	N	N	N	N	N					D	D	D	D	D	D	D				N
Crew 3			N	N	N	N	N	N	N					D	D	D	D	D	D	D				N	N	N	N	N	N	N	

JUNE

	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
	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Crew 1	D	D	D				N	N	N	N	N	N	N					D	D	D	D	D	D	D				N	N	N
Crew 2	N	N	N	N	N	N				D	D	D	D	D	D	D					N	N	N	N	N	N	N			
Crew 3				D	D	D	D	D	D	D				N	N	N	N	N	N	N					D	D	D	D	D	D

JULY

	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
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
Crew 1	N	N	N	N					D	D	D	D	D	D	D				N	N	N	N	N	N	N					D	D
Crew 2		D	D	D	D	D	D	D				N	N	N	N	N	N	N					D	D	D	D	D	D	D		
Crew 3	D				N	N	N	N	N	N	N					D	D	D	D	D	D	D				N	N	N	N	N	N

AUGUST

	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
	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Crew 1	D	D	D	D	D				N	N	N	N	N	N	N					D	D	D	D	D	D	D				N	N
Crew 2		N	N	N	N	N	N	N					D	D	D	D	D	D	D				N	N	N	N	N	N	N		
Crew 3	N				D	D	D	D	D	D	D				N	N	N	N	N	N	N					D	D	D	D	D	D

SEPTEMBER

	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
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
Crew 1	N	N	N	N	N				D	D	D	D	D	D	D				N	N	N	N	N	N	N					
Crew 2		D	D	D	D	D	D	D				N	N	N	N	N	N	N					D	D	D	D	D	D	D	
Crew 3	D	D			N	N	N	N	N	N	N					D	D	D	D	D	D	D				N	N	N	N	

OCTOBER

	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
	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
Crew 1	D	D	D	D	D	D	D				N	N	N	N	N	N	N					D	D	D	D	D	D	D			
Crew 2				N	N	N	N	N	N	N					D	D	D	D	D	D	D				N	N	N	N	N	N	N
Crew 3	N	N	N				D	D	D	D	D	D	D					N	N	N	N	N	N	N				D	D	D	

NOVEMBER

	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
	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Crew 1	N	N	N	N	N	N	N				D	D	D	D	D	D	D					N	N	N	N	N	N	N		
Crew 2				D	D	D	D	D	D	D				N	N	N	N	N	N	N					D	D	D	D	D	D
Crew 3	D	D	D	D				N	N	N	N	N	N	N					D	D	D	D	D	D	D				N	N	

DECEMBER

	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
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
Crew 1			D	D	D	D	D	D					N	N	N	N	N	N	N				D	D	D	D	D	D	D	D	
Crew 2	D	D				N	N	N	N	N	N	N					D	D	D	D	D	D	D				N	N	N	N	N
Crew 3		N	N	N	N				D	D	D	D	D	D	D					N	N	N	N	N	N	N					D

RDO
D Day Shift
N Night Shift
Off

Appendix I – Redundancy Contributions for Employees engaged as TW 6

(a) **Contributions to a Severance Fund**

(i) It is agreed that the Employer will make weekly Severance payments (payable on a monthly basis as determined by PROTECT) to the PROTECT Severance Fund for all TW 6 employees, covered in the Tunelling Work Agreement**.**

(ii) CYP severance contribution provided for in this clause will be set off against the redundancy entitlements that would otherwise apply under the NES (referred to in clause 6.4 of this Agreement), provided that where CYP has not made sufficient contributions into the employee's Severance fund to satisfy these obligations, CYP shall make up the difference and pay the said employee at the time of termination. This clause applies regardless of whether the employee is actually paid a benefit from the fund at the time of the redundancy or elects not to claim a severance payment at the time of redundancy.

(iii) Severance Payments are to be made for periods when Employees are on:

(A) pay;

(B) any form of paid leave;

(C) WorkCover payments;

(D) Co-invest Long Service Leave;

(E) Income protection insurance payments (unless severance payments are made by a 3rd party, eg. Insurer); or

(F) Unpaid leave due to injury/illness, compassionate grounds (of less than a month or unless otherwise agreed) or taken pursuant to this Agreement or the NES.

(iv) Payments are not required for periods when employees are on unpaid leave for personal recreation reasons or the like, unless otherwise agreed.

(v) For employees working in classification TW6, contributions will be at the following rates:

(A) $105.00 per week from date of operation of the agreement

(B) $110 per week from 1 October 2020

(vi) CYP shall contribute an additional amount of $80 per week per Employee, in respect of Employees' redundancy benefits / entitlements. This additional contribution will be reduced, by $2.00 per hour, for each hour not worked on-site including; Annual Leave, Personal/Carers Leave and Public Holidays.

(b) **Apprentices**

(i) Where the position of an apprentice is made redundant by the Employer during his/her apprenticeship the apprentice will be entitled to redundancy pay in accordance with the scale above.

(ii) Week's pay means the gross weekly ordinary all-purpose rate of pay, as defined, at the date of termination.

(iii) Provided that an employee shall be entitled to a pro rata payment for any period of continuous service which is less than a full year at any of the year levels referred to above.

(iv) No redundancy pay is payable where the Employer has obtained suitable alternative employment for the apprentice where the apprentice accepts that employment.

(v) No redundancy pay is payable where the Employer terminates the apprentice upon completion of the term of apprenticeship.

Appendix J – Income Protection, Trauma and Journey Accidents Insurance for Employees engaged as TW 6

1. For Employees engaged in classification TW 6 it is agreed that the Income Protection Insurance payments will be collected and administered by the "Protect" Severance Scheme at the same time as severance payments are made. The Income Protection Insurance payments will be paid for the Employees and will be paid for all periods of authorised absence and cannot be on a pro-rata basis.

2. It is agreed the Income Protection Insurance payments are paid on a monthly basis by the 14th day of each month. It is agreed that if CYP has not made a valid or current insurance payment to "Protect", CYP shall be liable for any loss of earnings or benefits that would have otherwise been given to the Employee.

3. The Income Protection Insurance payments and cover is be as follows:

	From date of operation of agreement	From 1 October 2020
TW 6 rate	$31.35 per week	$33.45 per week
For Cover	$1500	$1600
Apprentice rate	$20.65 per week	$22.95 per week
For Cover	$900	$1000

4. * These rates are inclusive of GST and stamp duty.

[002N: Incorporates alterations certified on 4 October 2024 [R2024/110]]
Replaces rulebook dated 06 April 2022 in matter [R2022/23]

I CERTIFY under section 161 of the Fair Work (Registered Organisations)

Act 2009 that the pages herein numbered 1 to 138 both inclusive contain a true

and correct copy of the registered rules of The Australian Workers' Union

DELEGATE OF THE GENERAL MANAGER
FAIR WORK COMMISSION

[IMPORTANT: Enquiries about these rules or other rules relating to this organisation which are currently in force may be directed to any office of the Fair Work Commission.]

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PART 1 – ABOUT THE UNION

RULE 2 – NAME

"The Australian Workers' Union" is the name of the union.

RULE 3 –NATIONAL OFFICE

The head office of the Union is to be the National Office and the Office of the National Secretary. The National Office will be in Sydney or such other place as the National Conference or National Executive may from time to time decide.

RULE 4 – OBJECTS

The reasons and purposes for which the Union is established are, to both use the funds of the Union and to use all lawful means:

(1) To uphold the rights of organised labour and to improve, protect and foster the best interests of its members and to assist them to obtain their rights under industrial and social legislation.

(2) To regulate, protect and advance the conditions of labour, the relations between workers and between workers and employers, including by collective bargaining. To regulate the conditions of trade, business or industry in which members work.

(3) To promote the general and material welfare of members.

(4) To provide legal assistance in defence of members' rights where deemed necessary.

(5) To endeavour by political action to secure social justice.

(6) To establish and maintain a Union newspaper.

(7) To establish one Union for all Australian workers and to grow the Union.

(8) To enrol in the Union all persons eligible to be members of the Union.

(9) To uphold the authority of constitutional government and the Constitution of the Commonwealth of Australia and the States and to oppose the growth of doctrines and groups or organisations of persons incorporated or unincorporated which in the opinion of the National Executive advocate, assist or encourage the overthrow by force or violence of the established Government of the Commonwealth of Australia.

(10) To affiliate to, federate with, amalgamate with, or otherwise combine with, any trade or industrial union or association, or association of trade unions or any other organisation having objects similar in whole or in part to the objects of this Union. To establish joint organisation and joint finances with other trade unions as a step towards amalgamation.

(11) To establish a fund for the assistance and support of trade unionists and to carry out these objects.

(12) To assist in the establishment and maintenance of labour and trade union newspapers and electronic media facilities and to invest in shares of such newspapers and electronic media facilities.

(13) To constitute, conduct, carry on and manage clubs in the interest of members.

(14) To pay affiliation fees to and assist financially or otherwise any bona fide labor or trade union organisation or association.

(15) To hold, purchase, lease, transfer, rent, sell, mortgage or otherwise deal in property and to enter in such contracts or agreements in furtherance of these objects.

(16) To raise money including by contributions, levies, investments and commercial endeavours for the purpose of carrying out the objects of the Union.

(17) To provide superannuation or retirement benefits for Officers and employees of the Union.

(18) To establish funeral and other benefit funds.

(19) To establish Branches of the Union throughout the Commonwealth of Australia.

(20) To contribute financially and otherwise to political objects, so as to bring about the election of Federal, State and Territory Labor Governments.

(21) To protect the trade objects of members by any legal method.

(22) To survey all members and potential members as to matters of interest and concern either industrially, politically or socially.

(23) To inform members and potential members of matters of interest and concern industrially, socially and politically.

(24) To assist members with personal injury, workers' compensation and health insurance.

(25) To assist members in obtaining reasonable credit facilities.

(26) To assist members in obtaining discounted consumer items.

(27) To assist members with, promote and/or organise trade union and vocational training.

(28) To develop recreational and holiday facilities for members.

(29) Generally to improve the conditions and promote the interests of members of the Union industrially, politically and socially and to do all such things as are conducive to the attainment of the above objects and which industrial organisations of employees may lawfully do.

(30) To engage persons for the purpose of furthering directly or indirectly any one or more of these objects.

(31) To promote and encourage the merger of Branches of the Union.

(32) To engage in any lawful conduct in advancement of the interests of the Union.

(33) To obtain such other objects as the National Conference or the National Executive shall from time to time determine.

(34) To represent the interests of non-member employees, dependent and independent contractors and to charge fees for such representation.

PART 2 – WHO CAN JOIN THE UNION

RULE 5 – ELIGIBILITY FOR MEMBERSHIP

SECTION 1

PART A

(1) Every bona fide worker, male or female, engaged in manual or mental labour in or in connection with any of the following industries or callings, namely: Pastoral (otherwise than as a shearing contractor), woolclassing except where employed in a wool brokers store, agricultural, farming, horticultural, including the growing, picking and packing of edible fungi, viticultural, which includes employees in wineries (except in the State of South Australia), dairying, poultry farming, fruitgrowing, sugar growing, cane cutting, milling and refining, the handling and loading and storage for export and home consumption of grain, seed and manufactured sugar, except persons eligible to be members of The Waterside Workers Federation of Australia who perform work aboard ships and at the grain shipping terminal at Kwinana, Western Australia, the growing, cutting, production, processing and treatment of tea, flax and tobacco, rabbit trapping, timber and sawmilling industry, afforestation and silviculture, employees engaged in or in connection with the manufacture of masonite and/or caneite and all operations incidental thereto (excepting persons employed at the works of Colonial Sugar Refining Co. Ltd, at Pyrmont), meat preserving and meat trade generally, road making, water and sewerage, railway construction work, all persons (except persons eligible to be members of The Federated Engine Drivers' and Firemen's Association of Australasia in Queensland) other than tradesmen and welders engaged in or in connection with the construction of pipelines used in or in connection with the extraction and transmission of hydrocarbons, solids, slurries and similar substances, all persons engaged in or in connection with the manufacture or preparation, applying, laying or fixing of bitumen emulsion, asphalt emulsion, bitumen or asphalt preparations, hot pre-mixed asphalt, cold paved asphalt, and mastic asphalt, (other than tar paving or asphalt work within the external alignment of buildings not incidental to or part of civil engineering works), metalliferous mining, smelting, reducing and refining of ores, the production and harvesting of salt, gypsum procurement, including all workers engaged in or in connection with dredging or sluicing work, mining for brown coal including the extraction of the by-products; the search and/or drilling for hydrocarbons, the production, processing and transmission of hydrocarbons, the prospecting, surveying, exploration and drilling for minerals and metals (except as to members of organisations in the shipping industry): the manufacture of briquettes, the distillation of oils and all labour incidental thereto,all surface labourers engaged about or in connection with all brown coal mines, and all persons engaged in timber getting for mining purposes, stone quarrying, land surveying, fish cleaning, net making, employees engaged in or in connection with the treatment of whales and by-products, and general labour in connection with fish trawling, fish purse seining or polling, fish farming, fishing activity, marine farming, aquiculture, pisciculture, mariculture, cultivation of live sea and freshwater products, breeding or spawning of fish and hatching of fish or marine products whether in or from the sea, rivers, dams, tanks, ponds, underwater cages, aquariums or other water source, holding, containing, penning or harvesting of live fish or marine products or marine vegetation, cleaning, purging, flushing, packing, freezing, processing, preserving, smoking, treatment or marketing of fish or marine products, cultivation, culling or treatment of oysters, oyster leases or oyster farms, manufacture of copper bars, rods and wire, all persons engaged in or in connection with the manufacture of cables and all persons engaged in the process of covering or insulating cables and all persons engaged in the production or manufacture of aluminium for use as a raw material in the manufacture of articles, the construction, maintenance and conduct of the Commonwealth Railways, and all kinds of general labour, the manufacture of soap and candles, of butterine and margarine, of preparation and packing of crisps and extrusions including from but not limited to, potatoes and cereals, and nut foods, of drugs (other than the milling thereof), of chemicals and gases, of blue, of toys (other than sheet metal), of the manufacture and milling of paper and all labour connected therewith, of the extraction and refining of vegetable oils, of tea packing, employees engaged in or in connection with the dehydration of vegetables and fruit, of all work in laundries, persons employed or competent to be employed as Hairdressers, Barbers, Wigmakers, Hairworkers, and their Assistants (other than Examiners or Hairdressing and Apprenticeship

Supervisors) and all employees in and in connection with Beauty Parlours, and receptionists employed in connection therewith, but excluding persons engaged in the sale of goods and in the manufacture of Beauty preparations, of all work in connection with fire brigades, including that of permanent, partially-paid and volunteer firemen under boards of Fire Commissioners, all employees other than craftsmen or engine drivers engaged in boring for water or oil or engaged in refining such oil or in the extraction of the oil products, all persons engaged in or in connection with the production of charcoal, all employees engaged as ginners, stackers, feeders, branders, oil refiners, moulders, and labourers in the cotton industry, all employees other than engine drivers and craftsmen engaged in the destruction of prickly pear or of noxious weeds and vegetation or the treatment of products thereof and the eradication of pests and vermin; or in the treatment of prickly pear or of the products thereof, the manufacture of cement and cement articles and/or the operation of concrete batching plants, the manufacture of fibrolite articles, manufacture of fibre cement and/or asbestos cement products, the formation and maintenance of racecourse tracks, golf links, bowling greens and tennis courts and of all gardens, lawns and greens in connection therewith, ski instructors, employees engaged at chair lifts, T-bars and ski runs either snow or grass, persons employed in or about the Newcastle Iron and Steel Works or any Works directly subsidiary thereto, or in any quarry or mine, or other industrial establishment where the work done is wholly or mainly the supply of materials incidental to the manufacture of iron and steel at the Newcastle Iron and Steel Works other than those employees who are engaged as foremen or staff employees, all persons employed in and about the works of the following companies at Port Kembla - namely: Metal Manufactures Limited, Electrolytic Refining and Smelting Company of Australia Limited, and Australian Fertilizers Limited, excepting in the case of each company, staff employees, blacksmiths, boilermakers, bricklayers, carpenters, electricians (including electrical fitters and linesmen), engine drivers (including crane or winch drivers, firemen, motor drivers or attendants, dynamo attendants, greasers, trimmers and cleaners), engineers (including drillers, fitters, machinists, pipe fitters and turners), moulders, painters, plumbers, storemen and packers within the jurisdiction of the Storemen and Packers' General (State) Conciliation Committee, rubber workers, motor-waggon drivers, riggers, strikers and assistants to the following class of tradesmen, namely: boilermakers, blacksmiths, engineers (including electrical engineers), moulders, coppersmiths, sheet-iron workers, plumbers, springmakers, electricians, motor-mechanics and any other mechanics engaged in the iron, steel and metal industries; all persons who are bona fide employees wholly or partly engaged in or in connection with the business of fellmongers, woolsorters, woolscourers, basil tanners and their assistants; persons who are employed, or are competent to be employed in any position connected with the making, trimming or polishing of coffins, managing of branch establishments or any other general work in connection with the business of an undertaker or in any general work in cemeteries shall be eligible for membership of the Union.

(2) Without limiting the generality of the foregoing or being limited in any way by the foregoing every person employed in or in connection with the industry or calling of horse training and/or horse racing (excluding apprentice jockeys, judges, starters and stewards) shall be eligible for membership of the Union. Provided however that persons who are eligible to be members of the Federated Clerks Union of Australia shall not be eligible for membership of the Union.

(3) Without limiting the generality of the foregoing or being limited in any way by the foregoing every bona fide worker employed in or in connection with the industry or calling of either or both catering and cleaning for or at premises provided for persons working in or in connection with any of the industries described in the other paragraphs of this Rule 6 shall be eligible for membership of the Union except in the Northern Territory provided that this exception shall not apply to the industry or calling of:

the search and/or drilling for hydrocarbons, the production, processing and transmission of hydrocarbons; and

the construction of pipelines used in or in connection with the extraction and transmission of hydrocarbons, solids, slurries and similar substances.

(4) Without limiting the generality of any other provisions of this Rule or being limited in any way thereby, every bona fide worker employed in or in connection with the industries or callings of:

(a) Landscaping (other than in the Northern Territory);

(b) Builders labourers in that area of Queensland situated north of a line commencing at the sea coast with the 22nd parallel of south latitude, thence by that parallel of latitude due west to 147 degrees of east longitude thence by that meridian of longitude due south to 22 degrees 30 minutes of south latitude, thence by that parallel of latitude due west to the western border of the State**.**

(c) The construction, repair maintenance or demolition of:

(i) Civil and/or mechanical engineering projects.

(ii) Power transmission, light, television, radio, communication, radar, navigation, observation towers or structures.

(iii) Power houses, chemical plants, hydrocarbons and/or oil treatment plants or refineries.

(iv) Silos, excepting grain silos in Tasmania, South Australia, Western Australia and that area of Queensland not included in paragraph 4(b) above.

(v) Sports and/or entertainment complexes.

(vi) Car parks excepting car park buildings and car parks within the alignment of a building;

shall be eligible for membership of the Union.

Subject to other paragraphs of this Rule, nothing in paragraph 4(c) shall render eligible to join the Union, pursuant to this Part, any building tradesman; or, except in the area specified in paragraph 4(b) any builders labourer or plumbers labourer employed on a building or building-type structure which is for the purpose of housing persons, goods or workshop equipment (other than mechanical or electrical plant).

Provided that paragraph (c) of this subrule:

(i) Shall have no operation within the Northern Territory;

(ii) Other than in the State of Western Australia and in the State of Queensland in the area specified in paragraph 4(b) shall not render eligible to join the Union, pursuant to this Part, persons, (not being persons engaged on civil engineering works), who are:

(a) assistants or labourers engaged in connection with the work of tradesmen in the iron, steel or metal industries;

(b) riggers, splicers, scaffolders, dogmen, crane chasers, spray painters, iron workers or employees assisting or facilitating the work of a tradesman engaged on the erection of metal structures or the installation of plant and machinery, such erection or installation not being on a building.

(5) Provided however that, notwithstanding the provisions of subrules (1) to (4) above, persons employed in Tasmania by the Hobart City Council, the Launceston City Council, the Southern Regional Cemetery Trust or by any Country Council shall not be eligible for membership pursuant to this Part.

(5A) All persons employed or to be employed by Village Sea World Operations Pty Ltd and Warner Sea World Operations Pty Ltd (collectively trading as Sea World Enterprises) at the Sea World Theme Park, Gold Coast and its associated facilities, shall be eligible for membership of the Union.

(5B) All persons employed or to be employed by Kirby Banner Pty Ltd and Warner World Australia Pty Ltd (collectively trading as Movie World Enterprises) at the Movie World Theme Park, Movie Studios (except where such employees are engaged directly in the production of film or television programmes) and Wet'N'Wild Water Slide Complex at Oxenford in the State of Queensland shall be eligible for membership of the Union.

(5C) All persons employed or to be employed by Janola Dale Pty Ltd, its successors, assignees or transmittees at Dreamworld Theme Park, Coomera, Queensland shall be eligible for membership of the Union.

(5D) All persons employed or to be employed by Village Nine Network Leisure Company Pty Ltd at Intencity, World Live! and Hide and Seek Theme Parks established in the Commonwealth of Australia shall be eligible for membership of the Union.

(5E) Sub-rule to reflect the Live Theatre and Concert Industry Representation Order 1996 made under the Industrial Relations Act 1988 (now the Workplace Relations Act 1996) and recorded in Print N5128.

For the purposes of this sub-rule, the Live Theatre and Concert Industry shall mean all activities undertaken in or in connection with producing, presenting, or otherwise undertaking live theatrical, performance art, operatic, orchestral, dance, variety, revue, comedy, multi-media, choral, or musical performances, productions, presentations, workshops, rehearsals or concerts, including the provision, sale, service or preparation of food or drink and also including selling tickets by any means, for or in or in connection with any such performances, productions, presentations, workshops, rehearsals or concerts, and including the operation of venues or other facilities, whether permanent or temporary, utilised for such performances, productions, presentations, workshops, rehearsals or concerts, whether or not such performances, productions, presentations, workshops, rehearsals or concerts are performed or presented in the presence of an audience, or are recorded by any means.

Notwithstanding any provision of this rule to the contrary but subject to sub-rule (31) in Section 6 Part P of this rule and for the purpose of giving effect to the Live Theatre and Concert Industry Representation Order 1996 made on 18 September 1996 and recorded in Print N5128 and so long as that order remains in force without variation, with effect from 24 September 1998, the following persons shall be eligible for membership of the union:

(a) all persons employed in the Live Theatre and Concert Industry in the State of Queensland save and except for the following:

(i) all persons employed in the Live Theatre and Concert Industry who are eligible to be members of the Media, Entertainment and Arts Alliance by virtue of Part A, Part C, or Part D of Rule 4 - ELIGIBILITY FOR MEMBERSHIP of the rules of the Media, Entertainment and Arts Alliance as at 1 January 1996;

(ii) persons employed at major performing arts venues in Queensland including but not limited to the Queensland Performing Arts Centre, and the Suncorp Theatre, or at companies or employers in receipt of subsidies from either Commonwealth or Queensland state arts funding bodies, including but not limited to the Queensland Theatre Company, the Queensland Opera, Queensland Ballet, and Dance North, or by companies engaged in the contracting of theatre technical and crewing services;

(iii) persons employed in the Live Theatre and Concert Industry at venues or by companies associated with institutions of higher learning and including persons employed by student unions or guilds;

(iv) persons employed in theatre restaurants;

(v) persons employed at the Gold Coast Arts Centre and at Jupiters Casino;

(vi) persons employed at venues or by employers in Queensland which are members of the National Association of Regional Performing Arts Centres other than at the NARPAC centre at Redcliffe Queensland.

(b) persons directly employed by Event Services Pty Ltd other than performers and theatre technical or creative employees or employees of contractors in respect of theatrical or concert performances held at The Royal Agricultural Society site at Paddington (restricted to the stables, Hordern Pavilion and Hall of Industry) and the Homebush Bay Olympic Games Sporting and Recreation site.

(5F)(a) Without limiting the generality of any other provisions of these Rules or being limited in any way thereby, all persons other than clerical employees and craftsmen (but including cooks) employed in or about or in connection with or incidental to the industries or operations of hotels, clubs, casinos, motels, boarding houses, hostels, serviced rooms or flats, residential colleges, cafes, restaurants, catering establishments, resorts, and operations of a like or similar nature including tourism accommodation in Queensland outside the South Eastern Division of Queensland.

(b) All employees who are employed in or in connection with the conduct of Hamilton Island and Dent Island as part of the Island Tourist Resort Industry other than employees of the Crown, Teachers, Registered Nurses, Musicians, Masters and Engineers who are members of the Australian Institute of Marine and Power Engineers Union of Employees, Queensland District, and the Merchant Service Guild of Australia and the employees of contractors and/or subcontractors employed on the mainland and performing work on Hamilton Island and Dent Island from time to time except where such employees are already eligible for membership of the Union under these rules.

(c) All employees who are employed in or in connection with the conduct of Tourism Resorts situated on Islands off the coast of Queensland, north of the 24 degrees 30 minutes of south latitude, as part of the Island Tourist Resort Industry, other than employees of employers (contractors and/or subcontractors) whose principal business is the provision of services on a contract basis on the mainland, and where those services are provided to a Resort on an Offshore Island except where such employees are already eligible for membership of the Union under these Rules.

(d) All employees employed at Palm Royal Resort, Cairns.

(e) All employees employed in or in connection with the operations of Offshore Island Resorts employed on Fraser Island in the State of Queensland.

(f) All persons employed north of 22 degrees south latitude in or in connection with the operations and conduct of Daikyo (North Queensland) Pty Ltd, Reef Management Pty Ltd, Pacific Growth Investments Pty Ltd, Cairns Marine Terminal, Daikyo Real Estate Pty Ltd, Cairns Peninsula Hotels Pty Ltd, and Daikyo Development Pty Ltd, and employed by one of the above mentioned companies, save and except that nothing in this sub-rule shall make eligible for membership except where such employees are already eligible for membership of the Union under these Rules:-

(i) any person who is employed as a Marine Engineer (however described) who is eligible to be a member of the Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District; or

(ii) any person employed as a master, mate, marine engineer, principal in charge or launch master, who is, or is eligible to be, a member of the Merchant Service Guild of Australia, Queensland Branch, Union of Employees; or

(iii) any person employed by a bona fide building and/or construction, and/or electrical and/or plumbing contractor or subcontractor.

(g) For the purpose of this sub-rule the South Eastern Division of Queensland shall mean the area within the following boundaries in the State of Queensland commencing at Point Danger and bounded thence by the southern boundary of the state westerly to 151 degrees of east longitude, thence by that meridian of longitude bearing true north to 24 degrees 30 minutes of south latitude thence by that parallel of latitude bearing true east to the sea coast, and thence by the sea coast southerly to the point of commencement in the South Eastern Division of Queensland excluding Fraser Island.

SECTION 2

PART B

(6) Without limiting the generality of the foregoing or being limited in any way by the foregoing, persons engaged in any of the following Trades or Branches of Trades shall be eligible for membership of the Union:

(a) Engineers, Fitters, Turners, Water Meter Fitters, Tool and Gauge Makers, Die Sinkers, Mechanical and/or Scientific Instrument Makers, Scale Makers and Adjusters, Safe Makers, Pipe Fitters, Motor Mechanics, and Tuners and Testers, Cycle and Motor Cycle Mechanics, Typewriter Mechanics, Patternmakers, Coppersmiths, Brassfinishers, Engineering and General Forgers, Forge Furnacemen, Blacksmiths, Shipsmiths, Angle-Ironsmiths, Springsmiths, Spring Fitters, Welders, Oxy-Acetylene Cutters, Locksmiths, Mechanical Draughtsmen, Millwrights, Iron and Steel Rollers, Electrical Fitters, Electrical Mechanics, Machine Makers, Milling Machinists, Planers, Slotters, Borers, Shapers, Drillers, Polishers, Grinders and Lappers, Bolt and Nut Machinists, Agricultural Implement Makers, Panel Beaters (restricted to Panel Beaters employed in the Australian Capital Territory by the Department of the Capital Territory in the Transport Workshop), Gunsmiths, Technicians (except persons who are members or eligible for membership of the Association of Draughting, Supervisory and Technical Employees other than any person or persons who may be eligible for membership of the Union pursuant to any other Part of this Rule) and any other Machine Operators or Mechanics employed in the Engineering, Locomotive, Shipbuilding, Rolling Stock, Aircraft, Munition and Iron Trades, or in any other Industry.

(b) Smiths' strikers and mechanics' assistants or groups of strikers and assistants engaged in any of the above trades deciding to amalgamate with or join this Union shall be admitted upon such terms as shall be agreed upon by the National Conference and consistent with the Rules of the Union, so long as it is not antagonistic to any other Trade Union dealing solely with that class of worker and operating in the immediate locality.

(c) This eligibility rule in so far as it adopts the eligibility rule of the Australasian Society of Engineers prior to amalgamation with The Federated Ironworkers' Association of Australia shall be construed as if it is the eligibility rule of the Australasian Society of Engineers prior to amalgamation and shall be treated as standing alone and separate from the remaining parts of the eligibility rule.

PART C

(7) Without limiting the generality of the foregoing or being limited in any way by the foregoing the following persons shall be eligible for membership of the Union:

(a) Persons employed or usually employed, in the Public Service of the Commonwealth, or in private industry, in the manufacture preparation, storage or delivery of ammunition (including sporting and military), cordite, explosives (including commercial and military), arms (including sporting and military), and munitions or work incidental thereto throughout the Commonwealth.

(b) All workers in wire, employees in or about wire netting or other wire workers, employees engaged in the manufacture of metal wire or of any article or articles made therefrom. Employees engaged in the process of galvanising or tinning articles of wire or any form of metal, and in all processing leading up to the preparation of such tinning or galvanising and all workers engaged in tubular gate making.

(c) All assistants and all labourers, general or special, engaged in connection with the work of boilermakers, blacksmiths, engineers (including electrical engineers), moulders, coppersmiths, sheet-iron workers, plumbers, springmakers, electricians, motor mechanics, and any other mechanics engaged in the iron, steel and metal industries.

(d) Dressers, grinders, drillers on stationary machines, furnacemen (including forge furnacemen), pipe moulders, tool storemen, and all labourers, general or special, engaged in the iron, steel and metal industries, or engaged in the cast-iron, pipemaking industry, steel locking bar pipe industry, riggers and scaffolders (other than riggers on ships and riggers and scaffolders employed in shipyards, dockyards, and in building operations on buildings), machinists (excepting operators of punching, shearing, rivetting, rolling, bending, angle or plate straightening, nipping and notching machines, and smith machines), and all assistants to mechanics, and labourers general or special, employed in constructional shops in industries referred to in sub-rule (6) of Rule 5 in or in connection with which this Union is registered as an organisation.

(e) Machinists engaged in the steel locking bar pipe-making industry. All persons employed in the iron, steel and tin plate rolling industries. All persons employed in the manufacture of galvanised iron, in the manufacture and/or rolling of brass, copper and aluminium and other non-ferrous metals, and in the process of lining and/or covering pipes with bitumen, and all persons employed in the machine horseshoe-making industry and in the reinforced steel industry carried out in workshops or foundries.

(f) Persons engaged in a repetition or specialised process for the production of or assembling of machine parts or metallic articles. Persons engaged in a repetition or specialised process for the production of plastic moulding. Persons engaged in the assembling of motor chasses, bumper bars, motor accessories and the like and employees, including labourers, engaged as assistants in the manufacture of such articles and/or accessories and the like excepting assemblers of engines, engineers, fitters, turners, planers, shapers, slotters, millers and motor mechanics. Operators of metal spraying machines and labourers employed directly or indirectly as assisting such workers. All employees other than tradesmen engaged in the erection of television antennae excepting that those persons including tradesmen who are eligible for membership of the Union pursuant to any other Part of this Rule shall remain eligible for membership of the Union.

(g) All classes of employees which are referred to in the preceding paragraphs 7(a), 7(b), 7(c), 7(d), 7(e) and 7(f), engaged in or in connection with the industries of ship-building and ship repairing or engaged in or in connection with the work of foundries, provided that no boilermaker, blacksmith, engineer, electrician, moulder (other than pipe moulder), coppersmith, sheet metal worker, tinsmith, canister maker, plumber or springmaker shall be eligible to become a member of this Union other than those persons including tradesmen who are eligible for membership of the Union pursuant to any other Part of this Rule.

(h) All persons employed to assist and facilitate the work of engineering, electrical and other metal tradesmen in the performance of work for which such tradesmen or other technical supervisors are responsible, notwithstanding that their work includes hoisting, lowering, fleeting, whether by block and tackle or by other means, tools, equipment, machinery or other articles or material in connection with the work of such tradesmen in ship-yards and dock-yards or on ship or between ship and shipyard and dockyard. This paragraph shall apply notwithstanding any other provision of this Rule, but shall not by implementation affect the construction of the other provisions of this Rule.

(i) Persons employed or usually employed in any establishment wholly or partly engaged in or connected with the manufacture, preparation and storage (or any of them) of Bone Dust, and other Artificial Manures and Fertilizers (and any of them), and of Acids, Alkalis and Chemicals of all kinds whether in liquid solid or gaseous form (or any of them), and work incidental thereto AND of persons employed in any type of labour in and around such establishment whose employment is incidental to the proper carrying out of the foregoing manufacture, preparation and storage (or any of them).

(8) (a) Notwithstanding sub-rule 7 of this Rule but subject to paragraph (b) below, persons who are employed in or in connection with:

(i) The manufacture and distribution of cables and other conductors for the transmission of energy or

(ii) Processes connected with or incidental to such manufacture and distribution,

and who are employed by:

(1) Pacific Dunlop Limited, Olex Cables Division (other than at Geebung, Queensland).

(2) Optix Australia Limited.

(3) Metal Manufactures Limited, MM Cables Division (excluding Metal Manufactures Limited trading as Pyrotenax, Metal Manufactures Limited, MM Metals Division at Port Kembla, New South Wales and Metal Manufactures Limited, MM Cables Division at Port Kembla, New South Wales.

(4) Pirelli Cables Australia Limited.

(5) Burton Cables Pty. Ltd.

are not eligible for membership of the Union pursuant to this Part.

(b) Nothing in paragraph (a) above limits the right of the Union to enrol persons who are eligible for membership under sub-rule (7) of this Rule and whose principal work is ancillary to the work of tradesmen however classified.

(c) Nothing in paragraph (a) above limits the right of the Union to enrol persons who are otherwise eligible for membership under any other Part of this Rule.

(9) (a) Notwithstanding anything else in sub-rules (6) and (7) but subject to (b) and (c) below, persons employed or to be employed in or at the establishment of Fibremakers Ltd., Canterbury Road, Bayswater, Victoria, in the manufacture and/or production of synthetic filament yarn are not eligible for membership of the Union.

(b) Nothing in paragraph (a) above limits the right of the Union to enrol persons who are otherwise eligible for membership under sub- rules (6) and (7) of this rule and who are employed as assistants to tradesmen or in other classifications concerned with the maintenance of the plant or similar functions not directly connected with the production and/or manufacturing process of synthetic filament yarn.

(c) Nothing in paragraph (a) above limits the right of the Union to enrol persons who are otherwise eligible for membership under any other Part of this rule.

(10) Notwithstanding any other provisions of this Part, persons employed as Production Team Members by Southern Aluminium Pty Ltd at Bell Bay, Tasmania are eligible for membership of the Union.

(11) Notwithstanding anything contained elsewhere in this Rule, the Union shall not pursuant to Section 2 of this Rule be entitled to enrol persons eligible for membership of The Federated Furnishing Trades Society of Australasia pursuant to its eligibility Rules as at 30 June 1992 (including persons employed or engaged in the manufacture of free standing furniture but not including persons, if otherwise eligible for membership of the Union employed in the manufacture of metal or plastic furniture or in aluminium fabrication) in the States of Queensland, New South Wales, Victoria, South Australia and Tasmania or in the Australian Capital Territory.

(12) Notwithstanding anything contained elsewhere in this Rule, the Union shall not pursuant to Section 2 of this Rule be entitled to enrol persons eligible for membership of the Construction Forestry and Mining Employees Union pursuant to its eligibility Rules as at 30 June 1992 employed or engaged in the off-site timber joinery/furniture industry (not including persons, if otherwise eligible for membership of the Union, in the aluminium fabrication industry) in the State of Queensland.

(13) Notwithstanding anything contained elsewhere in this Rule, the Union shall not pursuant to Section 2 of this Rule be entitled to enrol persons employed or engaged in the State of Queensland in glazing work in the timber joinery/furniture industry or employed or engaged substantially and predominantly on glazing work in the aluminium fabrication industry in the State of Queensland.

PART D

(14) Notwithstanding anything else in this Rule, and without being limited by any other provision of this Rule and without limiting any other provisions of this Rule the following persons shall be eligible for membership of the Union:

(a) persons employed in, usually employed in or qualified to be and desirous of being employed in or seeking to be employed in or in connection with the industry or industries, and/or occupation, and/or calling, and/or vocations, and/or industrial pursuits of:

and/or

(b) who, otherwise than as employees or employers, follow an occupation in or in connection with the industry or industries of:

and/or

(c) who, otherwise than as employees, are engaged in the industrial pursuit or pursuits of:

Carpenters and/or Joiners including, in the Port of Sydney (excluding Garden Island) in the State of New South Wales and in the State of South Australia, Ships Carpenters and/or Joiners.

(15) (a) Notwithstanding anything contained elsewhere in this Rule, the Union shall not pursuant to Section 2 of this Rule be entitled to enrol persons eligible for membership of The Federated Furnishing Trades Society of Australasia pursuant to its eligibility Rules as at 30 June 1992 (including persons employed or engaged in the manufacture of free standing furniture but not including persons if otherwise within the constitutional coverage of the Union employed in the joinery or shopfitting industry) in the States of Queensland, New South Wales, Victoria, South Australia and Tasmania or in the Australian Capital Territory.

(b) Notwithstanding anything contained elsewhere in this Rule, the Union shall not pursuant to Section 2 of this Rule be entitled to enrol persons, eligible for membership of the Construction, Forestry and Mining Employees Union pursuant to its eligibility Rules as at 30 June 1992 employed or engaged in the off-site joinery/furniture industry in the State of Queensland.

(c) Notwithstanding anything contained elsewhere in this Rule, the Union shall not pursuant to Section 2 of this Rule be entitled to enrol persons eligible for membership of The Operative Painters and Decorators Union of Australia pursuant to its eligibility Rules as at 30 June 1992 employed or engaged in the off-site joinery/furniture industry in the State of Queensland.

PART E

(16) Notwithstanding anything else in this Rule and without being limited by any other provision of this Rule, and without limiting any other provisions of this Rule, persons employed in any capacity whatsoever (excepting as to clerks, persons eligible for membership of the Transport Workers Union of Australia and all persons engaged in the manufacture and maintenance of plant and equipment) by any person firm or company engaged solely or mainly in the industry of brushmaking in South Australia who shall be eligible for membership of the Union.

PART F

(17) Notwithstanding anything else in this Rule and without being limited by any other provisions of this Rule and without limiting any other provisions of this Rule, persons engaged in, or in connection with the following mills or factories:- Jute, flax, rope, thread, cordage, twine, mats, bags or hessian; including also employees in canteen sections in such mills or factories shall be eligible for membership of the Union.

PART G

(18) Notwithstanding anything else in this Rule, and without being limited by any other provisions of this Rule and without limiting any other provisions of this Rule, persons employed or usually employed in connection with the glass manufacturing industry shall be eligible for membership of the Union and without limiting the generality thereof shall comprise all persons within that industry -

(a) in or in connection with the fabrication of goods from the products of that industry; or

(b) in or in connection with the fabrication of goods comprising glass, fibre glass or any other similar matter or substance;

(c) provided that employees engaged in the optical division of the Defence Research Laboratories shall not be eligible for membership of the Union pursuant to this Part.

PART H

(19) Notwithstanding anything else in this rule, and without being limited by any other provisions of this rule and without limiting any other provision of this rule, persons employed as entertainment industry products employees and operators employed by Sony Music Australia Limited and Entertainment Distributors Company Limited at their premises at Huntingwood Estate, Eastern Creek in the State of New South Wales are eligible for membership of the union.

PART I

(20) Notwithstanding anything else in this rule and without being limited by any other provision of this rule and without limiting any other provision of this rule, persons employed by Auschar Operations Pty. Limited to operate, control and/or maintain its Traralgon plant in the La Trobe Valley in the State of Victoria shall be eligible for membership of the Union.

SECTION 3

PART J

(21) Notwithstanding anything else in this rule and without being limited by any other provision of this rule and without limiting any other provision of this rule the union shall consist of an unlimited number of persons, namely:

(a) all salaried members of the Staffs of gas companies throughout the Commonwealth of Australia excepting:

(i) general managers (other than in the case of the South Australian Gas Company and its subsidiaries);

(ii) chief executive officers (being officers who are in effect General Managers but not so designated) [other than in the case of the South Australian Gas Company and its subsidiaries]; and

(iii) tradesmen (not being foreman) who from day to day use tools of trade other than for the purpose of demonstrating their use or in cases of emergency;

(b) in addition to, and without detracting from the generality of the coverage conferred by paragraph (a) of this subrule, all persons who are employed by gas companies throughout the Commonwealth of Australia, either wholly or substantially in professional, technical, clerical, marketing or supervisory capacities;

(c) any other persons who may be elected officers of the Union or a branch thereof;

(d) notwithstanding anything contained in paragraph (a) hereof, executive officers who are departmental heads and the officers designated Staff Officer or Industrial Officer and any officer carrying out the duties of any of these positions by whatever designation shall not be eligible for membership of the Federation (other than in the case of the South Australian Gas Company and its subsidiaries);

(e) Provided that nothing in this subrule shall confer eligibility for membership on salaried employees of CSR Limited employed at a yearly rate of pay in the company, including such employees who are either on loan to or on secondment to any subsidiary or any associated company of CSR Limited.

(f) Provided further that nothing in this subrule shall confer eligibility upon a person employed by a person, firm, company, board, trust, body corporate, local government authority or statutory body (whether or not representing the Crown) which is -

(i) engaged in the exploration for hydrocarbons (other than the Gas and Fuel Corporation of Victoria) and the South Australia Gas Company, and their subsidiaries);

(ii) engaged in the extraction of hydrocarbons and/or processing in or in connection with the extraction's process;

(iii) engaged in providing services to other entities which are engaged in activities set out in sub-paragraph (i) or (ii) of this paragraph including the provision of prospecting, maritime, seismic survey, drilling, construction, catering, diving, technical and maintenance services, and/or

(iv) engaged in the transmission by pipeline from the location of activities described in sub-paragraph (ii) of this paragraph and which supplies such hydrocarbons to another entity for refining, reticulation, power generation or other industrial or commercial use other than the transmission of gas by a gas company for reticulation and who is engaged in or in connection with any of the above activities described in sub-paragraphs (i) - (iv) above.

(g) provided that nothing in this rule shall confer eligibility upon a person who is the employee of an Oil Company which has as its principal business the production, manufacture or wholesale distribution of petroleum products where the employment of that person is principally concerned with the production, manufacture or wholesale distribution of petroleum products.

(h) in these rules, the following definitions shall apply:

"Gas Companies", without limiting the generality of the words, includes any person, firm company, board, trust, body corporate, local government authority or statutory body (whether or not representing the Crown) engaged in or in connection with:

(i) the exploration for, production, sale, marketing or distribution of town gas either alone or in conjunction with any other substance within the Commonwealth of Australia; or

(ii) the handling, conveying, carrying or transportation by means of pipeline or otherwise, of town gas either alone or in conjunction with any other substance within the Commonwealth of Australia.

But does not include the State Energy Commission of Western Australia, its subsidiaries, or its public body successors who are within the Statutory Corporation or Municipal Industry.

But does not include employees of the Australian Government or employees of Statutory Authorities of the Australian Government.

"Town Gas", wherever used herein shall be deemed to include carburetted water gas, coal gas, liquefied gas, natural gas, oil gas, producer gas, refinery gas, reformed liquefied petroleum gas, reformed refinery gas, tempered liquid petroleum gas, water gas, synthetic natural gas, liquefied natural gas, reformed natural gas, tempered natural gas, bio-gas and a mixture of two or more such gases.

The gases hereby included in the definition are defined as under:

"Carburetted Water Gas" is flammable gas produced by the interaction of steam and hot coke and which had its heating power increased by the admixture of a gas.

"Coal Gas" includes all flammable gases produced by the thermal treatment of coal.

"Liquefied Petroleum Gas" is a mixture composed substantially of C3 or C4 hydrocarbons or both of them either in a liquid or a gaseous state.

"Natural Gas" is a gaseous material containing hydrocarbons and obtained from bore holes or from crude oil otherwise than by thermal or catalytic process.

"Oil gas" is gas manufactured from petroleum or other oil by thermal, catalytic or other process but not including liquefied petroleum gas.

"Producer Gas" is gas manufactured by the action of air on hot coke.

"Refinery Gas" is the residual gas produced at a refinery and left over after all normally usable products (including liquefied petroleum gas) have been made extracted from the crude or feed stock.

"Tempered Liquid Petroleum Gas" is gas manufactured by mixing liquefied petroleum gas with air.

"Water Gas" is gas manufactured by the action of steam on hot coke.

"Liquefied Natural Gas" is natural gas as defined above when liquefied by the action of increase pressure or reduced temperature or both.

"Reformed Natural Gas" is gas produced by thermal, catalytic or other processing of natural gas.

"Tempered Natural Gas" is gas manufactured by mixing natural gas with air.

"Reformed Refinery Gas" is gas produced by thermal, catalytic or other processing of refinery gas.

"Bio-Gas" is any hydrocarbon containing gas produced by biological action on an organic substrate.

"Reformed Liquefied Petroleum Gas" is gas produced by thermal, catalytic or other processing or liquefied petroleum gas.

"Synthetic Natural Gas" is gas manufactured by mixing liquefied petroleum gas with air or a gas manufactured to have the same combustion quality as natural gas.

Notwithstanding the foregoing Rule, the following persons shall not be eligible for membership of the Federation, namely persons employed in, about or in connection with a coal or shale mine and employed by the owner or operator or a subsidiary or related company thereof.

(i) In addition the following persons or classes of persons shall be eligible for membership of the Union, namely:

independent contractors who, if they were employees performing work of the kind which they usually perform as independent contractors, would be employees eligible for membership of the Federation.

Nothing in paragraphs (a) to (i) inclusive of this sub-rule limits the right of the union to enrol persons who are otherwise eligible for membership under any other sub-rule of this Rule.

SECTION 4

PART K

(22) Notwithstanding anything else in this Rule and without being limited by any other provision of this Rule and without limiting any other provision of this Rule the union shall consist of persons employed in or in connection with the following industries or callings:-

The preparation, manufacture, processing and packaging of tobacco, cigarettes, cigars or allied products in the States of New South Wales and Victoria, together with any person who is an officer of the Union.

SECTION 5

PART L

(23) Notwithstanding any other provision of this Rule, nothing in any one Section of this Rule limits the eligibility of a person for membership of the Union pursuant to any other Section of this Rule, nor the right of the Union to enrol such persons who are otherwise eligible for membership pursuant to such other Section or Sections of this Rule.

(24) Notwithstanding the other provisions of this rule, the holders of Office in the Union shall be eligible for membership of the Union together with such other persons whether employees in any industrial pursuit or pursuits or not, who may have been appointed officers of the Federation of Industrial Manufacturing and Engineering Employees prior to the amalgamation of that organisation with The Australian Workers' Union and admitted as members thereof.

(25) Notwithstanding anything contained elsewhere in this rule, the union shall not, in the Australian Capital Territory and in the State of New South Wales, pursuant to Section 2 of this Rule, be entitled to enrol persons eligible for membership of the Construction, Forestry, Mining and Energy Union pursuant to its eligibility rules as at 23 June 1993 employed or engaged in the off-site timber joinery/furniture industry (not including persons, if otherwise eligible for membership of the union, in the aluminium fabrication industry) or substantially and predominantly engaged on glazing work in the aluminium fabrication industry.

(26) Nothwithstanding anything contained elsewhere in this rule, the Union shall not pursuant only to Section 2 of this Rule be entitled to enrol persons employed or engaged by any person, body, corporation, employer or principal who is engaged in the Building and/or Construction Industry in the occupation of a carpenter and/or joiner except those persons employed by the Crown or Local Government. Nothing in this paragraph affects the rights of the union to enrol and/or represent persons in accordance with Section 1 of these Rules nor anyone under Section 2 other than the persons specifically identified in the foregoing sentence, nor does the agreement alter or affect in any way the 1986 demarcation agreements between the Australian Workers Union, as it then were, and the Federated Ironworkers Association of Australia, as it then were, on the one hand, and the Building Workers Industrial Union of Australia and the Federated Engine Drivers and Firemens Association of Australasia, as they then were, on the other, nor does it affect the 1992 Agreement between the Construction, Forestry and Mining Employees Union, as it then was, and the Australian Workers Union, as it then was.

(27) (a) Notwithstanding anything else in this rule and without being limited by any other provision of this rule and without limiting any provision of this rule, persons employed or to be employed in the Exhibitions (Trade and Public Promotion) Industry shall be eligible for membership of the union.

(b) For the purposes of the rule, Exhibitions (Trade and Public Promotion) Industry means the industry of fabricating, supplying, preparing, marking out, installing, dismantling or hiring exhibition stands and/or associated components used in or in connection with promotions, exhibitions, meetings and/or conventions, provided that this industry shall not be taken to include:

(i) Any work coming within the scope of the National Joinery and Building Trade Products Award 1993 [Print K6616 [N0183]], the National Building and Construction Industry Award 1990 [Print L2807 [N0122]] or The Building and Construction Industry (ACT) Award 1991 [Print K0679 [B0171]] or their State counterpart awards; and/or

(ii) Work undertaken by employees of any employer party directly or indirectly respondent to the National Joinery and Building Trade Products Award 1993, the National Building and Construction Industry Award 1990 or The Building and Construction Industry (ACT) Award 1991 or their State counterpart awards; and/or

(iii) Work undertaken in or in connection with special events (e.g. Expos, Royal Easter Show, Australian Formula One Grand Prix) or industry shows within the constitutional coverage of the Construction, Forestry, Mining and Energy Union pursuant to its eligibility rule; and/or

(iv) Work undertaken in or in connection with, or by an employer whose normal business is, the construction of sets, scenery, props or other equipment or components for any theatrical, motion picture, video, television or entertainment production; and/or

(v) Work undertaken by an employer whose normal business in the business of transport with the constitutional coverage of the Transport Workers' Union of Australia.

(vi) Any work coming within the scope of the Electrical Contracting Industry Award 1992 [Print K3299 [E0068]], the Electrical Engineering and Contracting Industries (Northern Territory) Award 1995 [Print M0637 [E0021CRN]], and the State counterpart electrical contracting awards, and/or work undertaken by the employees of any employer party directly or indirectly respondent to the Electrical Contracting Industry Award 1992, the Electrical Engineering and Contracting Industries (Northern Territory) Award 1995, and the State counterpart electrical contracting awards.

SECTION 6

PART M

(28) Notwithstanding anything else in this Rule, and without being limited by any other provisions of this Rule and without limiting any other provision of this Rule, all persons employed or to be employed by Luna Park Amusements Pty Limited at Luna Park in Sydney in the State of New South Wales with the exception of those persons solely or principally employed as performers shall be eligible for membership of the union.

PART N

(29) Without limiting the generality of the foregoing or being limited in any way by the foregoing every person employed or to be employed by Energy Developments Limited and/or by subsidiaries or related companies to Energy Developments Limited within the meaning of the Corporations Law shall be eligible for membership of the union and the union shall have the right to the exclusion of the ALHMWU, the AMWU, the CEPU and the CFMEU to represent under the Act, the industrial interests of such persons.

PART O

(30) Sub-rule to reflect orders made under the Industrial Relations Act 1988 (now the Workplace Relations Act 1996) and recorded in Print N2624

Notwithstanding any provision of this rule to the contrary and for the purpose of giving effect to the orders made on 18 June 1996 and recorded in Print N2624, and subject to further order of the Commission to vary or set aside the orders, with effect from 2 May 1997 persons employed by National Rail Corporation Limited shall not be eligible to become members of the union.

PART P

(31) Sub-rule to reflect orders made under the Industrial Relations Act 1988 (now the Workplace Relations Act 1996) and recorded in Print N3460

Notwithstanding any provision of this rule to the contrary and for the purpose of giving effect to orders made on 18 July 1996 and recorded in Print N3460, the union shall not have the eligibility to cover persons who are eligible to be members of the Australian Liquor, Hospitality and Miscellaneous Workers Union employed by contract cleaning and/or catering and/or food and/or security companies other than the following:

1. persons employed by Spotless in Commercial Support Program of the Australian Department of Defence contract work who are employed substantially in the following activities: grounds maintenance, tarmac maintenance, mechanical and electrical maintenance, building repair and/or maintenance, technical or supervisory and generally other persons whose work activities may generally be characterised as 'outdoor work'.

2. persons employed in contract cleaning and associated work undertaken by Event Services (excluding catering or food services work), in the following activities/locations

   Homebush Bay Showground and services directly provided in association with events at the showground, the Eastern Creek Equestrian Centre, the Royal Hall of Industries, the Hordern Pavilion and associated facilities in regard to exhibitions at Paddington, and the AGVIEW event conducted at Camden (previously administered by the Royal Agricultural Society of New South Wales).

3. persons employed by Cleanevent Pty Ltd primarily employed in cleaning work in the following activities/locations: race courses, motor racing, golf tournaments, agricultural and horticultural events, outdoor entertainment venues (other than at sports stadiums), and employees performing horticultural work in sports stadiums/venues.

This rule shall not apply in the State of Queensland and the Northern Territory.

PART Q

(32) Without limiting anything else in Rule 6 Parts A to P inclusive, and without being limited thereby, the following persons shall be eligible to be members of the Union:

(a) (1) All persons employed by the owners and/or operators of Olympic venues other than:

(i) persons engaged in the preparation and/or sale of food and/or snacks and/or beverages;

(ii) security officers;

(iii) child care workers;

(iv) persons employed in or by accomodation services associated with Olympic venues;

(v) persons employed in drug testing units associated with Olympic venues or events;

(vi) persons employed in cleaning (other than those employees subject to Part P(31)(3) of Rule 6).

(2) Provided that the Australian Liquor, Hospitality and Miscellaneous Workers' Union shall have the exclusive right to represent all employees engaged by contract companies to provide any of the following services at Olympic venues: food and beverage; catering; cleaning (other than those employees subject to the provisions of Part P(31)(3) of Rule 6); security; gardening; parking; and child care.

(3) Provided that the Union shall not have the eligibility to cover persons who are eligible to be members of the Australian Rail, Tram and Bus Industry Union employed by the owners and/or operators of rail and bus services to/from or at the Olympic venues.

(4) Provided that the Union shall not have the eligibility to cover persons employed in or in connection with motion picture, film, video and television production, broadcasting and live theatre who are eligible for membership of the Media Entertainment and Arts Alliance Rule 4, Eligibility for Membership, Part B;

(5) Provided that the Union shall not have the eligibility to cover persons employed in the public service of New South Wales;

(6) For the purposes; of this subclause, Olympic venues means those venues described in the Homebush Bay Master Plan and includes the Olympian Equestrian Centre, the Sydney International Aquatic and Athletic Centre, the Stadium Australia, the Sydney Super Dome; N.S.W. Tennis Centre; and the State Sports Centre and associated facilities.

(b) (1) All persons employed by the Sydney Olympic Games Organising Committee in its capacity as an employer of persons working during the Sydney 2000 Olympics in August-September 2000, for a period of 60 days other than the following:

(i) persons engaged in the preparation and/or sale of food and/or snacks and/or beverages;

(ii) security officers;

(iii) persons employed in or by accommodation services associated with Olympic venues;

(iv) persons employed in drug testing units associated with Olympic venues, or events;

(v) cleaning workers;

(vi) child care workers;

(vii) gardening workers;

(viii) parking attendants;

(ix) persons employed as journalists, performers, film/television and video production staff and live theatre crews.

(2) Provided that the Australian Liquor, Hospitality and Miscellaneous Workers' Union shall have the exclusive right to represent all employees engaged by contract companies to provide any of the following services at Olympic venues: food and beverage; catering; cleaning; security; gardening; parking; and child care.

(3) Provided that this rule shall cease to apply from 1 January 2001.

(c) All persons employed by Event Services Pty Ltd who are engaged at Homebush Bay Showground and/or engaged in services directly provided in association with events at the Homebush Bay Showground and/or engaged at Eastern Creek Equestrian Centre other than persons employed by Event Services Pty Ltd who are primarily engaged in the sale and/or preparation of food and/or snacks and/or beverages which are produced and/or sold to or for the public, at Homebush Bay Showground and the Eastern Creek Equestrian Centre;

(d) (1) All persons employed in theme parks in Queensland other than:

(i) persons employed by contract food and/or snacks and/or beverages and/or catering and/or cleaning and/or security and/or gardening and/or parking and/or child care companies who are eligible to be members of the Australian Liquor Hospitality and Miscellaneous Workers Union in accordance with the rules of that Union as at 6 September 2000;

(2) For the purposes of this subclause contract companies means companies which provide such services pursuant to contracts or arrangements with a principal or principals or persons or organisations which sub-contract such work to those companies on behalf of principals.

(3) Theme park shall mean any amusement park offering theme attractions such as rides (whether indoors or outdoors or both) for the entertainment of the public, which is of a substantial size but does not include:

(1) zoos,

(2) aquariums,

(3) entertainment or sporting or educational venues or centres or facilities owned, funded or operated by the Commonwealth or by the Crown in right of a State or Territory or by any person, firm, board, trust, company or corporation employing persons on behalf of the Government of a State or Territory.

(e) (1) All persons employed in theme parks other than:

(i) All persons employed at:

(1) Sovereign Hill, Ballarat;

(2) Australia's Wonderland;

(3) Old Sydney Town; and

(4) Essendon Airport.

(ii) All persons employed directly or by contract in the preparation and/or sale of food and/or snacks and/or beverages and/or catering and/or cleaning and/or security and/or gardening and/or parking and/or child care companies who are eligible to be members of the Australian Liquor Hospitality and Miscellaneous Workers Union in accordance with the rules of that Union as at 6 September 2000;

(iii) Without limiting the foregoing, all persons employed directly or by contract companies who are eligible to be members of the Australian Liquor, Hospitality and Miscellaneous Workers' Union in accordance with the rules of that Union as at 6 September 2000.

(2) Theme park shall mean any amusement park offering theme attractions such as rides (whether indoors or outdoors or both) for the entertainment of the public, which is of a substantial size but does not include:

(i) zoos,

(ii) aquariums,

(iii) entertainment or sporting or educational venues or centres or facilities owned, funded or operated by the Commonwealth or by the Crown in right of a State or Territory or by any person, firm, board, trust, company or corporation employing persons on behalf of the Government of a State or Territory.

(3) For the purposes of this subclause contract companies means companies which provide such services pursuant to contracts or arrangements with a principal or principals or persons or organisations which sub-contract such work to those companies on behalf of principals.

(f) (1) All persons employed by owners or operators of indoor and outdoor family theme parks/amusement centres/amusement arcades including but not limited to persons employed by Village Nine Leisure Companies, Avel Pty. Ltd. and Sega Ozisoft Pty. Ltd. other than:

(i) Persons employed:

(1) at Sovereign Hill, Ballarat;

(2) at Australia's Wonderland;

(3) at Old Sydney Town;

(4) at Essendon Airport;

(5) by Greater Union companies excluding Kidsports and Fun and Games;

(6) by employers respondent to the Showmen's Guild Award at 30 May, 1997; and

(7) at Magic Mountain (Adelaide).

(ii) All persons employed by directly or by contract food and beverage and/or catering and/or cleaning and/or security and/or gardening and/or parking and/or child care companies who are eligible to be members of the Australian Liquor Hospitality and Miscellaneous Workers Union in accordance with the Rules of that Union as at 6 September 2000.

(iii) For the purposes of this subclause contract companies means companies which provide such services pursuant to contracts or arrangements with a principal or principals or persons or organisations which sub-contract such work to those companies on behalf of principals.

(iv) all persons employed as performers.

(2) Theme park shall mean any amusement park offering theme attractions such as rides (whether indoors or outdoors or both) for the entertainment of the public, which is of a substantial size but does not include:

(i) zoos,

(ii) aquariums,

(iii) entertainment or sporting or educational venues or centres or facilities owned, funded or operated by the Commonwealth or by the Crown in right of a State or Territory or by any person, firm, board, trust, company or corporation employing persons on behalf of the Government of a State or Territory.

(g) All persons employed as administrative staff (officials) in the thoroughbred, harness and greyhound racing industries.

(h) All persons employed by owners or operators of ten pin bowling and squash centres:

(i) except for all persons employed by contract food and beverage catering and/or cleaning and/or security and/or gardening and/or parking and/or child care companies who are eligible to be members of the Australian Liquor Hospitality and Miscellaneous Workers Union in accordance with the Rules of that Union as at 6 September 2000.

(ii) For the purpose of this subclause contract companies means companies which provide such services pursuant to contracts or arrangements with a principal or principals or persons or organisations which sub-contract such work to those companies on behalf of principals;

(iii) except persons employed in the Northern Territory.

(i) (i) Persons employed by contract companies who are eligible to be members of the Automotive, Food, Metal, Engineering, Printing and Kindred Industries Union and Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union in accordance with the rules of those unions as at 12 February 1999, shall not be eligible for membership under sub-rules (a), (b), (c), (d), (e), (f), (g) and (h).

(ii) Notwithstanding anything else in this sub rule, nothing in this sub rule is taken to make eligible to be a member of the Union any person engaged as a boilermaker or sheet metal worker who is eligible to be a member of the Automotive, Food, Metal, Engineering, Printing and Kindred Industries Union in accordance with that union's rules as at 1 July 1998.

(iii) Persons eligible to be members of the Shop, Distributive & Allied Employees Association shall not be eligible for membership under sub rules (a), (b), (g) and (h) of this sub rule.

(iv) For the purposes of this subclause contract companies means companies which provide services pursuant to contracts or arrangements with a principal or principals or persons or organisations which sub-contract such work to those companies on behalf of principals.

(j) All persons employed by owners or operators of convention centres and/or exhibition halls throughout the State of Queensland.

(k) Notwithstanding anything else in these rules, nothing in Part Q herein shall render eligible for membership of the Union any person eligible for membership of the Construction, Forestry, Mining and Energy Union as at the 12 February 1999.

PART R

(33) All persons engaged as professional netball players participating in the Commonwealth Bank Trophy (or equivalent) and/or for Netball Australia as an Australian Squad member.

(34) All persons engaged as professional basketball players participating in the Women's National Basketball League and the Australian Women's Basketball Team.

RULE 6 - DESCRIPTION OF INDUSTRY

The industries in or in connection with which the Union is formed are those of:

PART A

(1) Without limiting any provisions of other sub-rules hereof the industries of the employment of every bona fide worker, male or female, engaged in manual or mental labour in or in connection with any of the following industries or callings, namely:

Pastoral, agricultural, farming, horticultural, including the growing, picking and packing of edible fungi, viticultural (which includes employees in wineries), dairying, poultry farming, fruit growing, sugar growing, cane cutting, milling and refining, the handling and loading and storage for export and home consumption of grain, seed and manufactured sugar, the growing, cutting, production, processing and treatment of tea, flax and tobacco, rabbit trapping, timber and sawmilling, afforestation and silviculture, the manufacture of masonite and/or caneite and all operations incidental thereto, meat preserving and meat trade generally, road making, water and sewerage, railway construction work, all persons (except persons eligible to be members of The Federated Engine Drivers' and Firemen's Association of Australasia in Queensland) other than tradesmen and welders engaged in or in connection with the construction of pipelines used in or in connection with the extraction and transmission of hydrocarbons, solids, slurries and similar substances, manufacture or preparation, applying, laying or fixing of bitumen emulsion, asphalt emulsion, bitumen or asphalt preparations, hot pre-mixed asphalt, cold paved asphalt and mastic asphalt, (other than tar paving or asphalt work within the external alignment of buildings not incidental to or part of civil engineering works), metalliferous mining, smelting, reducing and refining of ores, the production and harvesting of salt, gypsum procurement, dredging or sluicing work, mining for brown coal, including the extraction of the by-products; the search and/or drilling for hydrocarbons, the production, processing and transmission of hydrocarbons, the prospecting, surveying, exploration and drilling for minerals and metals (except as to members of organizations in the shipping industry); the manufacture of briquettes and the distillation of oils, timber getting for mining purposes, stone quarrying, land surveying, fish cleaning, net making, fish trawling, fish purse seining or polling, fish farming, fishing activity, marine farming, aquiculture, pisciculture, mariculture, cultivation of live sea and freshwater products, breeding or spawning of fish and hatching of fish or marine products whether in or from the sea, rivers, dams, tanks, ponds, underwater cages, acquariums or other water source, holding,

containing, penning or harvesting of live fish or marine products or marine vegetation, cleaning, purging, flushing, packing, freezing, processing, preserving, smoking, treatment or marketing of fish or marine products, cultivation, culling or treatment of oysters, oyster leases or oyster farms, treatment of whales and by-products, manufacture of copper bars, rods and wire, the manufacture of cables and the process of covering or insulating cables, the production or manufacture of aluminium for use as a raw material in the manufacture of articles, the construction, maintenance and conduct of the Commonwealth Railways and all kinds of general labour, the manufacture of soap and candles, of butterine and margarine, of preparation and packing of crisps and extrusions including from but not limited to, potatoes and cereals, and nut foods, of drugs (other than the milling thereof), of chemicals and gases, of blue, of toys (other than sheet metal), the manufacture and milling of paper, the extraction and refining of vegetable oils, tea packing, the dehydration of vegetables and fruit, laundries, persons employed or competent to be employed as Hairdressers, Barbers, Wigmakers, Hairworkers, and their assistants (other than Examiners or Hairdressing and Apprenticeship Supervisors) and all employees in and in connection with Beauty Parlours, and receptionists employed in connection therewith, but excluding persons engaged in the sale of goods and in the manufacture of beauty preparations, fire brigades, including that of permanent, and firemen under Boards of Fire Commissioners, boring for water or oil or refining such oil or the extraction of the oil products, the production of charcoal, ginners, stackers, feeders, branders, oil refiners, moulders and labourers in the cotton industry, the destruction of prickly pear or of noxious weeds and vegetation or the treatment of products thereof and the eradication of pests and vermin; the treatment of prickly pear or of the products thereof, the manufacture of cement and cement articles and/or the operation of concrete batching plants, the manufacture of fibrolite articles, manufacture of fibre cement and/or asbestos cement products, the formation and maintenance of racecourse tracks, golf links, bowling greens and tennis courts and of all gardens, lawns and greens in connection therewith, ski instructors, employees engaged at chair lifts, T-bars and ski runs either snow or grass, persons employed in or about the Newcastle Iron and Steel Works or any works directly subsidiary thereto, or in any quarry or mine or other industrial establishment where the work done is wholly or mainly the supply of materials incidental to the manufacture of iron and steel at the Newcastle Iron and Steel Works other than those employees who are engaged as foremen or staff employees, persons employed in and about the works of the following companies at Port Kembla - namely: Metal Manufactures Limited, Electrolytic Refining and Smelting Company of Australia Limited, and Australian Fertilizers Limited, excepting, in the case of each company, staff employees, blacksmiths, boilermakers, bricklayers, carpenters, electricians (including electrical fitters and linesmen), engine drivers (including crane or winch drivers, firemen, motor drivers or attendants, dynamo attendants, greasers, trimmers and cleaners), engineers, (including drillers, fitters, machinists, pipe fitters and turners), moulders, painters, plumbers, storemen and packers within the jurisdiction of the Storemen and Packers' General (State) Conciliation Committee, rubber workers, motor-waggon drivers, riggers, strikers and assistants to the following class of tradesmen - namely: boilermakers blacksmiths, engineers (including electrical engineers), moulders, coppersmiths, sheet-iron workers, plumbers, springmakers, electricians, motor mechanics and any other mechanics engaged in the iron, steel and metal industries; fellmongering, woolsorting and woolscouring and basil tanning; undertaking and burial. Provided, however, that notwithstanding the foregoing, persons employed in:

(a) the manufacture of masonite and/or caneite and all operations incidental thereto,

(b) the manufacture or preparation of bitumen emulsion, asphalt emulsion, bitumen or asphalt preparations, hot mixed asphalt, cold paved asphalt and mastic asphalt,

(c) the treatment of whales and by-products,

(d) the manufacture of cables and the process of covering or insulating cables,

(e) the production or manufacture of aluminium for use as a raw material in the manufacture of articles,

(f) the dehydration of vegetables and fruit,

(g) the production of charcoal,

who are eligible to be members of The Federated Engine Drivers' and Firemen's Association of Australasia, or the Transport Workers' Union of Australia, and in respect to the dehydration of vegetables and fruit, persons employed in:

(a) the State of Tasmania,

(b) the States of New South Wales, Victoria and South Australia other than the dehydration of vegetables and fruit, which is performed actually on dried fruit and vine fruit blocks or dehydration plants erected in dried fruits packing establishments situated in recognised dried fruit areas and other than dehydration establishments in the Murrumbidgee Irrigation Area and in the Young and Batlow districts, except employees of the Batlow Co-Operative Co. Ltd, who are eligible to be members of the Food Preservers Union of Australia,

shall not be eligible for membership pursuant to this Part.

(2) Without limiting the generality of the foregoing or being limited in any way by the foregoing the industry of or calling of horse training and/or horse racing.

(3) Without limiting the generality of the foregoing or being limited in any way by the foregoing the industry or calling of either or both catering and cleaning for or at premises provided for persons working in or in connection with any of the industries described in the other paragraphs of this Rule 5 except in the Northern Territory provided that this exception shall not apply to the industry or calling of:

the search and/or drilling for hydrocarbons, the production, processing and transmission of hydrocarbons; and

the construction of pipelines used in or in connection with the extraction and transmission of hydrocarbons, solids, slurries and similar substances.

(4) Without limiting the generality of any other provisions of this Rule or being limited in any way thereby, the industries or callings of:

(a) Landscaping, (other than in the Northern Territory);

(b) Builders labourers in that area of Queensland situated north of a line commencing at the sea coast with the 22nd parallel of south latitude, thence by that parallel of latitude due west to 147 degrees of east longitude thence by that meridian of longitude due south to 22 degrees 30 minutes of south latitude, thence by that parallel of latitude due west to the western border of the State.

(c) The construction, repair maintenance or demolition of:

(i) Civil and/or mechanical engineering projects.

(ii) Power transmission, light, television, radio, communication, radar, navigation, observation towers or structures.

(iii) Power houses, chemical plants, hydrocarbons and/or oil treatment plants or refineries.

(iv) Silos, excepting grain silos in Tasmania, South Australia, Western Australia and that area of Queensland not included in paragraph 4(b) above.

(v) Sports and/or entertainment complexes.

(vi) Car parks excepting car park buildings and car parks within the alignment of a building.

Subject to other paragraphs of this Rule, nothing in paragraph 4(c) shall render eligible to join the Union any building tradesman; or, except in the area specified in paragraph 4(b) any builders labourer or plumbers labourer employed on a building or building- type structure which is for the purpose of housing persons, goods or workshop equipment (other than mechanical or electrical plant).

Provided that paragraph (c) of this subrule shall have no operation within the Northern Territory.

PART B

(5) Without limiting the generality of the foregoing or being limited in any way by the foregoing, the industry of Engineering.

PART C

(6) Without limiting the generality of the foregoing or being limited in any way by the foregoing, the industries or the employment of an unlimited number of persons being:

(a) Persons employed or usually employed in the Public Service of the Commonwealth, or in private industry, in the manufacture, preparation, storage or delivery of ammunition (including sporting and military), cordite, explosives (including commercial and military), arms (including sporting and military), and munitions, or work incidental thereto throughout the Commonwealth.

(b) All workers in wire, employees in or about wire netting or other wire workers, employees engaged in the manufacture of metal wire or of any article or articles made therefrom. Employees engaged in the process of galvanising or tinning articles of wire or any form of metal, and in the processing leading up to the preparation of such tinning or galvanising and all workers engaged in tubular gate making.

(c) All assistants and all labourers, general or special, engaged in connection with the work of boilermakers, blacksmiths, engineers (including electrical engineers), moulders, coppersmiths, sheet- iron workers, plumbers, springmakers, electricians, motor mechanics and any other mechanics engaged in the iron, steel and metal industries.

(d) Dressers, grinders, drillers on stationary machines, furnacemen (including forge furnacemen), pipe moulders, tool storemen, and all labourers, general or special, engaged in the iron, steel and metal industries, or engaged in the cast-iron, pipemaking industry, steel locking bar pipe industry, riggers and scaffolders (other than riggers on ships and riggers and scaffolders employed in shipyards, dockyards and in building operations on buildings), machinists (excepting operators of punching, shearing, rivetting, rolling, bending, angle or plate straightening, nipping and notching machines, and smith machines), and all assistants to mechanics, and labourers general or special, employed in constructional shops in industries referred to in subrule (6) of this Rule in or in connection with which this Union is registered as an organisation.

(e) Machinists engaged in the steel locking bar pipe-making industry. All persons employed in the iron, steel and tin plate rolling industries. All persons employed in the manufacture of galvanised iron, in the manufacture and/or rolling of brass, copper and aluminium and other non-ferrous metals and in the process of lining and/or covering pipes with bitumen, and all persons employed in the achine horseshoe-making industry and in the reinforced steel industry carried out in workshops or foundries.

(f) Persons engaged in a repetition or specialised process of the production of or assembling of machine parts or metallic articles. Persons engaged in a repetition or specialised process for the production of plastic moulding. Persons engaged in the assembling of motor chasses, bumper bars, motor accessories and the like and employees including labourers, engaged as assistants in the manufacture of such articles and/or accessories and the like excepting assemblers of engines, engineers, fitters, turners, planers, shapers, slotters, millers and motor mechanics. Operators of metal spraying machines and labourers employed directly or indirectly as assisting such workers. All employees other than tradesmen engaged in the erection of television antennae excepting that those persons including tradesmen who are eligible for membership of the Union pursuant to subrule(5) shall remain eligible for membership of the Union.

(g) All classes of employees which are referred to in the preceeding paragraphs (a), (b), (c), (d), (e) and (f), engaged in or in connection with the industries of ship-building and ship repairing or engaged in or in connection with the work of foundries, together with such other persons, whether employees in any industrial pursuit or pursuits or not, who may have been appointed Officers of the Union and admitted as members thereof provided that no boilermaker, blacksmith, engineer, electrician, moulder (other than pipe moulder), coppersmith, sheet metal worker, tinsmith, canister maker, plumber or springmaker shall be eligible to become a member of this Union, pursuant to this Part.

(h) Persons employed or usually employed in connection with the Artificial Manures, Fertilizers, Acids, Alkalis and Chemical Industries.

PART D

(7) Notwithstanding anything else in this Rule and without being limited by any other part of this Rule or limiting any other part of this Rule, the Carpentry and Joinery Industry including, in the port of Sydney (excluding Garden Island) in the State of New South Wales and in the State of South Australia, the industry of ships carpentry and/or joinery; and

PART E

(8) Notwithstanding anything else in this Rule and without being limited by any other part of this Rule or limiting any other part of this Rule in South Australia the industry of brushmaking; and

PART F

(9) Notwithstanding anything else in this Rule and without being limited by any other part of this Rule or limiting any other part of this Rule, the Rope and Cordage Industry.

PART G

(10) Notwithstanding anything else in this Rule and without being limited by any other provision of this Rule or limiting any other provisions of this Rule, the glass industry.

PART H

(11) Notwithstanding anything else in this rule, and without being limited by any other provision of this rule and without limiting any other provision of this rule, persons employed as entertainment industry products employees and operators employed by Sony Music Australia Limited and Entertainment Distributors Company Limited at their premises at Huntingwood Estate, Eastern Creek in the State of New South Wales are eligible for membership of the Union.

PART I

(12) Notwithstanding anything else in this rule and without being limited by any other provision of this rule and without limiting any other provision of this rule, persons employed by Auschar Operations Pty. Limited to operate, control and/or maintain its Traralgon plant in the La Trobe Valley in the State of Victoria shall be eligible for membership of the Union.

PART J

(13) Notwithstanding anything else in this rule and without being limited by any other part of this rule and without limiting any other part of this rule, the industry of

(a) all salaried members of the staffs of gas companies throughout the Commonwealth of Australia excepting:

(i) general managers (other than in the case of the South Australian Gas Company and its subsidiaries);

(ii) chief executive officers (being officers who are in effect General Managers but not so designated) [other than in the case of the South Australian Gas Company and its subsidiaries]; and

(iii) tradesmen (not being foremen) who from day to day use tools of trade other than for the purpose of demonstrating their use or in cases of emergency;

(b) in addition to, and without detracting from the generality of the coverage conferred by paragraph (a) of this sub-rule, all persons who are employed by gas companies throughout the Commonwealth of Australia either wholly or substantially in professional, technical, clerical, marketing or supervisory capacities;

(c) any other persons who may be elected officers of the Union or a branch thereof;

(d) Provided that nothing in this Rule shall confer eligibility for membership on salaried employees of CSR Limited employed at a yearly rate of pay in the company including such employees who are either on loan to or on secondment to any subsidiary or any associated company of CSR Limited.

(e) Provided further that nothing in this Rule shall confer eligibility upon a person employed by a person, firm, company, board, trust, body corporate. local government authority or statutory body (whether or not representing the Crown) which is -

(i) engaged in the exploration for hydrocarbons (other than the Gas & Fuel Corporation of Victoria and the South Australia Gas Company, and their subsidiaries);

(ii) engaged in the extraction of hydrocarbons and/or processing in or in connexion with the extraction process;

(iii) engaged in providing services to other entities which are engaged in activities set out in sub-paragraphs (i) or (ii) of this paragraph including the provision of prospecting, maritime, seismic survey, drilling, construction, catering, diving, technical and maintenance services; and/or

(iv) engaged in transmission of hydrocarbons by pipeline from the location of activities described in sub-paragraph (ii) of this paragraph and which supplies such hydrocarbons to another entity for refining, reticulation, power generation or other industrial or commercial use other than the transmission of gas by a gas company for reticulation and who is engaged in or in connexion with any of the activities described in sub-paragraphs (i) - (iv) above.

(f) in these rules, the following definitions shall apply;

"Gas Companies", without limiting the generality of the words, includes any person, firm, company, board, trust, body corporate, local government authority or statutory body (whether or not representing the Crown) engaged in or in connexion with:

(i) the exploration for, production, sale, marketing or distribution of town gas either alone or in conjunction with any other substance within the Commonwealth of Australia; or

(ii) the handling, conveying, carrying or transportation by means of pipeline or otherwise, of town gas either alone or in conjunction with any other substance within the Commonwealth of Australia.

But does not include the State Energy Commission of Western Australia, its subsidiaries, or its public body successors who are within the Statutory Corporation or Municipal Industry.

But does not include employees of the Australian Government or employees of Statutory Authorities of the Australian Government.

"Town Gas", wherever used herein shall be deemed to include carburetted water gas, coal gas, producer gas, refinery gas, reformed liquified petroleum gas, reformed refinery gas, tempered liquid petroleum gas, water gas, synthetic natural gas, liquified natural gas, reformed natural gas, tempered natural gas, bio-gas and a mixture of two or more such gases.

The gases hereby included in the definition are defined as under:

"Carburetted Water Gas" is flammable gas produced by the interaction of steam and hot coke and which has had its heating power increased by the admixture of a gas.

"Coal Gas" includes all flammable gases produced by the thermal treatment of coal.

"Liquified Petroleum Gas" is a mixture composed substantially of C3 or C4 hydrocarbons or both of them either in a liquid or a gaseous state.

"Natural Gas" is a gaseous material containing hydrocarbons and obtained from bore holes or from crude oil otherwise than by thermal or catalytic process.

"Oil Gas" is gas manufactured from petroleum or other oil by thermal, catalytic or other process but not including liquified petroleum gas.

"Producer Gas" is gas manufactured by the action of air on hot coke.

"Refinery Gas" is the residual gas produced at a refinery and left over after all normally useable products (including liquified petroleum gas) have been made or extracted from the crude or feed stock.

"Tempered Liquid Petroleum Gas" is gas manufactured by mixing liquified petroleum gas with air.

"Water Gas" is gas manufactured by the action of steam on hot coke.

"Liquified Natural Gas" is natural gas as defined above when liquified by the action of increased pressure or reduced temperature or both.

"Reformed Natural Gas" is gas produced by thermal, catalytic or other processing of refinery gas.

"Tempered Natural Gas" is gas manufactured by mixing natural gas with air.

"Reformed Refinery Gas" is gas produced by thermal, catalytic or other processing of refinery gas.

"Bio-gas" is any hydrocarbon containing gas produced by biological action on an organic substrate.

"Reformed Liquified Petroleum Gas" is gas produced by thermal, catalytic or other processing of liquified petroleum gas.

"Synthetic Natural Gas" is gas manufactured by mixing liquified petroleum gas with air or a gas manufactured to have the same combustion quality as natural gas.

Notwithstanding the foregoing Rule, the Industry in connexion with which the Federation is formed excludes persons employed in, about or in connexion with a coal or shale mine and employed by the owner or operator or a subsidiary or related company thereof.

PART K

(14) Notwithstanding anything else in this rule and without being limited by any other part of this rule or limiting any other part of this rule, in or in connection with the industry of preparation, manufacture, processing and packaging of tobacco, cigarettes, cigars and allied products in the States of New South Wales and Victoria.

PART L

(15) Notwithstanding any other provision of this Rule, nothing in any one part of this Rule limits the description of industries in or in connection with which the Union is registered pursuant to any other part of this Rule.

(16) This industry Rule in so far as it adopts the industry Rule of the Australasian Society of Engineers prior to amalgamation with The Federated Ironworkers' Association of Australia shall be construed as if it is the industry Rule of the Australasian Society of Engineers prior to amalgamation and shall be treated as standing alone and separate from the remaining parts of the industry Rule.

PART M

(17) Notwithstanding anything else in this Rule and without being limited by any other provisions of this Rule and without limiting any other provision of this Rule, all persons employed or to be employed by Luna Park Amusements Pty Limited at Luna Park in Sydney in the State of New South Wales with the exception of those persons solely or principally employed as performers are eligible for membership of the union.

PART N

(18) Without limiting anything else in Rule 5 Parts A to M inclusive, and without being limited thereby, the following persons shall be eligible to be members of the Union:

(a) (1) All persons employed by the owners and/or operators of Olympic venues other than:

(i) persons engaged in the preparation and/or sale of food and/or snacks and/or beverages;

(ii) security officers;

(iii) child care workers;

(iv) persons employed in or by accomodation services associated with Olympic venues;

(v) persons employed in drug testing units associated with Olympic venues or events;

(vi) persons employed in cleaning (other than those employees subject to Part P(31)(3) of Rule 6).

(2) Provided that the Australian Liquor, Hospitality and Miscellaneous Workers' Union shall have the exclusive right to represent all employees engaged by contract companies to provide any of the following services at Olympic venues: food and beverage; catering; cleaning (other than those employees subject to the provisions of Part P(31)(3) of Rule 6); security; gardening; parking; and child care.

(3) Provided that the Union shall not have the eligibility to cover persons who are eligible to be members of the Australian Rail, Tram and Bus Industry Union employed by the owners and/or operators of rail and bus services to/from or at the Olympic venues.

(4) Provided that the Union shall not have the eligibility to cover persons employed in or in connection with motion picture, film, video and television production, broadcasting and live theatre who are eligible for membership of the Media Entertainment and Arts Alliance Rule 4, Eligibility for Membership, Part B;

(5) Provided that the Union shall not have the eligibility to cover persons employed in the public service of New South Wales;

(6) For the purposes; of this subclause, Olympic venues means those venues described in the Homebush Bay Master Plan and includes the Olympian Equestrian Centre, the Sydney International Aquatic and Athletic Centre, the Stadium Australia, the Sydney Super Dome; N.S.W. Tennis Centre; and the State Sports Centre and associated facilities.

(b) (1) All persons employed by the Sydney Olympic Games Organising Committee in its capacity as an employer of persons working during the Sydney 2000 Olympics in August-September 2000, for a period of 60 days other than the following:

(i) persons engaged in the preparation and/or sale of food and/or snacks and/or beverages;

(ii) security officers;

(iii) persons employed in or by accommodation services associated with Olympic venues;

(iv) persons employed in drug testing units associated with Olympic venues, or events;

(v) cleaning workers;

(vi) child care workers;

(vii) gardening workers;

(viii) parking attendants;

(ix) persons employed as journalists, performers, film/television and video production staff and live theatre crews.

(2) Provided that the Australian Liquor, Hospitality and Miscellaneous Workers' Union shall have the exclusive right to represent all employees engaged by contract companies to provide any of the following services at Olympic venues: food and beverage; catering; cleaning; security; gardening; parking; and child care.

(3) Provided that this rule shall cease to apply from 1 January 2001.

(c) All persons employed by Event Services Pty Ltd who are engaged at Homebush Bay Showground and/or engaged in services directly provided in association with events at the Homebush Bay Showground and/or engaged at Eastern Creek Equestrian Centre other than persons employed by Event Services Pty Ltd who are primarily engaged in the sale and/or preparation of food and/or snacks and/or beverages which are produced and/or sold to or for the public, at Homebush Bay Showground and the Eastern Creek Equestrian Centre;

(d) (1) All persons employed in theme parks in Queensland other than:

(i) persons employed by contract food and/or snacks and/or beverages and/or catering and/or cleaning and/or security and/or gardening and/or parking and/or child care companies who are eligible to be members of the Australian Liquor Hospitality and Miscellaneous Workers Union in accordance with the rules of that Union as at 6 September 2000;

(2) For the purposes of this subclause contract companies means companies which provide such services pursuant to contracts or arrangements with a principal or principals or persons or organisations which sub-contract such work to those companies on behalf of principals.

(3) Theme park shall mean any amusement park offering theme attractions such as rides (whether indoors or outdoors or both) for the entertainment of the public, which is of a substantial size but does not include:

(1) zoos,

(2) aquariums,

(3) entertainment or sporting or educational venues or centres or facilities owned, funded or operated by the Commonwealth or by the Crown in right of a State or Territory or by any person, firm, board, trust, company or corporation employing persons on behalf of the Government of a State or Territory.

(e) (1) All persons employed in theme parks other than:

(i) All persons employed at:

(1) Sovereign Hill, Ballarat;

(2) Australia's Wonderland;

(3) Old Sydney Town; and

(4) Essendon Airport.

(ii) All persons employed directly or by contract in the preparation and/or sale of food and/or snacks and/or beverages and/or catering and/or cleaning and/or security and/or gardening and/or parking and/or child care companies who are eligible to be members of the Australian Liquor Hospitality and Miscellaneous Workers Union in accordance with the rules of that Union as at 6 September 2000;

(iii) Without limiting the foregoing, all persons employed directly or by contract companies who are eligible to be members of the Australian Liquor, Hospitality and Miscellaneous Workers' Union in accordance with the rules of that Union as at 6 September 2000.

(2) Theme park shall mean any amusement park offering theme attractions such as rides (whether indoors or outdoors or both) for the entertainment of the public, which is of a substantial size but does not include:

(i) Zoos,

(ii) Aquariums,

(iii) entertainment or sporting or educational venues or centres or facilities owned, funded or operated by the Commonwealth or by the Crown in right of a State or Territory or by any person, firm, board, trust, company or corporation employing persons on behalf of the Government of a State or Territory.

(3) For the purposes of this subclause contract companies means companies which provide such services pursuant to contracts or arrangements with a principal or principals or persons or organisations which sub-contract such work to those companies on behalf of principals.

(f) (1) All persons employed by owners or operators of indoor and outdoor family theme parks/amusement centres/amusement arcades including but not limited to persons employed by Village Nine Leisure Companies, Avel Pty. Ltd. and Sega Ozisoft Pty. Ltd. other than:

(i) Persons employed:

(1) at Sovereign Hill, Ballarat;

(2) at Australia's Wonderland;

(3) at Old Sydney Town;

(4) at Essendon Airport;

(5) by Greater Union companies excluding Kidsports and Fun and Games;

(6) by employers respondent to the Showmen's Guild Award at 30 May, 1997; and

(7) at Magic Mountain (Adelaide);

(ii) All persons employed by directly or by contract food and beverage and/or catering and/or cleaning and/or security and/or gardening and/or parking and/or child care companies who are eligible to be members of the Australian Liquor Hospitality and Miscellaneous Workers Union in accordance with the Rules of that Union as at 6 September 2000.

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(iii) For the purposes of this sub-rule contract companies means companies which provide such services pursuant to contracts or arrangements with a principal or principals or persons or organisations which sub-contract such work to those companies on behalf of principals.

(iv) all persons employed as performers.

(2) Theme park shall mean any amusement park offering theme attractions such as rides (whether indoors or outdoors or both) for the entertainment of the public, which is of a substantial size but does not include:

(i) zoos,

(ii) aquariums,

(iii) entertainment or sporting or educational venues or centres or facilities owned, funded or operated by the Commonwealth or by the Crown in right of a State or Territory or by any person, firm, board, trust, company or corporation employing persons on behalf of the Government of a State or Territory.

(g) All persons employed as administrative staff (officials) in the thoroughbred, harness and greyhound racing industries.

(h) All persons employed by owners or operators of ten pin bowling and squash centres:

(i) except for all persons employed by contract food and beverage catering and/or cleaning and/or security and/or gardening and/or parking and/or child care companies who are eligible to be members of the Australian Liquor Hospitality and Miscellaneous Workers Union in accordance with the Rules of that Union as at 6 September 2000.

(ii) For the purposes of this subclause contract companies means companies which provide such services pursuant to contracts or arrangements with a principal or principals or persons or organisations which sub-contract such work to those companies on behalf of principals;

(iii) except persons employed in the Northern Territory.

(i) (i) Persons employed by contract companies who are eligible to be members of the Automotive, Food, Metal, Engineering, Printing and Kindred Industries Union and Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union in accordance with the rules of those unions as at 12 February 1999, shall not be eligible for membership under sub-rules (a), (b), (c), (d), (e), (f), (g) and (h).

(ii) Notwithstanding anything else in this sub rule, nothing in this sub rule is taken to make eligible to be a member of the Union any person engaged as a boilermaker or sheet metal worker who is eligible to be a member of the Automotive, Food, Metal, Engineering, Printing and Kindred Industries Union in accordance with that union's rules as at 1 July 1998.

(iii) Persons eligible to be members of the Shop, Distributive & Allied Employees Association shall not be eligible for membership under sub rules (a), (b), (g) and (h) of this sub rule.

(iv) For the purposes of this subclause contract companies means companies which provide services pursuant to contracts or arrangements with a principal or principals or persons or organisations which sub-contract such work to those companies on behalf of principals.

(j) All persons employed by owners or operators of convention centres and/or exhibition halls throughout the State of Queensland.

(k) Notwithstanding anything else in these rules, nothing in Part N herein shall render eligible for membership of the Union any person eligible for membership of the Construction, Forestry, Mining and Energy Union as at the 12 February 1999.

PART O

(19) (a) Without limiting the generality of any other provisions of these Rules or being limited in any way thereby, all persons other than clerical employees and craftsmen (but including cooks) employed in or about or in connection with or incidental to the industries or operations of hotels, clubs, casinos, motels, boarding houses, hostels, serviced rooms or flats, residential colleges, cafes, restaurants, catering establishments, resorts, and operations of a like or similar nature including tourism accommodation in Queensland outside the South Eastern Division of Queensland.

(b) All employees who are employed in or in connection with the conduct of Hamilton Island and Dent Island as part of the Island Tourist Resort Industry other than employees of the Crown, Teachers, Registered Nurses, Musicians, Masters and Engineers who are members of the Australian Institute of Marine and Power Engineers Union of Employees, Queensland District, and the Merchant Service Guild of Australia and the employees of contractors and/or subcontractors employed on the mainland and performing work on Hamilton Island and Dent Island from time to time except where such employees are already eligible for membership of the Union under these rules.

(c) All employees who are employed in or in connection with the conduct of Tourism Resorts situated on Islands off the coast of Queensland, north of the 24 degrees 30 minutes of south latitude, as part of the Island Tourist Resort Industry, other than employees of employers (contractors and/or subcontractors) whose principal business is the provision of services on a contract basis on the mainland, and where those services are provided to a Resort on an Offshore Island except where such employees are already eligible for membership of the Union under these Rules.

(d) All employees employed at Palm Royal Resort, Cairns.

(e) All employees employed in or in connection with the operations of Offshore Island Resorts employed on Fraser Island in the State of Queensland.

(f) All persons employed north of 22 degrees south latitude in or in connection with the operations and conduct of Daikyo (North Queensland) Pty Ltd, Reef Management Pty Ltd, Pacific Growth Investments Pty Ltd, Cairns Marine Terminal, Daikyo Real Estate Pty Ltd, Cairns Peninsula Hotels Pty Ltd, and Daikyo Development Pty Ltd, and employed by one of the above mentioned companies, save and except that nothing in this sub-rule shall make eligible for membership except where such employees are already eligible for membership of the Union under these Rules:-

(i) any person who is employed as a Marine Engineer (however described) who is eligible to be a member of the Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District; or

(ii) any person employed as a master, mate, marine engineer, principal in charge or launch master, who is, or is eligible to be, a member of the Merchant Service Guild of Australia, Queensland Branch, Union of Employees; or

(iii) any person employed by a bona fide building and/or construction, and/or electrical and/or plumbing contractor or subcontractor.

(g) For the purpose of this subclause the South Eastern Division of Queensland shall mean the area within the following boundaries in the State of Queensland commencing at Point Danger and bounded thence by the southern boundary of the state westerly to 151 degrees of east longitude, thence by that meridian of longitude bearing true north to 24 degrees 30 minutes of south latitude thence by that parallel of latitude bearing true east to the sea coast, and thence by the sea coast southerly to the point of commencement in the South Eastern Division of Queensland excluding Fraser Island.

RULE 6A - ADDITIONAL ELIGIBILITY FOR ADMISSION TO MEMBERSHIP IN THE STATE OF QUEENSLAND

(1) Notwithstanding Rules 5 and 6, and without limiting the generality of those rules, this Rule 6A does not apply outside the State of Queensland.

(2) This Rule 6A applies subject to any Queensland State demarcation order or a demarcation undertaking or agreement (however described) in relation to the class of employees to which that demarcation undertaking or agreement (however described) applies.

(3) Only within this Rule 6A the following definitions apply:

a. “Agriculture” shall mean all work usually carried on or in connection with a farm, and shall be deemed to include market gardening, threshing grain, chaff cutting, corn crushing, compressing hay, straw, and fodder stacking, loading or unloading grain, all work on a sugar plantation or farm or sugar mill or refinery.

b. “Bona fide Worker” means any employee, male or female, engaged in manual or mental labour in or in connection with any of the industries mentioned in Rule 6A(4) hereof.

c. “Dairying industry” shall mean any work usually carried on in connection with a dairy farm, butter factory, cheese factory, creamery, milk preserving or condensing factory.

d. “Fruit growing” shall be deemed to mean fruit growing and all work carried on in connection with fruit farms and orchards.

e. “Viticulture” shall mean all work carried on in or in connection with vineyards and all work connected with the preparation of the product of such vineyards for market, including manufacture of wine.

f. “Timber and Sawmilling Industry” shall mean any work carried on in connection with sawmills, timber yards, box and case factories, sawmakers’ shops, and including hewers, splitters, firewood, and mining timber getters, and the preparation of woodwork for joiners, carpenters, implement makers, coachbuilders, car and wagon builders; and the felling and preparation of railway piles, transoms, girders and sleepers, felling and preparation of bridge, wharf and pier piles, transoms, girders and decking.

(4) Subject to this Rule 6A every bona fide worker male or female, engaged in manual or mental labour in or in connection with any of the following industries or callings namely:

1. Pastoral.

2. Butter and Cheese Factories.

3. Creameries.

4. Milk Preserving or Condensing.

5. Cultivation of sugar.

6. Cane Cutting and harvesting including mechanical harvesting, mechanical loading, and mechanical transport.

7. Sugar Manufacturing, including sugar refining and all industry operations including the making of invert (other than tradesmen's work) and all work in or in connection with or incidental to the Sugar Manufacturing Industry generally, including all work (other than tradesmen's work) performed during slack seasons (that is during the period of the year between each year's crushing season when no sugar cane is being crushed) at, in, about or for Sugar Mills in the State, or in connection with the receiving, handling, storage, sampling, and maintenance of sugar and by-products of the Sugar Industry at bulk shipping terminals or installations, including the loading or unloading of all forms of bulk transportation.

8. Rabbit trapping.

9. Timber - which includes felling and preparation of railway piles, transoms, girders and sleepers, felling and preparation of bridge, wharf and pier piles, transoms, girders and decking - and sawmilling industry, which includes any work carried on in connection with sawmills, timber yards, box and case factories, sawmakers' shops, and including hewers, splitters, firewood and mining timber getters, and the preparation of woodwork for joiners, carpenters, implement makers, coach-builders, car and wagon builders, and the sanding of floors and/or woodwork.

10. All employees other than craftsmen engaged in the Veneer and Ply- making industry.

11. Meat Preserving, Meat trade generally.

12. Road Making including construction and/or maintenance and/or repair and all work in or in connection with or incidental thereto.

13. Water Supply construction and/or maintenance and/or repair and/or operation of and all work in or in connection with or incidental thereto. Sewerage construction and/or maintenance and/or repair and/or operation of and all work in or in connection with or incidental thereto.

14. Railway construction and/or Maintenance and/or repairs and all work in or in connection with or incidental thereto.

15. All labour other than craftsmen employed on in or in connection with or incidental to the construction and/or maintenance and/or repair and/or operation of State and/or Federal Public Works, and/or works for semi-governmental bodies (including Harbour Boards).

16. (i) Mining, smelting, reducing and/or refining of ores and/or concentrates and/or products, including persons engaged in metal and/or mineral exploration and development work and prospecting incidental to mining.

    (ii) Handling, mixing, and manufacture of all types of 'fracture', explosives and all work incidental thereto.

    (iii) All employees other than craftsmen engaged in or in connection with sampling, checking materials, handling for sampling purposes and all work incidental thereto at a mine site, loading facility or elsewhere of all materials.

    (iv) All employees other than tradesmen engaged in or in connection with or incidental to the receiving, handling, storage, sampling, maintenance, pumping, loading or unloading of Coal, Coke, Carbon and Carbon derivatives, Mineral Sands, Mineral Earths, Clays, Marine Oil, Ores and all concentrates in any form associated with mining and/or

smelting and/or reducing and/or refining and/or exploration, at all Terminals, Storage and Distribution areas.

16.A Mining of all clays (including all laminated clays, marine, oil, argillaceous or otherwise). The treatment of such clays. The distillation of such clays, including the processing and recovery of oil and all other by-products therefrom, and/or the manufacturing of products therefrom.

16.B Hydrocarbons including mining for and/or treatment of and/or smelting of and/or refining of and/or distillation of hydrocarbons; and the processing and/or recovery of oil and all other by-products therefrom.

16.C All employees engaged on work in or in connection with or incidental to the mining, treatment, storage, handling, piping and loading of phosphates, and exploration and development work incidental to mining phosphates.

16.D Notwithstanding any other provision of this Rule, the AWU does not have the right to enrol as members, employees of Mount Isa Mines Limited who are engaged in the following Divisions or Departments:-

(a) Engineering Division (except for employees engaged in Control Systems Maintenance Department);

(b) Surface Workshop Department of the Copper Stream and the Fans and Refrigeration Department of the Copper Stream.

17. All employees engaged in or in connection with or incidental to the construction and/or maintenance and/or repair and/or operation of local authority work or works.

18. All employees engaged in the construction and maintenance of tramways.

19. Shop Assistants, Motor Vehicle Salesmen and Van Salesmen.

20. Bridge Carpenters and all other labour employed in or in connection with or incidental to the construction and/or maintenance and/or repair and/or alteration and/or demolition of bridges, wharves, piers, jetties, dolphins, barrages and other similar or like structures.

21. All gas work employees other than craftsmen, and all employees other than craftsmen employed in the gas industry in or in connection with the production, sale and distribution of gas including refined and residual oil gas, and by-products of that industry and goods from the products of that industry including coke, tar, pitch-fuel, sulphate of ammonia and benzol, and the bottling, delivering, installing and maintaining of all or any types of gas including liquified petroleum gas, propane and butane gas used for hearing and lighting purposes, the installing and maintaining of all or any types of gas pipes, and in the production, piping, reticulation, distribution and sale of all or any types or forms of manufactured or natural gases.

22. Employees employed in quarries.

23. Ironworkers' assistants.

24. All kinds of general labour (including builders' labourers).

25. Agricultural pursuits including all work carried on or in connection with farms, also market gardening, chaff cutting, corn crushing, compressing hay, straw, and fodder stacking, loading and/or unloading grain.

26. Horticulture and all work in or in connection with the hiring out and incidental servicing of pot plants.

27. Viticulture (including all work carried on in or in connection with vineyards and all work connected with the preparation of produce of such vineyards for markets including manufacture of wine).

28. Fruit growing and all work carried on in connection with fruit farms and orchards.

29. Dairy farming.

30. Fish Cleaning.

31A. All persons other than craftsmen employed in or in connection with, incidental thereto, or in conjunction with racecourses (including Trotting and Dog Racing), showgrounds, sportsgrounds (including the construction and maintenance of racecourses, showgrounds and sportsgrounds), theme parks, tourist parks or farms, animal parks, marine animal parks, aquatic shows, aquariums, non-governmental exhibitions or museums (including industry or trade exhibitions or museums), industry displays or shows, safari tours, fishing expeditions, and any other operations of a like nature, and the operation of totalisators upon racecourses by employees (a) whose work is not wholly or principally that of a clerical nature, and (b) whose work is not that of any trade or calling to which an apprenticeship applies.

31B. All employees employed in any kind of amusement, whether outdoor or indoor, or in or about the theatres, halls, racecourses, sports, exhibition and agricultural shows, and in all aspects of Motion Picture Film Production including Producers, Directors, Production and/or Studio Unit Managers, Assistant Directors, Dialogue, and/or Commentary Writers, Script and/or Continuity Recordists, Location and/or Talent Scouts, Contact Men, Make-up Artists, Casting Directors, Art Directors, Chief Cameramen, Operative Cameramen, Special Effects and/or Process Cameramen, Title and/or Cartoon Cameramen, Camera, Dolly and/or Rotambulator Operators, Slate Operators, Studio Grip Men, Studio Mechanists, Chief Sound Engineers, Sound Engineers, Sound Recordists, Microphone Boom Operators, Sound “Mixers”, Film Editors, Film Cutters, Specialist Film Cutters, Film Librarians, Film Vault Keepers, Film Splicers, Laboratory and/or Studio Maintenance Men, Film Stock Keepers, Film Laboratory Manager, Film Laboratory Technical Supervisors, Film Laboratory Chemists, Film Printing Operators, Film By-Product Recovery Chemists, Film “Timers”, Film Cleaners and/or “Waxers”, Film Checkers, Laboratory and/or Studio Projectionists, Film Processors, Film Graders, Film “Dispatchers”, Film Packers, and Film Examiners together with such other persons, whether so employed or not, as have been elected officers of the Union and admitted members thereof.

32. Manufacture of cement including all work in or in connection with or incidental thereto.

33. Manufacture of cork boards and “Margarite”.

34. Net making.

35. Making or repairing bags of jute and hessian or such like material.

36. Rope and twine manufacture.

37. Manufacture of rubber.

38. Growing, cultivation, harvesting, production and manufacture of tobacco.

39. Fire Brigades, excepting any person employed in a full-time capacity by the Commissioner of Fire Services in the State of Queensland, who is eligible for membership of the United Firefighters’ Union of Australia, Union of Employees, Queensland such eligibility to be determined under Rule 5 of the Rules of the United Firefighters’ Union of Australia, Union of Employees, Queensland, as at 15 April 1994. This exception does not include persons employed under the Queensland Fire Service Maintenance and Service Employees Industrial Agreement.

40. Gardeners.

41. All labour other than craftsmen or Officers engaged in -

    All classes of Surveying (including hydrographic surveying);
    Forestry work;
    Fish trawling, crabbing, prawning and all fishing;
    Culture and harvesting (including sorting, bagging or packing, storing and despatching) of prawns or oysters.

42. All employees other than tradesmen engaged in or in connection with or incidental to the production, manufacture, and distribution of copper bars, rods, wire and other refined copper products; including rolling, drawing, standing, plastic extruding of covered conductors, sticking, pickling, shaving, annealing, coiling, binding, die polishing, in the process of production or manufacture.

43. All employees engaged as overlookers, classers, blenders, and sorters, or in the receiving, weighing branding and dispatch of wool in connection with the reclassing and resorting of wool in the State of Queensland.

44. All labour other than craftsmen engaged in the manufacture of concrete and reinforced concrete pipes and/or the making of concrete kerbing and channelling, concrete manhole covers, concrete paving slabs, concrete box drains and lids, concrete septic covers, concrete pig troughs or other concrete troughs used for farming and agricultural purposes, and all other concrete articles.

45. All employees engaged in Prisons throughout the State.

46. All employees engaged as Ginners, Stackers, Feeders, Branders, Oil Refiners, Moulders and Labourers in the Cotton Industry.

47. All employees other than craftsmen or engine drivers engaged in boring for oil or water or engaged in oil refining or the extraction of products thereof including the manufacture, processing and handling of petrochemicals, gases, carbon black and all other products and by-products of the petroleum industry.

48. Boat builders' labourers.

49. Domestic servants employed in the pastoral industry such as gardeners, chauffeurs, grooms, stablemen, kitchenmen, cooks, waitresses, laundresses, housemaids, nurse girls, and general servants.

50. Persons other than Tradesmen engaged in or in connection with the manufacture of Arms and/or Munitions.

All persons engaged in or in connection with the following:-

51. The production of charcoal.

52. The manufacture or preparation or applying or laying or fixing of bitumen emulsion, asphalt emulsion, bitumen or asphalt preparations, hot pre-mixed asphalt, cold paved asphalt and mastic asphalt (other than (a) in the Southern Division of Queensland, tarpaving in connection with building operations and/or asphalt work as specified above in connection with building operations, and (b) in the Northern and Mackay Divisions of Queensland, the work of building tradesmen on building operations).

53. All persons engaged on any operation in or in connection with or incidental to the handling, preparation, manufacture or repair of cables and all persons engaged on any operation in or in connection with or incidental to the process of covering or insulating cables.

54. All persons engaged in the manufacture of aluminium or aluminium articles and/or products incidental thereto.

55. Wineries.

56. The distillation of power alcohol and all labour incidental thereto.

57. All employees other than craftsmen engaged in or in connection with the manufacture of masonite and/or canite, and/or celetex, and/or gyprock, and/or other similar hardboards, and all work incidental thereto.

58. The dehydration of vegetables, fruit, meat and butter.

59. The manufacture of lead pencils and all employees engaged in the making of bituminous waterproof paper, paper felts and paper hessian.

60. The preserving and packing of fish.

61. The dry-egg industry.

62. Cultivation, harvesting and refining of rubber.

63. Manufacture of Rubber Goods including rubber boots and/or shoes and similar goods; motor tyres; tubes and repair materials; the laying in position of floors and/or wall facings of rubber and/or latex and/or plastics and/or similar materials; the repairing of motor car and motor cycle covers and tubes, including tread making, wrapping, buffing, vulcanising, use of sectional moulds, fitting of solid horse vehicle tyres; the manufacture of rubber mechanical goods, cutting washers, discs, valves, wringers, and rollers, and work of a similar nature in connection with the manufacture or repair of rubber goods, rubber mats; and other rubber goods.

64. Cultivation and harvesting of cotton.

65. Manufacture of toys and/or novelties.

66. All persons other than craftsmen employed on Poultry Farms and in Hatcheries.

67. Reclaiming and reconditioning wool and cotton waste.

68. Killing, cleaning and treating poultry at poultry abattoirs and all work incidental thereto.

69. The killing, skinning, treating, preserving and freezing and storage of rabbit meat, the preparation and curing of rabbit skins and all work incidental thereto.

70. The Dehydration of mutton and lamb and all work incidental thereto.

71. The reclaiming of tallow, dripping, and other fats and all work incidental thereto.

72. The reclaiming and reconditioning of rubber wastes and all work incidental thereto.

73. The manufacture of wooden holders for confectionery, frozen delicacies and similar articles.

74. Employees engaged in cleaning, preparing and making fireproof aeroplane tanks.

75. Persons engaged in the manufacture of fabricated building units.

76. Employees engaged in cultivation, harvesting, manufacture or preparation of arrowroot.

77. Employees engaged in cultivation, harvesting and/or preserving ginger.

78. Workers engaged in airgraphing, sorting, processing, packing mail matter and all labour incidental thereto.

79. Employees engaged in the calling of fumigation.

80. Employees engaged in the work of pest extermination.

81. Persons engaged in or in connection with the recovery of wax from sugar cane waste and other material.

82. Employees engaged in the manufacture of all classes of animal, fish or poultry foods, including protolick.

83. Employees engaged in or in connection with the treatment and processing of milk (including milk drying) and the manufacture of all milk products (including casein and cultured milk products).

84. Employees engaged in nut including peanut grading, shelling processing, manufacture of by-products and/or work incidental thereto.

85. Employees engaged in manufacture of macaroni, spaghetti, vermicelli, and similar products.

86. Employees engaged in the manufacture and distribution of all kinds of alcoholic and non-alcoholic beverages.

87. Bread Bakers and pastry cooks and all persons employed in or in connection with or incidental to the Baking and/or Pastrycooking Industry.

88. (a) All employees other than clerical employees and craftsmen (but including Cooks) employed in or about or in connection with or incidental to the industries or operations of hospitals, nursing homes, aged peoples' homes, garden settlements, hotels, clubs, casinos, motels, boarding houses, hostels, serviced rooms or flats, residential colleges, cafes, restaurants, catering establishments, and operations of a like or similar nature including tourist accommodation.

(b) All employees at the various hospitals throughout Queensland, provided that for the purposes of this paragraph (b) a hospital shall be considered to be a building or an institution for the reception, care, or treatment of persons who, from any cause are unable to support or provide for themselves, and are therefore, more or less, dependant on the help of others.

(ba) All employees (excluding such persons wholly engaged as Clerks) employed by the Queensland AIDS Council Incorporated.

(c) All employees who are employed in or in connection with the conduct of Hamilton Island and Dent Island as part of the Island Tourist Resort Industry, other than employees of the Crown, Teachers, Registered Nurses, Musicians, Masters and Engineers who are members of the Australian Institute of Marine and Power Engineers Union of Employees, Queensland District, and the Merchant Service Guild of Australia and the employees of contractors and/or subcontractors employed on the mainland and performing work on Hamilton Island and Dent Island from time to time.

(ca) All employees who are employed in or in connection with the conduct of Tourist Resorts situated on Islands off the coast of Queensland, north of 24 degrees 30 minutes of south latitude, as part of the Island Tourist Resort Industry, other than employees of employers (contractors and/or subcontractors) whose principal business is the provision of services on a contract basis on the mainland, and where those services are provided to a Resort on an Offshore Island except where such employees are already eligible for membership of the Union under these rules.

(cb) All employees employed at Palm Royale Resort, Cairns

(cc) All employees employed in or in connection with the operations of Offshore Island Resorts employed on Fraser Island in the State of Queensland.

(cd) All persons employed north of 22 degrees south latitude in or in connection with the operations and conduct of Daikyo (North Queensland) Pty Ltd, Reef Management Pty Ltd., Pacific Growth Investments Pty Ltd., Cairns Marine Terminal, Daikyo Real Estate Pty Ltd; Cairns Peninsula Hotels Pty Ltd and Daikyo Development Pty Ltd and employed by one of the above mentioned companies, save and except that nothing in this sub-rule shall make eligible for membership of the union:-

(i) any person who is employed as a Marine Engineer (however described) who is eligible to be a member of the Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District; or

(ii) any person employed as a master, mate, marine engineer, principal in charge or launch master, who is, or is eligible to be, a member of the Merchant Service Guild of Australia, Queensland Branch, Union of Employees; or

(iii) any person employed by a bona fide building and/or construction, and/or electrical and/or plumbing contractor or sub-contractor.

89. Employees engaged in or in connection with the transport of goods or passengers by road.

90. Employees engaged in or in connection with the manufacture of coke, paper board, concrete products, fibrocement products, ice, ice-cream, soap, washing soda crystals, mosquito coils, edible fungi and like products.

91. Laundry workers (including employees in laundries, laundrettes, laundromats, and other self service laundering establishments however nominated, and employees engaged in ironing services and similar types of services), dyers and cleaners.

92. Milk Distributors.

93. Storemen and packers and cold storage employees including the treatment and preservation of hides and skins.

94. Toll Collectors.

95. Employees engaged in or in connection with or incidental to the Salt Industry, including the preparation of areas for the subsequent drying of salt, pumping of brine, harvesting of salt, drying and refining of salt.

96. (i) All employees engaged in, at, or about silos.

    (ii) All employees engaged in or in connection with the receiving, handling, storage, sampling, and maintenance of all types of grain or seed at silos or other storage facilities, depots, and bulk shipping terminals and installations and all work incidental thereto, including all ancillary fumigation work, the loading or unloading of all forms of bulk transportation, and the treatment, bagging and stacking of grain or seed.

97. Employees engaged handling and packing waste paper and cardboard.

98. Barbers, hairworkers, hairdressers, wigmakers, beauticians, manicurists, employees engaged upon scalp treatment in hairdressers' salons or saloons, and callings incidental thereto.

99. Employees engaged in or in connection with the making of floral bouquets, emblems, wreaths, sprays (real or artificial), light shades, telephone decorations, sashlets, puffs, toilet novelties, raffia work, shoe trees, coat and dress hangers, or similar articles.

100. Employees engaged in the manufacture of all classes of bricks and pottery, including calcium silicate bricks and denaro bricks and all work incidental thereto.

101. Employees engaged in the work of lagging for the purpose of insulating against heat, cold and/or sound.

102. Employees engaged in the manufacture of asbestos and fireproof sheeting.

103. Employees engaged in the manufacture of slag wool.

104. Employees engaged in the manufacture of ceramic mosaic, marble mosaic and terrazzo blocks.

105. Employees employed on dredges, barges and tugs, and launches north of 25th parallel of south latitude.

106. Employees engaged in or in connection with the manufacture of wooden rules, rulers, measuring rules, yard sticks, foot rules and similar articles.

107. Employees engaged in the manufacture of clothing accessories including materials for linings, pocketings, bias bindings, piping and similar articles.

108. Employees engaged in the application and/or use of sealkote, semi- liquid asbestos compound.

109. Employees engaged in or in connection with (including work incidental to) the manufacture and/or processing of, scouring and dyeing, top making, yard spinning, weaving, mercerising, dyeing and/or bleaching and/or finishing of all fibres and materials including wool, cotton, silk, etc., worsteds, art silks, pure silks, silktex, flax, linen, ryon and all synthetic or artificial fibres yarns and materials, hosiery, felt from wool and all other fibres, textile furnishings, tapestries, braids, tassels, etc., carpets, rugs, mats, cotton and cotton wool (including cotton spinning, winding and doubling and weaving), wide and narrow fabrics (including printed fabrics, ribbons, tapes, name tags, bindings, trimmings), garnetting (including textile waste and flock), lace, embroidery, draft paper yarns and fabrics, sanitary pads and belts, making, repairing and/or mending any article used for human wear.

110. Employees engaged in or in connection with the manufacture of elastic or elastic articles, including two way stretch elastic piece goods and fine elastic.

111. Employees engaged in salvage work including loading, handling, and dumping of scrap tin plate clippings.

112. Employees engaged in the work of handling, sorting and/or packing scrap ferrous and/or non-ferrous metals or wrecking or dismantling plant or machinery for scrap as salvage.

113. Employees engaged in or in connection with or incidental to the extraction of oil from seed and/or the refining of seed oil and/or the processing of seed oil (and/or the by-products of the extraction process) to produce Textured Vegetable Protein.

114. Employees engaged in the manufacture of engine cleaning cotton waste and flock, garnetted fillings, and in the sorting and scouring of household rags.

115. Employees engaged in the manufacture of wire netting, barbed wire, and fencing wire.

116. Employees engaged in the recovery of oils and fertilizers from whales.

117. Boat builders.

118. Boat builders' Assistants.

119. Boat painters in boat building yards in the Factories and Shops District of Brisbane.

120. Employees engaged in the pulp and paper manufacturing industry including employees engaged in any occupation connected with the manufacture, processing and supply of pulp used in the foregoing industry.

121. Employees engaged in any occupation connected with the manufacture, processing and supply of paper, paper board and straw board.

122. Employees engaged in the handling, sorting, bailing and/or packaging of waste paper.

123. Employees engaged in the manufacture of Hardboard.

124. The Production of Algin, the production of Alginates, and all employees engaged in or in connection with such production on ships and in treatment plant.

125. Employees engaged in the manufacture of building and/or other board made from wheat and barley straw or similar materials.

126. Employees other than tradesmen engaged in the erection of Television Antennae.

127. Employees engaged in or in connection with the manufacture of goods and products (including boat building) from Fibre Glass Reinforced Plastic.

128. Plastic millers (that is, employees engaged in the mechanical process of changing gypsum into plaster of paris).

129. All labour engaged in the handling, packing, processing, and preparation of all sea foods (including fish, crustacea and all shell fish) and fishing bait, and all work incidental thereto.

130. Horse handlers, stable hands, strappers and labourers, and all other employees other than jockeys and apprentices, engaged in the horse- training industry.

131. All employees, other than professionals and students, engaged in animal husbandry, animal health and welfare, and artificial insemination of stock.

132. First Aid Men and Ambulance Men associated with Industry (other than the Queensland Ambulance Transport Brigade) where the Australian Workers' Union has any form of preference in the industry.

133. Blast Hole Diamond Drillers and their Assistants.

134. Diamond Drill Runners and their Assistants and all other classes of Drill Runners and Drill Helpers.

135. Machinemen including drillers and assistants operating percussion or auger drills or raise borers or down the hole hammer machines or rock drilling machines of any like or similar nature.

136. Watchmen and Cleaners.

137. Forklift Operators, End Loader Operators, Electric Locomotive Drivers and Winchmen.

138. Employees other than craftsmen engaged in the iron, steel and metal industries.

139. All employees engaged in or in connection with the handling, preparation and manufacture of plastic or rubber materials including compounds thereof, duperite, bakelite, casein or similar compositions, synthetic rubberlikes, guttaperchalikes, rubberlike plastics, thermoplastics and thermosetting plastics, nitrocellulose, leathercloth, elastomers, and the processing and fabrication of products or articles therefrom.

140. All employees other than craftsmen engaged in or in connection with the treatment of limestone and the manufacture and/or processing of carbide.

141. All persons other than craftsmen engaged in land reclamation.

142. All labour other than craftsmen employed in and attendant to the gathering, sorting and classification of pearl shell, and in the cultivation, gathering and classification of cultured pearls.

143. (a) All persons other than craftsmen engaged in the installation, repair, maintenance, collection of cash, and patrol of parking meters and areas;

(b) All persons employed by Local Authorities in the enforcement of the Litter Act.

144. All persons engaged in or in connection with visually counting or estimating the volume of vehicular and/or pedestrian traffic.

145. All persons engaged on any operation in or in connection with the mining, recovery, treatment or processing of brown coal or peat for the reduction of brown coal or peat and/or the mixing of other substances therewith in the production of humus, compost, or any form of fertiliser.

146. Employees engaged in or in connection with the manufacture, processing, and/or handling of fertiliser and like products, including chemicals and/or other products and/or by-products manufactured, processed, and/or handled in conjunction with the fertiliser industry.

147. All persons engaged in or in connection with the match manufacturing industry - including the breaking down or preparing of logs, timber or substituted material and the processing, finishing and adapting of matches for sale.

148. All persons engaged in or in connection with the manufacture of wooden skewers, cuisenaire rods and similar articles.

149. All persons engaged in or in connection with the rice industry - including the preparation of land, the cultivation, planting, care, harvesting, milling, processing, storing and despatching of rice for sale.

150. All persons engaged in or in connection with the cultivation, planting, care, harvesting, storing and despatching of nuts.

151. Persons engaged in all classes of underwater diving work, and assistants and/or attendants thereto.

152. Sewerage (or Sewage) Treatment Plant Operators and Operators' Assistants.

153. Water Treatment, and/or Filtration Plant Operators and Operators' Assistants.

154. All persons engaged in or in connection with the planting, cultivation, care, harvesting or picking, storing, processing and packing of Tea.

155. Pressing wool by any type of press, whether manual or power (including the Jumbo Press) into bales, and all work on or in connection with or incidental thereto, but excluding employees:-

    (a) engaged on the work of wool dumping in wool dumping stores in the Southern Division of Queensland; or

    (b) engaged in wool pressing in the Southern Division of Queensland covered by Awards of the Conciliation and Arbitration Commission of Queensland made in favour of The Federated Storemen and Packers' Union of Employees of Australia (Queensland Branch), or who may be covered by Awards of the Queensland Commission made from time to time in favour of the above Union.

156. Employees engaged in the mooring and unmooring of ships and all work in or in connection therewith or incidental thereto.

157. All employees (excluding tradesmen and clerks) in establishments or sections of establishments which are operated as commercial motor vehicle garages and/or service stations for any form of motorised transport, used motor vehicle yards (including wrecking yards), used caravan and/or other used vehicular trailer yards, automobile hiring services, tyre fitting depots, automotive anticorrosion treatment and/or steam cleaning services; car park attendants, car wash attendants, and tow truck operators and their assistants.

158. All persons other than mechanical or electrical tradesmen engaged in or in connection with the cultivation, planting, care, picking or harvesting, storing, treatment, processing and bagging or packing of Coffee.

159. All employees other than mechanical or electrical tradesmen engaged in the cultivation, planting, growing, harvesting, preparation, treatment and processing of Soya Beans, and the manufacture of Soya Bean Products, including Soya Bean drink or "milk".

160. All employees other than mechanical or electrical tradesmen engaged in the cultivation, planting, growing and care, picking or harvesting, preparation and processing of Jojoba and the manufacture of products derived therefrom.

161. All employees other than mechanical or electrical tradesmen engaged in the cultivation, planting, growing, care, picking or harvesting, preparation and processing of Aloe Vera and the manufacture of products derived therefrom.

162. Employees at the resort known in August 1993 as the Laguna Quays Resort (by whatever name called) who are engaged in clerical work or who, whether as greenkeepers (including qualified greenkeepers) or otherwise are involved in the maintenance of golf courses or gardens.

163. All employees engaged in all classes of work at the Townsville Suns Basketball Supporters Club Incorporated and the Cowboys Rugby League Football Club Limited.

164. Notwithstanding any other provision in these rules, a person employed in the Private Pathology Industry shall not be eligible to become a member of the Industrial Organisation.

And all persons appointed or elected officers of the Union, shall be entitled to become and remain a member of the Union.

Provided that this Rule 6 shall only apply to persons engaged or employed as aforesaid within the State of Queensland.

RULE 6B - ADDITIONAL ELIGIBILITY FOR ADMISSION TO MEMBERSHIP IN THE STATE OF WESTERN AUSTRALIA

This Rule 6B does not apply outside the State of Western Australia.

Notwithstanding the foregoing rules, and without limiting the generality of those rules, and without being limited thereby, the following provisions of this Rule 6B provides for additional eligibility for admission to membership of the Union in the State of Western Australia.

This Rule 6B applies subject to any Western Australian State demarcation order or a demarcation undertaking or agreement (however described) in relation to the class of employees to which that demarcation undertaking or agreement (however described) applies.

Subject to this Rule 6B, the Union shall consist of an unlimited number of workers employed or usually employed in any of the following industries or callings:-

(1) Pastoral, Agricultural, Horticultural, Viticultural, Fruitgrowing, the growing of Flax, Guayule, Tobacco, Sugar, Rice, Cotton, and of Safflower and other oil seeds, Afforestation and Silviculture (including the harvesting and/or processing and/or packing of any products of the aforesaid industries), the production of firewood, dairying and rabbit trapping, the handling and/or storage of grain for milling and/or export, including domestic and other work performed at agricultural research stations and farms and agricultural schools and colleges.

(2) Road making and road maintenance, other than in the building industry, and the construction, maintenance, conduct and operations of railways (but excluding the conduct and operations of railways by the Western Australian Government Railways Commission), bridges, water and sewerage works.

(3) Metalliferous mining and the production of minerals (including the harvesting of salt, dredging and sluicing work), the transport, storage, loading and unloading, other than the loading and unloading of ships South of the 26th parallel of latitude, of minerals, metals and ores, the production and supplying of electric current, mechanical engineering, the smelting, reducing and refining of ores and metals (including the charcoal iron and steel industry) and the supplying of firewood for mines.

(4) Stone quarrying, crushing and screening.

(5) Surveying of land.

(6) Fish trawling, cleaning and canning, net making, and all general labour in connection therewith.

(7) Boring for water.

(8) Destruction of noxious weeds and vegetation, or the treatment of the products thereof and the eradication of pests and vermin.

(9) Manufacturing of cement and cement and fibrolite and fibre (other than glass fibre) cement articles.

(10) Formation and maintenance of golf links, bowling greens, tennis courts, and of all gardens, lawns and greens in connection therewith.

(11) Rubber working, the manufacturing of tyres and tubes, including the tyre retreading industry.

(12) Service Station attendants, other than tradesmen and clerical workers, lubritorium attendants and vehicle service attendants, other than tradesmen, in motor vehicle sales establishments. Workers other than tradesmen and clerical workers in rust prevention, cleaning and paint protection of motor vehicles.

(13) Manufacture of sealing devices for bottles or jars, and the manufacture of badges and emblems (other than those made out of textile materials).

(14) The clearing of land for cultivation, sub-division for settlement and formation of aerodromes and parking areas.

(15) The laying of oil, gas, or steam pipe lines and the installation of electric power lines.

(16) Not certified.

PROVIDED THAT all persons who have been appointed as officers or employees of the Union shall be entitled also to become and remain members of the Union during their continuance in office or employment; PROVIDED further that no person who is or is eligible to be a member of –

Eastern Goldfields Municipal and Road Board Labourers' Union of Workers;

Western Australian Municipal, Road Boards, Parks and Racecourse Employees' Union of Workers, Perth;

The Western Australian Government Tramways, Motor Omnibus and River Ferries Employees' Union of Workers, Perth;

The Builders Labourers' Union of Workers of Perth, Western Australia;

Except to the extent provided by subrule 28, Westralian Brickyard, Pottery, Porcelain and Roof Tile Fixers Employees' Union of Workers, Perth;

as constituted on the 19th day of August, 1947; or any other Union registered under the provisions of "Industrial Arbitration Act, 1912-1941" (as reprinted) at the date of registration of this Union shall be eligible for or admitted to Membership of the Union, but as from 7th day of March, 1979, the limitation herein imposed by virtue of the registration of the Sugar Refining Employees' Industrial Union of Workers, Fremantle, W.A., as 18 July 1941 shall no longer apply.

(17) Not certified.

(18) Foremen employed in the sleeper cutting and/or saw milling industry (but excluding foremen not exclusively employed as such, and tradesmen foremen), and further excluding that portion of the State of Western Australia comprised within a radius of twenty two and a half (22.5) kilometres of the General Post Office, Perth.

(19) The construction, maintenance and/or demolition of floating docks, graving docks, slipways, bridges, viaducts, causeways, wharves, jetties, breakwaters, moles, retaining walls, and all sheds, and buildings, on or about floating docks, graving docks, slipways, wharves and jetties, and the dredging of harbours, rivers and passages. Provided that workers who are employed in the following vocations shall not be eligible for membership: Fitters, Coppersmiths, Turners, Pattern makers, Tool and Gauge makers, Scalemakers and adjusters, Blacksmiths, Shipsmiths, Toolsmiths, Angle-iron Smiths, Springmakers,

Millwrights, Oxy-acetylene and Electric Welders and Cutters, Locksmiths, Mechanical and Scientific Instrument Makers, Motor Mechanics, Motor Cycle Mechanics, Aircraft Mechanics, Die Sinkers, Milling Machinists, Press Tool Makers, Drilling Machinists and the assistants to all the foregoing tradesmen, Carpenters, Painters, Bricklayers, Rubble Wallers, Plasterers, Stone Masons, Plumbers and Sheet Metal Workers, Moulders, Coremakers, Shipwrights, Masters, Mates, Marine Engineers, Clerks and Watchmen, Electrical Workers (except such as are covered by paragraph"15" hereof). Provided further that no person who is eligible to be a member of the "Coastal and E.G. Government Water, Sewerage and Drainage Employees' Industrial Union of Workers" as constituted on the 4th day of July, 1952, shall be admitted to membership of the Union.

(20) (a) Boring for oil, refining, treating, processing, packing, pumping, and all work whatsoever in or in connection with the boring for oil, refining, treating, processing, packing and pumping of oil, and the manufacture (including the extraction) of the by-products of oil, when such manufacture (including extraction) is incidental to and consequent upon the refining of oil carried on by a company whose principal business is oil refining; Provided that workers who are employed in the following vocations shall not be eligible for membership: Fitters, Coppersmiths, Turners, Patternmakers, Tool and Gauge makers, Scalemakers and adjusters, Blacksmiths, Shipsmiths, Toolsmiths, Angle-Iron Smiths, Springmakers, Millwrights, Oxy-acetylene and Electric Welders and Cutters, Locksmiths, Mechanical and Scientific Instrument Makers, Motor Mechanics, Motor Cycle Mechanics, Aircraft Mechanics, Die Sinkers, Press Tool Makers, Milling Machinists, Bolt and Nut Machinists, Drilling Machinists in the Engineering Industry, and the assistants to all the foregoing tradesmen; Carpenters, Painters, Bricklayers, Rubble Wallers, Plasterers, Stone Masons, Plumbers and Sheet Metal Workers, Moulders, Coremakers, Masters, Mates, Marine Engineers, Clerks, Watchmen, Cleaners, Electrical Workers (except such as are covered by paragraph "15" hereof), Builders' Labourers employed to assist building tradesmen on the construction of buildings.

(b) Boring for natural gas and the production, distribution, treatment and storage of natural gas, and all work in connection with the boring for natural gas and the production, distribution, treatment and storage of natural gas: Provided that, no person, who immediately prior to the 23rd of March, 1966, was not eligible for membership of the Union and who is or is eligible to be a member of –

The Federated Engine Drivers and Firemen's Union of Workers of Western Australia.

The Collie Federated Engine Drivers and Firemen's Union of Western Australia.

Transport Workers' Union of Australia, Industrial Union of Workers, Western Australian Branch.

Municipal Councils, Road Boards and Local Government Employees' Association of Workers, Western Australia.

Municipal Road Boards, Parks and Race Course Employees' Union of Workers, Perth - Western Australia.

Federated Moulders (Metals) Union of Workers, Perth.

Australasian Society of Engineers' Industrial Union of Workers, Perth, W.A.

Australasian Society of Engineers' Industrial Union of Workers, Fremantle.

The Australasian Society of Engineers, Collie River District, Industrial Union of Workers.

Australasian Society of Engineers' Industrial Union of Workers, Goldfields No. 1 Branch.

Australasian Society of Engineers' Industrial Union of Workers, Midland Junction Branch.

The Association of Architects, Engineers, Surveyors, and Draughtsmen of Australia, Union of Workers, Western Australian Division.

The Boilermakers Society of Australia, Union of Workers, Coastal Districts, W.A.

Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth.

Federated Ship Painters and Dockers' Union of Australia (West Australian Branch) Union of Workers.

The Seamen's Union of Western Australia Industrial Union of Workers, Fremantle.

Building Trades Association of Unions of Western Australia (Association of Workers).

The West Australian Gas Works Industrial Union of Workers.

Amalgamated Engineering Union of Workers, Perth Branch.

Amalgamated Engineering Union of Workers, Kalgoorlie Branch.

as constituted on the 23rd of March, 1966, shall be eligible for or admitted to membership of the Union.

(21) Iron and Steel Rolling, and all work in or in connection with iron and steel rolling (including all persons engaged in the following locality: "All that area of land and the waters of Cockburn Sound contained within boundaries starting from the intersection of the South-Eastern side of Rockingham Road (Road No. 695) and the North-Eastern side of Ocean Street and extending West to the low-water mark of the said sound and onwards for a distance of 1.6 kilometres; thence North to a point situated in prolongation Westerly of the Northern side of Russell Road (Road No. 678); thence Easterly along that prolongation to the low-water mark of Cockburn Sound and onwards for a distance of 4.8 kilometres; thence South to a point situate East of the starting point) and thence West to the starting point loading and discharging material or matter of any kind used in or in connection with iron and steel rolling".

PROVIDED THAT workers who are employed in the following vocations shall not be eligible for membership: Fitters, Coppersmiths, Turners, Patternmakers, Tool and Gauge makers, Scalemakers and adjusters, Blacksmiths, Shipsmiths, Toolsmiths, Angle-Iron Smiths, Springmakers, Millwrights, Oxy-acetylene and Electrical Welders and Cutters, Locksmiths, Mechanical and Scientific Instrument Makers, Motor Mechanics, Motor Cycle Mechanics, Aircraft Mechanics, Die Sinkers, Press Toolmakers, Milling Machinists, Bolt and Nut Machinists, Drilling Machinists, and the assistants to all the foregoing tradesmen: Carpenters, Painters, Bricklayers, Rubble Wallers, Plasterers, Stone Masons, Plumbers and Sheet Metal Workers, Moulders, Coremakers, Clerks, Watchmen, Cleaners, Electrical Workers (except such as are covered by paragraph "15" hereof), Builders' Labourers employed to assist building tradesmen on construction of buildings.

No Person employed in any of the industries or callings mentioned in paragraphs "17" to "21" hereof (both inclusive) and who by reason of such employment is eligible to be a member of any Union affiliated with the Federated Engine Drivers and Firemen's Association (Western Australian Branch) Association of Workers on the 11th August, 1952, shall be eligible to be a member of this Union.

(22) All work in or in connection with Stevedoring operations in that portion of the State of Western Australia North of the 26th parallel of latitude.

(23) All workers (other than journeymen, apprentices, and workers employed or usually employed in or in connection with the construction, repair, demolition or removal of any building) employed in or in connection with the construction of foundations for machinery or plant.

(24) In or in connection with the extraction from wood of a base for tanning compound. Provided that, no person who is eligible to be a member of any other Union (other than persons eligible for membership in the Wood Extract Industrial Union of Workers, South West Land Division, W.A.) registered under the provisions of the Industrial Arbitration Act, 1912-1952 on the 3rd day of May, 1955, shall be eligible for membership of this Union in the industry referred to in this paragraph.

(25) Not certified.

(26) The manufacture or preparation of bitumen emulsion, asphalt emulsion, bitumen or asphalt preparation, hot mixed asphalt, cold paved asphalt, and mastic asphalt or similar materials.

(27) The production or manufacture of aluminium for use as a raw material in the manufacture of articles.

(28) The Union shall also consist of workers engaged in the manufacture of bricks at the enterprise trading as Narrogin Brick.

Provided that workers who are employed in the following vocations shall not be eligible for membership: Fitters, Coppersmiths, Turners, Patternmakers, Tool and Gauge makers, Scalemakers and adjusters, Blacksmiths, Boilermakers and Steel Constructional Tradesmen, Shipsmiths, Toolsmiths, Angle-Iron Smiths, Spring Makers, Millwrights, Oxy-acetylene and Electrical Welders and Cutters, Locksmiths, Mechanical and Scientific Instrument Makers, Motor Mechanics, Motor Cycle Mechanics, Aircraft Mechanics, Die Sinkers, Press Tool Makers, Machinists, Bolt and Nut Machinists, Drilling Machinists, Riggers, Laggers, and the assistants to all the foregoing tradesmen: Carpenters, Painters, Bricklayers, Rubble Wallers, Plasterers, Stonemasons, Plumbers and Sheet Metal Workers, Moulders, Coremakers, Clerks, Watchmen, Cleaners, Electrical Workers (except such as are covered by paragraph "15" hereof), Builders' Labourers employed to assist building tradesmen on construction of buildings.

No Person, who is eligible under subclauses (26) and (27) to be a member of any Union affiliated with the Federated Engine Drivers and Firemen's Association (Western Australian Branch) Association of Workers on the 11th April, 1963, shall be eligible to be a member of this Union.

Notwithstanding anything contained in the foregoing, drivers and/or loaders and/or operators and/or washers of all mechanically propelled or animal-drawn vehicles or implements or machines and their assistants, stablemen and yardmen, employed in or in connection with the cartage, conveyance, movement or transportation of persons, goods, merchandise, wares, implements, machines, vehicles, live-stock, material or matter of any kind shall not be eligible for membership in this Union, except such persons who are employed –

(a) in farming, mining (other than coal mining), or pastoral industries; or

(b) in or in connection with –

(i) agriculture, forestry, land clearing, water conservation or irrigation;

(ii) construction and/or maintenance of railways, roads or bridges; or

(iii) stevedoring operations,

by any Government department or public statutory body established by or under a law of the State to carry out all or any functions of such a department or by any port authority; or

(c) in supplying of firewood for gold mines; or

(d) as fork lift operators in the asbestos cement or fibre (other than glass fibre) cement industry; or

(e) as fork lift operators in the sugar refinery industry.

(29) Piano and/or Piano Player Makers, Repairers and Tuners, Organ Makers and/or Repairers, Makers and/or Repairers of Gramophones, and all other musical instruments of which wood forms a part.

(30) Clock Case Makers and/or Repairers of which wood forms a part, Makers of Sewing Machine Stands of wood, Makers of Wireless Instrument Cases or Cabinets of wood, Billiard Table Makers and Fitters, Wood Mantelpiece Makers, Overmantel Makers, Cabinet Makers, Chair Makers, Couch Makers, Veneer Makers in Furniture Factories, Wood Turners, Wood Carvers, Upholsterers (including Upholsterers of Tubular Steel Furniture), Bedding Makers, Wire Mattress Makers, Picture Frame Makers, Bamboo, Pith, Caneand Wicker Workers, Baby Carriage Makers, French Polishers, Enamellers of Furniture and Spraying Machine Operators engaged in the manufacture and/or repair of furniture and Assemblers of furniture, Estimators of furniture of any description, Carpet and Linoleum Planners and Cutters and Measurers and Carpet Sewers, Soft Furnishing Makers of all descriptions and including without limitation thereof Makers of Curtains, Drapes, Loose Covers, Bedspreads and Jabos, Iron Bedstead Makers, Metal Furniture Makers of all descriptions and Makers of Tubular Steel Furniture (except such persons employed as Chromium and/or Electro Platers and/or Polishers) and Designers of furniture of all descriptions.

(31) All Woodworking Machinists employed in preparing and/or handling material for the above employees including the programming and operating of computerised and numerically controlled machines and persons machining materials that are wood substitutes for the above employees. Provided that such persons are solely or substantially engaged in the manufacture of furniture.

(32) Glass Bevellers, Cutters, Polishers and Silverers, Lead-Light Glaziers and Cutters, Brilliant Cutters, Sandblasters of Glass, Draughtsmen and Painters.

(33) Such other persons not being qualified tradesmen or apprentices who are employed or usually employed in the foregoing occupations may be admitted as "Furniture Workers".

(34) In addition to the aforementioned workers, the Union shall also consist of an unlimited number of persons employed, or usually employed, as follows: Coffin Makers, Iron Bedstead Makers employed in Furniture or Bedding factories, Makers of Plastic and/or similar furniture and including without limitation thereof Makers of Fibreglass furniture and Foam Rubber furniture makers and Makers of Tubular Steel Furniture (except such persons employed as Chromium and/or Electro Platers and/or Polishers).

(35) Carpet and Linoleum Planners and all Floor Covering Layers, Outdoor Hands employed in measuring and/or fixing furnishings of any description and including without limitation thereof, the installation of blinds, awnings, curtains and drapes and the tracks to which the aforementioned are to be attached and shall include canvas blind cutting and/or making and/or fixing and Venetian Blind Makers and/or Fixers, Wire Blind Makers and/or Fixers, Packers of Furniture, Pictures, Carpets, Drapings, Plate and Sheet Glass in warehouses, shops, factories or stores.

(36) Timber Stackers, Yardmen and Labourers employed in furniture factories, Cementers of Leadlights, Rag Pickers and Fumigators for furniture and upholstery.

(37) Males or Females wheresoever employed in the manufacture of upholstery, carpets, drapings, furnishings of all descriptions, pianos, mattresses, venetian blinds, wire blinds, mantelpieces, billiard tables, overmantels, bedding, picture frames, bamboo, cane, pith and wicker work, and upholstery machinists, upholstery cutters and semi-skilled operatives of all descriptions involved in the manufacture of upholstery and including the making of cushions, together with such other persons, whether employees engaged in the industry or not, who have been appointed officers of the Union.

(38) The Union shall consist of workers employed or usually employed in the sawmilling, sleeper cutting and wood chipping industry as hereinafter defined throughout the South West Land Division of the State of Western Australia excluding the locality comprised within a radius of forty-five (45) kilometres from the G.P.O. Perth, together with the persons who from time to time are elected General Secretary and/or Organiser and/or Industrial Officer of the Union. Notwithstanding the foregoing persons engaged in felling or cutting of timber in plantations at Gnangara, Mundaring, Yanchep and Pinjar shall be eligible for membership of the Union provided that such persons as at 2 November 1992 are not eligible to be members of any other Union registered in the State of Western Australia.

(39) For the purpose of this Rule, the sawmilling, sleeper cutting and wood chipping industries shall include felling, hewing, splitting or otherwise dealing with timber in the bush, transporting such timber to a mill or railway, constructing and maintaining roads or railway lines used in connection with timber or wood chipping mills, sawing, machining, chipping, milling or dealing with timber in any other way in a sawmill or woodchipping mill and despatching the timber or timber product to a railway or seaport; and shall include:

(a) The work of and incidental to the preserving, stacking, seasoning and treatment treating of timber, whether within or without the curtilage of sawmill premises.

(b) The work of peeling logs for plywood and all other work incidental to the manufacture of plywood and particle boards.

(c) The work of and incidental to timber yards of retail merchants at which the business of saw milling is not carried out.

A person shall not be a member of the Union (except in the capacity of an honorary member or a member who or whose personal representative is entitled to some financial benefit or financial assistance under the rules of the Union while not being a worker) who is not an employee within the meaning of the Industrial Relations Act, 1979.

PROVIDED that no person shall be eligible to be a member of the Union unless they were eligible to be a member of:

The Australian Workers' Union, West Australian Branch, Industrial Union of Workers; or

The Forest Products, Furnishing and Allied Industries Industrial Union of Workers, WA

As at the date of the amalgamation of the two Unions on 19 September 2012.

(40) Subject to sub clause (41) the Union shall consist of an unlimited number of persons comprising those -

(a) who are employed in the manufacture, packing, bottling, blending, refining, pulping, brewing, mixing, the following:- pastry, confectionery, biscuits, cakes, cake ornaments, ice, ice cream, grocers' sundries, chemists' sundries.

(b) who are engaged in processing by canning, quick-freeze, or other methods of preservation of poultry, rabbits, game, fruit, vegetables, fish including crustaceans and molluscs or any part thereof.

(c) who are employed or usually employed in or in connection with the handling, candling, grading, packing, pulping, dehydrating, oiling or by any other method processing eggs, with the exception of transport workers, worked engaged in any clerical capacity, or workers employed in or about warehouses which do not deal solely in eggs or workers employed in or about retail shops.

(d) who are employed assisting in the production or putting up for sale the products or wares of factories or establishments manufacturing and/or dealing with any of the classes of goods referred to in paragraphs (a), (b) and (c) of this sub-rule.

(e) provided that such persons are not eligible to join:-

The Australasian Meat Industry Employees' Union Industrial Union of Workers', Western Australian Branch, Perth.

The Western Australian Bakers', Pastrycooks' and Confectioners' Union of Workers.

The Federated Engine Drivers' and Firemens' Union of Workers of Western Australia, Perth, or any other existing Industrial Union.

(f) who are engaged in packing fruit (other than apples or pears) but only where that work is done in connection with a process designed to preserve the fruit or improve its appearance.

(g) who are engaged in the preparation and packing of edible fungus.

(h) who whether employed in the industry or not are for the time being officers of the union.

(i) The following persons shall not be eligible for membership of the Union:

Persons employed as production employees in the poultry processing industry by Inghams Enterprises Pty Ltd situated, as at 14 September 2000, in Baden Street and Powell Street, Osborne Park or at such other location or locations at which the said enterprise at Osborne Park may subsequently be carried out. In this paragraph, Inghams Enterprises Pty Ltd includes its successors, assignees, transmittees or any purchaser of the whole or any part of its business.

(41) In sub-rule (40) each of the following terms shall have the respective meaning hereby assigned to it -

"Grocers' Sundries", means and includes cereal and farinaceous foods, tea, coffee and/or chicory essence, coffee chicory, cocoa, honey, jams, self-raising flour, salt, starch, bird seed, matches, sauces, vinegar, pickles, chutneys, rice, sago, tapioca, macaroni, vermicelli, spaghetti, mustard, spices, herbs, condiments, peppers, soups, fish, and fish pastes, Italian paste, flavouring and colouring essences, peel, preserved fruits, dried fruits, health salines, nuts and nut foods and products, edible oils, margarine, eggs, baking powder, custard powder, blanc mange powder, jelly or jelly crystals, gelatine, vegetables, methylated spirits, turpentine, linseed oils, oils, benzine and polishing materials.

"Polishing Materials" means and includes oils, boot blacking, boot paste, boot polish, harness dressing, harness compounds, ebonite shine, stove polish, metal polish, knife polish, washing blue, moulders' blacking, moulders' plumbago preparations, grinding charcoal or coal dust.

"Chemists Sundries" means and includes tartaric acid, citric acid, alum, bicarbonate of soda, cream of tartar, fruit essences, cordials as manufactured by manufacturing chemists, patent medicines, ointments, hair oils, cosmetics, toilet preparations other than soap, essential oils and health salines.

PROVIDED that no person shall be eligible to be a member of the Union unless they were eligible to be a member of:

The Australian Workers' Union, West Australian Branch, Industrial Union of Workers;

or

The Food Preservers' Union of Western Australia, Union of Workers

As at the date of the amalgamation of the two Unions on 14 December 2016.

RULE 6C - ADDITIONAL ELIGIBILITY FOR ADMISSION TO MEMBERSHIP IN THE STATE OF SOUTH AUSTRALIA

(1) Notwithstanding Rules 5, 6, 6A and 6B, and without limiting the generality of those rules, this Rule6C does not apply outside the limits of the State of South Australia and only applies inside the limits of the State of South Australia.

(2) This Rule, 6C applies subject to any South Australian representation order, South Australian demarcation order or South Australian demarcation undertaking or agreement (however described) in relation to the class of employees referred to in such an order, undertaking, or agreement.

(3) AWU

Without limiting the generality of any other sub-rules hereof or being limited in any way by them, all bona fide workers engaged in any of the following industries or callings shall be eligible for membership of the Union:

Pastoral; agricultural; grain threshing; grain handling including lumping; horticultural, viticultural; dairying fruit growing; sugar growing, cane cutting; milling and refining; rabbit trapping; timber and saw milling; meat preserving and meat trade generally; construction or maintenance of roads, foot paths, aerodromes, bridges, reservoirs, lock, drains, dams, weirs, channels, tunnels, water and sewerage; railways construction work

including the construction maintenance and repair of railway lines, railway yards, railway sheds and railway sidings; excavating of earth and earthworks and driving of machines and vehicles for moving earth; metalliferous mining, smelting, reducing and refining of ores; quarrying, winning, crushing and treatment of stone, slate, gravel, sand, clay, sillimanite or other minerals or metals; manufacture treatment and handling of line, cement or charcoal; manufacture of cement bricks, cement blocks or roofing tiles and all work incidental thereto; scraping, treatment and handling of salt and gypsum; land surveying; land drainage; fish cleaning; net making and general labour in connection with fish trawling; manufacture of re-enforced concrete pipes and the lining of pipes; manufacture of copper bars, rods and wire; shunting and work incidental thereto; construction and maintenance of race-courses, tennis courts, bowling greens, gardens, cemeteries, ovals, school grounds or play grounds; works and undertakings carried out by or on behalf of any Local Governing body; glazing, lining, varnishing, lacquering, painting, graining, enamelling, marbling, gliding, scrollwork, or sign writing or ships or buildings at the ship yards at Whyalla or on any building or structure owned or leased by the Broken Hill Proprietary Company Limited; the construction maintenance and conduct of the Commonwealth Railways; all kinds of general labour; all employees in the brick-making, tile-making, pottery making and earthenware industries; and all persons appointed or elected officers of the Union.

(4) FIA

(a) Without limiting the generality of the foregoing or being limited in any way by the foregoing, membership of the Union shall be open to the following classes of employees who reside or work in the territory of South Australia south of a line drawn by extending the northern boundary of the township of Clare across to the eastern and western boundaries of the State parallel with the line representing the 34th parallel of latitude (hereinafter referred to as the said territory):

(i) All assistants and all labourers, general or special engaged in connection with the work of boilermakers, blacksmith, engineers, (including electrical engineers) moulders, coppersmiths, sheet ironworkers, plumbers, spring makers, electricians, motor mechanics, and any other mechanics engaged in iron steel and metal industries.

(ii) Dressers, grinders, drillers on stationary machines, furnacement, (including forge furnacement). Pipe moulders, tool storemen, and labourers, general or special, engaged in the iron, steel, and metal industries, or engaged in the cast-iron-pipmaking industry, steel locking bar pipe industry, riggers, and scaffolders, (other than riggers on ships and riggers and scaffolders employed in ship yards, dock yards, and in building operations). Machinist (excepting operators of punching, shearing, riveting, rolling, bending, angle or plate straightening, nipping and notching machines, and smithing machines) and all assistants to mechanics, labourers general or special employed in constructional shops, and persons engaged in or assisting in the production of plastic moulded parts or in extruding rolling and production generally of brass, copper and lead sections, angles and ingots.

(iii) Machinists engaged in the steel locking-bar pipe-making industry, all persons employed in machine horse-shoe-making industry, reinforced steel industry carried out in workshops, factory, or foundry, iron and steel rolling industry, men employed in the manufacture of galvanised iron.

(iv) Persons engaged in a repetition or specialised process for the production of or assembling of machine parts or metallic articles. Persons engaged in the assembling of motor chasses, bumper bars, motor accessories and the like, the employees including labourers engaged as assistants in the manufacture of such articles and/or accessories and the like, excepting assemblers of engines, engineers, fitters, turners, planers, shapers, slotters, millers, and motor mechanics. Operators of metal spraying machines and labourers employed directly or indirectly as assisting such workers. All employees other than tradesmen engaged in the erection of television antennae.

(v) All classes of employees which are referred to in the preceding paragraphs, (i), (ii), (iii), (iv) engaged in or in connection with the industries of ship building and ship repairing or engaged in or in connection with the work of foundries.

And the following shall also be members of the Union, viz: such persons whether or not employees in the industries in which the classes of persons referred to in the preceding paragraphs (i), (ii), (iii), (iv) and (v) are employees as have been appointed officers of the Union and admitted as members thereof.

The classes of persons referred to in paragraphs (i) to (v) inclusive, shall be exclusive of any boilermakers, blacksmith, engineer, electrician, coppersmith, sheet-iron workers, tin-smith, canister making sheet metal worker, plumber or spring maker.

(vi) All persons employed to assist and facilitate the work of engineering, electrical and other metal tradesmen in the performance of work for which such tradesmen or either technical supervisors are responsible, notwithstanding that their work includes hoisting, lowering, fleeting, whether by block and tackle or by other means, tools equipment, machinery or other articles or material in connection with the work of such tradesmen in ship-yards and dock-yards or on ship or between ship and shipyard and dockyard. This paragraph shall apply notwithstanding any other provision of this rule, but shall not by implication affect the construction of the other provisions of this rule.

(vii) Employed or usually employed in any establishment wholly or partly engaged in or connected with the manufacture, preparation and storage (or any of them) of bone dust, and other artificial manures and fertilisers (and any of them), and of acids, alkalis and chemicals of all kinds whether in liquid solid or gaseous form (or any of them), and work incidental thereto AND of persons employed in any type of labour in and around such establishment whose employment is incidental to the proper carrying out of the foregoing manufacture preparation and storage (or any of them).

(b) Membership of the Union shall be open to all persons who reside or work in the State of South Australia and who are employed or usually employed as moulders and/or coremakers, or apprenticed, or juniors and engaged in any class of moulding and/or coremaking for the production of castings from molten metal of any kind, or making moulds for any other materials in any industry or branch of any industry.

(c) Not certified.

(5) ASE

Without limiting the generality of the foregoing or being limited in any way by the foregoing, persons engaged in any of the following trades or branches of trades shall be eligible for membership of the Union:

(a) Engineers, fitters, Turners, Water Meter Fitters, Tool and Gauge Makers, Die Sinkers Mechanical and/or Scientific Instrument Makers, Scale Makers and Adjusters, Safe Makers, Pipe Fitters, Motor Mechanics, and Tuners and testers, cycle and Motor Cycle Mechanics, Typewriter Mechanics, Pattern makers, Coppersmiths, Brassfinishers, (Engineering and General) Forgers, Forge Furnacemen, Blacksmiths, Shipsmiths, Angle Ironsmiths, Springsmiths, Oliversmiths, Spring Fitters, Autogenous Welders, OxyAcetylene Cutters, Locksmiths, Mechanical Draughtsmen, Millwrights, Iron and Steel Rollers, Electrical Fitters, Electrical Mechanics and Wiremen, Machine Makers, Milling Machinists, Planers, Slotters, Borers, Shapers, Drillers, Polishers, Grinders and Lappers, Bolt and Nut Machinists, Agricultural Implement Makers, and any other Machine Men or Mechanics employed in the Engineering, Locomotive, Shipbuilding, Rolling Stock, Aircraft and Iron Trades, including employees engaged in the occupation of Tube Manufacturing and all work incidental thereto, or in any other industry, and the paid officials of the Union.

(b) Smiths' strikers and mechanics' assistants or groups of strikers and assistants engaged in any of the above trades deciding to amalgamate with or join this Union shall be admitted upon such terms as shall be agreed upon by the Executive and consistent with the Rules of the Union, so long as it is not antagonistic to any other Trade Union dealing solely with that class of worker and operating in the immediate locality.

(6) CARPENTERS AND JOINERS

Without limiting the generality of the foregoing or being limited in any way by the foregoing, membership of the Union shall be open to any person;

(a) employed in, usually employed in or qualified to be and desirous of being employed in or seeking to be employed in or in connection with the industry or industries, and/or occupation, and/or calling, and/or vocations, and/or industrial pursuits of: and/or

(b) who, otherwise than as employees or employers, follow an occupation in or in connection with the industry or industries of: and/or

(c) who, otherwise than as employees, are engaged in the industrial pursuit or pursuits of Carpenters and/or Joiners including, Ships Carpenters and/or Joiners, together with such other persons whether employees in the industry or not as have been elected or appointed officers of the Union and admitted as members thereof.

RULE 6D - ADDITIONAL ELIGIBILITY FOR MEMBERSHIP IN THE STATE OF NEW SOUTH WALES

This Rule 6D does not apply outside the State of New South Wales.

Notwithstanding the foregoing rules, and without limiting the generality of those rules, and without being limited thereby, the following provisions of this Rule 6D provides for additional eligibility for admission to membership of the Union in the State of New South Wales.

This Rule 6D applies subject to any New South Wales State demarcation order or a demarcation undertaking or agreement (however described) in relation to the class of employees to which that demarcation undertaking or agreement (however described) applies.

The Union shall be entitled to enrol as members persons within the following industries and occupations.

PART A

Subject to these Rules all kinds of general labour and every bona fide worker, male and female, engaged in manual and mental labour in or in connection with any of the following industries or callings, namely;-

Pastoral (otherwise than as shearing contractor), woolclassing except where employed in a wool brokers store, agricultural, which includes employees of the Grain Handling Authority of New South Wales, The Australian Wheat Board, The New South Wales Wheat Shippers Industrial Association and Premium Wheat Growers' Association Limited engaged in or in connection with the storage weighing, testing and other handling of grain, but excluding persons within the Constitution Rules of the Federated Miscellaneous Workers' Union of Australia, New South Wales Branch; the Transport Workers' Union of Australia, New South Wales Branch, horticultural; landscaping; other than landscaping performed by officers or employees of the New South Wales Public Service or by employees of the Universities of New South Wales, Newcastle or Wollongong or any University formed from a college of those Universities, any college of Advanced Education, a School Gardening Service, the New South Wales Zoological Parks Board, the Georges River Park Trust or by employees of the Department of Main Roads of or above the classification of Foreman; viticultural (which includes employees in wineries, excepting the cellar staff at the Minchinbury Winery at Rooty Hill, New South Wales); dairying, fruit growing, poultry farming, sugar cane growing, cutting and milling and the refining of sugar, hydrocarbon plantations the growing, cutting and treatment of flax and tobacco, trapping and/or shooting of rabbits, kangaroos, feral goats, feral pigs, foxes other than by officers or the employees of the New South Wales Public Service, or by employees of any Pastures Protection Board not being Reserve Workers employed by any such board; timber and saw milling; afforestation and silviculture; all persons engaged in the manufacture of charcoal, excepting persons engaged in the hewing, splitting, hauling and felling of timber in connection therewith: employees engaged in or in connection with the manufacture of Masonite and/or Caneite (excepting persons employed at the works of the Colonial Sugar Refining Co Ltd at Pyrmont) and all operations incidental thereto: road making; Toll Collecting (other than by employees of the Crown in the State of New South Wales within the meaning of Rule 5(a) of the Constitution Rule of the Public Service Association of New South Wales as at 18 October 1991); water and sewerage: water, conservation and irrigation: reclamation work, rock chopping; railway and tramway construction: construction work on civil and/or mechanical engineering projects, fencers; grubbers and clearers; metalliferous mining, smelting, reducing and refining of ores: dredging and sluicing works: mining for brown coal, including the extraction of the by products, the manufacture of briquettes: the distillation of oils; employees engaged in the production of power alcohol (excepting persons employed at the works of the Colonial Sugar Refining Co. Ltd. at Pyrmont): and the extraction of hydrocarbons from plants: solar energy; and oil from coal and shale: surface labourers engaged about or in connection with brown coal mines: persons engaged in timber getting for mining purposes; stone and other quarrying; gravel and sand pits: land surveying; fish cleaning, preserving and packing within the jurisdiction of the Fish Canning &c./ (State) Conciliation Committee: net making and general labour in connection with fish trawling; persons employed in or in connection with the marketing, smoking, processing, packing and treatment of Fish and marine products: persons employed in or in connection with oyster leases or farms, including employees engaged in the cultivation, culling and treatment or handling of oysters; employees engaged in or in connection with the

treatment of whales and by-products therefrom (but excluding persons within the Constitution Rules of The Federated Miscellaneous Workers' Union of Australia, New South Wales Branch: Transport Workers' Union of Australia, New South Wales Branch: The New South Wales Branch of the Merchant Service Guild of Australia: The Shop Assistants and Warehouse Employees' Federation of Australia, New South Wales: Shop Assistants and Warehouse Employees Federation of Australia, Newcastle and Northern New South Wales: The Federated Ship Painters and Dockers' Union of Australia, New South Wales Branch: The Federated Storemen and Packers' Union of Australia, New South Wales Branch, and the Federated Clerks' Union of Australia New South Wales Branch, employees engaged in or in connection with the handling, reception, sale or deliver of fruit and vegetables at wholesale markets within the country of Northumberland, the Parish of Stockton and the Municipality of Raymond Terrace, excluding clerks, carters, grooms stablemen and yardmen, drivers of motor and other power propelled vehicles and storemen and packers: the manufacture of copper bars rods and wire: employees engaged in the process of the weaving of copper braid: the manufacture of soap candles and buttrine, margarine, nut foods drugs (other than milling thereof, the manufacture of products for intravenous therapy and intravenous nutrition, (excepting persons within the constitution rule of The Federated Miscellaneous Workers' Union of Australia N.S.W. as at 1 October 1982) chemicals and gases; the manufacture, preparation and packing of crisps or extrusions, processed from Potato and/or cereals being snack foods of the nature of potato crisps, corn crisps, expanded and shaped extruded cereal snack foods or the like, excepting employees in grain and/or cereal food mills: the manufacture of petrochemicals: the manufacture of insecticides, fungicides and compounds other than in a drug factory: manufacture of fertilisers, blue and toys (other than sheet metal); the manufacture and milling of paper-employees engaged in the making of bituminous preparations and bituminous waterproof paper, paper and paper hessian and in fixing and applying thereof (excepting persons employed by Australian Sisikraft Co. Pty Ltd.) but excluding, persons within the Constitution Rules of the Furnishing Trades Society of New South Wales; The Operative Painters and Decorators' Union of Australia New South Wales Branch; The Operative Plasterers and Plaster Workers Federation of Australia, New South Wales Branch; employees engaged in the manufacture of pencils and pens without limiting the generality of the foregoing including the employees of Columbia Writing Products Staedtler (Pacific) Pty Ltd. and Parker Pen (Australia) Pty. Ltd. excluding cleaners and watchmen; parachutes (other than parachute harness) and matches: employees engaged in the fumigating of factories, shops, houses, and office furniture: employees engaged in pest extermination; the extraction and refining of vegetable oils: tea packing and preparation and manufacture of malted milk, the dehydration and preservation of vegetables and fruit at Leeton Cooperative Cannery Ltd Leeton, New South Wales; workers in laundries; persons employed or competent to be employed as hairdressers barbers, wigmakers, hairworkers, and their assistants (Other than Examiners or Hairdressing and apprenticeship Supervisors) and all employees in and in connection with beauty parlours, and receptionists employed in connection therewith, but excluding, persons engaged in the sale of goods and in the manufacture of beauty preparations, Fire brigades employees, including permanent, partially-paid and volunteer Firemen: employees (other than craftsmen and engine drivers) engaged in boring for water or oil, in refining and in the extraction of oil products, ski instructors: employees engaged at chair lifts, T-bars and ski runs; employees engaged as ginners, stackers, feeders and branders, oil refiners, moulders and labourers in the cotton industry; employees (other than engine drivers and craftsmen engaged in the destruction of prickly pear and noxious weed and vegetation, and in the treatment of prickly pear and the products thereof the manufacture of cement, cement and/or concrete articles and Fibrelite articles and/or the operation of concrete batching plants; the formation and maintenance of racecourses, showgrounds, greyhound tracks, recreation areas, golf links, bowling greens and tennis courts, and of all gardens, lawns and greens in connection therewith, and zoological gardens; employees engaged as grooms, stablehands and general hands employed by horse trainers and/or horse owners and horse breeders, but excluding persons within the constitution Rules of the Transport Workers' Union of Australia, New South Wales Branch, persons employed as Jockeys and persons employed as apprentice Jockeys; Mushroom culture; persons employed in or about Newcastle Iron and Steel Works or any Works directly subsidiary thereto or in any quarry or mine or other industrial establishment the work done is wholly or mainly the supply of materials incidental to the manufacture of iron and steel at the Newcastle Iron and Steel Works, other than those employees who are engaged as foremen or staff employees, persons employed in and about the works of the following companies at Port Kembla, namely; Metal Manufactures Limited Electrolytic Refining and Smelting Company of Australia Limited, and Australian Fertilizers Limited excepting in the case of each company, staff employees, blacksmiths, boilermakers, bricklayers, carpenters, electricians (including 50 electrical fitters and linesmen), engine drivers (including crane or winch drivers, fireman motor drivers, or attendants, dynamo attendants, greasers, trimmers and cleaners), engineers (including drillers, fitters, machinists, pipe fitters and fumers), moulders, painters, plumbers, storemen and packers within the jurisdiction of the Storemen and Packers, General (State)

Conciliation Committee, rubber workers, motor-wagon drivers, riggers, strikers, and assistants to the following class of tradesmen, namely: Boilermakers, blacksmiths, engineers (including electrical engineers), moulders, coppersmiths, sheet-iron workers, plumbers, springmakers, electricians, motor mechanics and any other mechanics engaged in the iron, steel and metal industries, persons operating, attending, fuelling, greasing, cleaning, maintaining mobile and stationary machines, cranes, winches and other motors and mechanical equipment and appliances used in construction work on the surface or underground and in excavation work (including quarrying), excluding persons within the Commercial Travellers (State) Conciliation Committee; and all person officers of the Union shall be entitled to become and to remain a member of the Union.

PART B

In addition the Union shall consist of members engaged in any of the following Trades or Branches of Trades:

(a) Engineers, fitters, Turners, Water Meter Fitters, Tool and Gauge Makers, Die Sinkers, Mechanical or Scientific Instrument makers, Scale Makers and Adjusters, Safe Makers, Pipe Fitters. Motor Mechanics and Tuners and Testers, Cycle and Motor Cycle Mechanics, Typewriter Mechanics, Patternmakers, Coppersmiths, Brassfinishers (Engineering and General), Forgers, Forge Furnacemen, Blacksmiths, Shipsmiths, Oliversmiths, Spring Fitters, Autogenous Welders, Oxy-acetylene Cutters, Locksmiths, Mechanical Draughtsmen, Millwrights, Iron and Steel Rollers, Electrical Fitters, Electrical Mechanics and Wiremen, machine Makers, Milling Machinists, Planers, Slotters, Borers, Shapers, Drillers, Polishers, Grinders and Lappers, Bolt and Nut Machinists, Agricultural Implement Makers, and other machine Men or Mechanics employed in the Engineering, Locomotive and Shipbuilding, Rolling Stock Aircraft and iron Trades, or in any other industry, and the paid officials of the Union.

(b) Smiths' strikers and mechanics' assistants or groups of strikers and assistants engaged in any of the above trades, deciding to amalgamate with or join this Union, shall be admitted upon such terms as shall be agreed upon by State Council, and consistent with the Rules of this Union, so long as it is not antagonistic to any other Trade Union dealing solely with that class of worker and operating in the immediate locality.

(c) Any member of the Union who is the subject of demarcation orders made by His Honour Justice Boland operative from 19 March, 2001 (Matter Nos IRC 380 of 2000 and IRC 2937 of 2000) will cease to be a member of the Union within three months of 19 March 2001 and, thereafter as notified by the Branch Secretary to the Branch Executive, be removed from the register of members by the Branch Executive and that person shall from that time cease to be a member of the Union.

PART C

In addition the Union shall consist of an unlimited number of persons being:

(a) All assistants and all labourers, general or special, engaged in connection with the work of boilermakers, blacksmiths, engineers (including electrical engineers), moulders, coppersmiths, sheet iron workers, plumbers, springmakers, electricians, motor mechanics, and/or any other mechanics engaged in the iron, steel and metal industries.

(b) Dressers, grinders, drillers on stationary machines, furnacemen (including forge furnacemen), pipe moulders, tool storemen, and all labourers, general or special, engaged in the iron, steel and metal industries, or engaged in the cast-iron pipe-making industry, steel locking bar pipe industry, riggers and scaffolders (other than riggers on ships and riggers and scaffolders employed in shipyards, dockyards and in building operations), machinists (excepting operators of punching, shearing, riveting, rolling, bending, angle or plate straightening, nipping and notching machines and smithy machines), and all assistants to mechanics, and labourers, general or special, employed in construction shops.

(c) Machinists engaged in the steel locking bar pipemaking industry. All persons employed in the iron, steel and tinplate rolling industries, in the manufacture of galvanised iron, in the manufacture and/or rolling of brass, copper and aluminium and other non-ferrous metals and in the process of lining and/or covering pipes with bitumen, all persons engaged in the manufacture of insulation materials at the works of Bradford Insulation Pty. Ltd., Clyde Street, Hamilton, all persons employed in the manufacture of insulwool, slagwool, or like insulation materials, or employed by the manufacturer of such materials in the installation thereof, and all persons employed in the machine horseshoemaking industry and in the reinforced-steel industry carried out in the workshops, factories or foundries.

(d) Persons engaged in a repetition or specialised process of the production of or assembling of machine parts or metallic articles. Persons engaged in the assembling of motor chassis, bumper-bars, motor accessories and the like, and employees, including labourers, engaged as assistants in the manufacture of such articles and/or accessories and the like, excepting assemblers of engines, engineers, fitters, turners, planers, shapers, slotters, millers and motor mechanics. Operators of metal spraying machines and labourers employed directly or indirectly as assisting such workers. All employees other than tradesmen engaged in the erection of television antennae excepting that those persons including tradesmen who are eligible for membership of the Union pursuant to rule 4(l)(a) and (b) shall remain eligible for membership of the Union.

(e) All workers in wire, employees in or about wire netting, and other wire works, employees engaged in the manufacture of metal wire or any article or articles made therefrom, employees in the process of galvanising or tinning articles of wire or any form of metal, and in all processes leading up to the preparation of such tinning or galvanising, and tubular gate-making.

(f) All classes of employees which are referred to in the preceding paragraphs (a) and (b) engaged in or in connection with the industries of shipbuilding and ship repairing or engaged in or in connection with the work of foundries, together with such other persons, whether employees in any industrial pursuit or pursuits or not, who may have been appointed officers of the association and admitted as members thereof; provided that no boilermaker, blacksmith, engineer, electrician, moulder (other than pipe moulders), coppersmith, sheet metal worker, tinsmith, canister maker, plumber or springmaker shall be eligible to become a member of this Association other than those persons including tradesmen who are eligible for membership of the Union pursuant to rule 4(1)(a) and (b).

(g) All persons employed to assist and facilitate work of engineering, electrical and other metal tradesmen in the performance of work for which such tradesmen or other technical supervisors are responsible, notwithstanding that their work includes hoisting, lowering, fleeting, whether by block and tackle or by other means, tools, equipment, machinery or other articles or material in connection with the work of such tradesmen in ship-yards and or between ship and shipyard and dockyard. This paragraph shall apply notwithstanding any other provision of this rule, but shall not by implication affect the construction of the other provisions of this rule.

(h) Without limiting the forgoing or in any way being limited by the forgoing, persons other than tradesmen, employed at the works of Sulphide Corporation Pty. Ltd. and Greenleaf Fertilizers Ltd.

PART D

(1) Notwithstanding anything else in this rule, and without being limited by any other provision of this rule, and without limiting any other provision of this rule the Union shall consist of all persons employed in or in connection with the Glass Manufacturing industry and without limiting the generality thereof shall comprise all persons employed within that industry;

(a) in or in connection with the fabrication of goods from the products of that industry, or

(b) in or in connection with the fabrication of goods comprising glass, fibreglass, or any other similar matter or substance.

PART E

(1) Notwithstanding anything else in this Rule, and without being limited by any other provision of this Rule the Union shall consist of an unlimited number of members employed in or in connection with, including selling tickets by any means in connection therewith, or in or about any kind of amusement, whether indoor or outdoor, including:

(a) Theatres, Cinemas, Halls, Racecourses, Sports, Exhibitions, Agricultural Shows, Planetaria, Animal Parks, Puppet Shows and Film and Videotape Exchanges but excluding any person employed in or about the foregoing in any capacity in or in connection with the provisions, sales service or preparation of food or drink;

(b) Clubs, licensed clubs and discotheques, but only insofar as such employees are employed as Set and Property Carpenters and Painters, Stage Crews, Mechanists, Projectionists, Audio and Lighting Technicians, Flyman, Props Persons, Scenic Artists, Wardrobe including Dressers, Costume and Property Workers, Stage Managers, Make-up Artists, Hair Dressers, Wig Makers and Wig Dressers, Directors, Choreographers and Designers;

(c) Casinos, but only insofar as employees are employed as supervisors, Pit Bosses, Inspectors, Croupiers, Dealers, Bankers Cashiers and Change Clerks;

(d) In all aspects of Motion Picture Film, Video and Television Production and Processing, including but without limiting the generality of the foregoing Producers, Directors, Production or Studio Unit Managers, Assistant Directors, Production Accountants, Dialogue and/or Commentary Writers, Script and/or Continuity Recordists, Location and/or Talent Scouts, Contactmen, Operative Cameramen, Special arid/or Process Cameramen, Title and/or Cartoon Cameramen, Camera Dolly and/or Rotambulation Operations, Slate Operations, Studio Gripmen, Studio Mechanists, Chief Sound Engineers, Sound Engineers, Sound Recordists, Microphone Boom Operators, Sound Mixes, Film Editors, Film Cutters, Specialists Film Cutters, Film Librarians, Film Vault Keepers, Film Splicers, Laboratory and/or Studio Maintenance Men, Film Stock Keepers, Film Laboratory Managers, Film Laboratory Chemists, Film Printing Operators, Film By-Product Operators, Film By-Product Recovery Chemist, Film Timers, Film Cleaners and/or Waxers, Film Checkers, Laboratory and/or Studio Projectionists, Film Processors, Film Graders, Film Despatchers, Film Packers and Film Examiners, Supervising and other classes of technician involved in Maintenance, Installation, Video-tape, Lighting, Telecine or Audio Departments, Cinecameramen, Videocameramen, Set Designers, Graphic Artists, Co-ordinators, Stills Photographers, Floor Managers, Film Sound Recordists, Wardrobe Supervisors and Assistants, Set and Property Carpenters, and Painters, Property men/women, Scenic Artists, Producers, Directors Assistants, Vision Switchers, Set Dressers, Hairdressers, Film Department Assistants, Studio Hands, Film/Videotape and Record Librarians, Property and Scenery Storepersons and all trainees and inexperienced adults employed in or in connection with television or video-tape production houses;

(e) In Film and Television Distribution, persons employed in Film Release and Control, Statistics and Contracts, Film Despatch, Projectionists, Assistant Projectionist, Film Packers, Film Checkers, Film Examiners, Film Cleaners and Film Splicers; and

(f) Tourist Guides, but excluding Tourist Guides covered by the Constitutional rule of the Public Service Association of New South Wales. Cinema and Theatre Management and Treasurers throughout New South Wales together with such other persons whether so employed or not, as have been elected officers and industrial staff of the Union and have been admitted as members thereof.

PART F

(1) Notwithstanding any other provision of this Rule, nothing in any one Part of this Rule limits the eligibility of a person for membership of the Union pursuant to any other Part of this Rule, nor the right of the Union to enrol such persons who are otherwise eligible for membership pursuant to such other Part or Parts of this Rule.

(2) Notwithstanding the other provisions of this rule, the holders of Office in the Union shall be eligible for membership of the Union together with such other persons whether employees in any industrial pursuit or pursuits or not, who may have been appointed officers of the FIA prior to the amalgamation of the FIA with the AGWU, ASE and AWU and admitted as members thereof.

PART G

Notwithstanding anything else in this rule, and without being limited by any other provision of this rule, the union shall consist of an unlimited number of employees wholly employed in the making of all kinds of gramophone records and/or any such like article as is used on all kinds of talking or musical machines, except artists, singers, performers, musicians, associated technical crew and any employee eligible to be a member of the Media, Entertainment and Arts Alliance, New South Wales.

PART H

The Union shall consist of an unlimited number of persons not of general bad character who are employed or are competent to be employed in the undertaking industry as Branch Managers, Embalmers, Shopperson, Makers and Polishers of Coffins, Yardperson and Motor Drivers who for the major and substantial portion of the time are employed in the undertaking industry, and Undertakers' Assistants, and all persons employed in and in connection with Cemeteries and Crematoria excluding, however all such persons who are covered by the constitution of any other registered Industrial Union of Employees, together with such other persons whether employed in any industrial pursuit or not, who may have been appointed officers of the Union and admitted as members thereof.

PART 3 – MEMBERSHIP OF THE UNION

RULE 7 – ADMISSION TO MEMBERSHIP

(1) Application for membership of the Union may be made by:

(a) providing the Union with a signed application form and:

(i) a valid payroll deduction authority;

(ii) a valid direct debit authority; or

(iii) arranging payment of the contribution required by Rule 9, or

(b) completing a Union membership form electronically and:

(i) providing the Union with a valid payroll deduction authority;

(ii) providing the Union with a valid direct debit authority; or

(iii) arranging payment of the contribution required by Rule 9, or

(c) providing all required details for admission to membership and acknowledgement of the obligations of membership over the phone to a Union representative and:

(i) providing the Union with a valid payroll deduction authority;

(ii) providing the Union with a valid direct debit authority; or

(iii) arranging payment of the contribution required by Rule 9.

If an application for membership is made over the phone, the Union must ensure a detailed record of the phone call is recorded and retained by the Union. The applicant must also be informed in writing of the financial obligations of membership and how they can resign.

(2) Any person having made application for membership as prescribed in sub-rule (1) of this Rule must, except as otherwise provided for in these Rules, be admitted to membership of the Union. A person will become a member from the date that the first payment of the contribution is received.

BACKDATING IS BREACH OF RULES

(3) It is a breach of the Rules for any member or authorised person to back-date an application for membership in the Union or to back-date a payroll deduction authority or to backdate a financial institution direct debit Authority and it is an act of misconduct for an official of the Union to back-date an entry on Branch membership rolls of any member of the Union.

(4) Persons having made applications by way of signing a payroll deduction authority or an approved financial institution direct debit Authority, may have their names entered on the Branch membership roll from the date the payment was deducted from their wages or financial institution notwithstanding the date that the Union receives payment of such monies.

REFUSING ADMISSION TO MEMBERSHIP

(5) Any person who has been admitted to membership may, in accordance with this Rule, be required, upon notice in writing given at any time by a Branch Executive or the National Executive on the date stated in such notice, not being less than 28 days after the date of posting or delivery of such notice, to give evidence satisfactory to such Branch Executive or the National Executive that such person:

(a) was at the time of being admitted to membership eligible to become a member; and/or

(b) is entitled to remain a member of the Union.

In default of such evidence, a Branch Executive or the National Executive may by resolution declare that such person was not entitled to or has ceased to be entitled to be a member of the Union, and such declaration is binding upon such person and upon all members of the Union.

APPEAL AGAINST REFUSAL OF MEMBERSHIP

(6) In a case where the decision of the Branch Executive of any Branch is against the admission of the person applying, the person has the right to appeal to the National Executive whose decision is, subject to the provisions of any law at the time, to be final and the date of the decision where favourable is deemed to be the date of admission.

MEMBERSHIP THROUGH AMALGAMATION

(7) In the event of the Union entering into an agreement to amalgamate, merge or otherwise combine with any other trade union or organisation of employees the members of such other trade union or organisation may be admitted to membership in this Union in accordance with the terms of such agreement. Notwithstanding the provisions of subrules (1) and (2) of this Rule, persons may be admitted to membership pursuant to an agreement to amalgamate, merge or otherwise combine, without making application in the prescribed form. Except as otherwise provided for by the *Fair Work (Registered Organisations) Act 2009*, any person so admitted pursuant to an amalgamation under the *Fair Work (Registered Organisations) Act 2009* becomes a member from the day fixed by FWA for the amalgamation to take effect. In any other case any person so admitted becomes a member as from the commencement of the day following the unconditional execution of the agreement or on such later date as may be specified in the agreement.

ADVICE OF OBLIGATIONS OF MEMBERSHIP

(8) Every applicant for membership must be advised in writing, in the form as may be determined by National Executive from time to time, of:

(a) the financial obligations arising from membership; and

(b) the circumstances and the manner in which a member may resign from the Union.

APPRENTICES AND TRAINEES MAY BE MEMBERS

(9) Apprentices and trainees may be admitted to membership of the Union upon becoming apprentices or trainees or upon registration as an apprentice or trainee, and are entitled to the same privileges as full members.

ALLOCATION OF MEMBERS TO BRANCHES

(10) Members belong to the Branch which covers the location of their primary place of employment, or if unemployed, the Branch which covers the location of their last place of employment.

RULE 8 – INCORPORATION OF STATE UNIONS

(1) This Rule applies in respect of the States of New South Wales, Queensland, South Australia and Western Australia and the Branches of the Union within those States ("the designated State Branches").

(2) Nothing contained in this Rule affects the application of any other Rule to the designated State Branches and to the holders of Offices therein or to members of those Branches except insofar as this Rule may be inconsistent with another Rule in which event the provisions of this Rule prevail to the extent of any such inconsistency.

(3) A reference in this Rule to:

(a) A "**New South Wales State Union**" is a reference to either "The Australian Workers' Union, New South Wales" or the "Gas Industry Salaried Officers Federation, New South Wales Branch" or “The Recorded Media Industry Union of New South Wales” or the “Gas Employees Union” being Unions registered under the provisions of the *Industrial Relations Act 1996 (NSW)*.

(b) A "**Queensland State Union**" is a reference to either "The Australian Workers' Union of Employees, Queensland" or "The Federated Ironworkers' Association of Australia (Queensland Branch) Union of Employees", being Unions registered under the provisions of the *Industrial Relations Act 1999 (Qld)*.

(c) A "**South Australian State Union**" is a reference to the "Amalgamated AWU (S.A.) State Union" being a Union registered under the provisions of the *Fair Work Act 1994 (SA)*.

(d) A "**Western Australian State Union**" is a reference to "The Australian Workers' Union, West Australian Branch Industrial Union of Workers", or "The Forest Products Furnishing and Allied Industries Industrial Union of Workers WA" being Unions registered under the provisions of the *Industrial Relations Act 1979 (WA).*

(4) Any person signing an application for membership of the Union in a designated State Branch must either sign a payroll deduction authority, a financial institution direct debit authority or pay the prescribed contribution to the Branch Secretary, Organiser, Representative or other authorised person of that designated Branch.

(5) The signing of an application form for membership of the Union in a designated State Branch constitutes an application for membership of the Union and is deemed to be an application for membership of the appropriate State Union with constitutional coverage listed under sub-rule (3).

(6) The subsequent issuing of a membership ticket prescribed by sub-rule (8) does, if the applicant is employed in or in connection with any of the industries or callings set out in either or both Rule 5 or 6 hereof, constitute admission to membership of the Union and of the relevant State Union.

(7) Every person who is issued with a membership ticket prescribed by this Rule becomes and remains, as the case may be, first a member of this Union and then a member of the relevant State Union.

(8) The membership ticket must include in respect of the respective designated State Branches the following words:

(a) New South Wales Branch:

Membership ticket of both The Australian Workers' Union a Union registered under the provisions of the *Fair Work (Registered Organisations) Act 2009* and of

(i) The Australian Workers' Union, New South Wales;

(ii) The Gas Industry Salaried Officers Federation, New South Wales Branch;

(iii) Gas Employees Union; or

(iv) The Recorded Media Industry Union of New South Wales

(whichever is applicable) being a Union registered under the provisions of the *Industrial Relations Act 1996 (NSW).*

(b) Queensland Branch:

Membership ticket of both The Australian Workers' Union a Union registered under the provisions of the *Fair Work (Registered Organisations) Act 2009* and of

(i) The Australian Workers' Union of Employees, Queensland, or

(ii) Federated Ironworkers Association of Australia (Queensland Branch) Union of Employees.

(whichever is applicable) being a Union registered under the provisions of the *Industrial Relations Act 1999 (Qld).*

(c) South Australian Branch:

Membership ticket of both The Australian Workers' Union a Union registered under the provisions of the *Fair Work (Registered Organisations) Act 2009* and of the Amalgamated AWU (S.A.) State Union being a Union registered under the provisions of the *Fair Work Act 1994 (SA).*

(d) West Australian Branch

Membership ticket of both The Australian Workers' Union a Union registered under the *Fair Work (Registered Organisations) Act 2009* and of

(i) The Australian Workers' Union West Australian Branch, Industrial Union of Workers, or

(ii) The Forest Products Furnishing and Allied Industries Industrial Union of Workers WA,

(whichever is applicable) being a Union registered under the provisions of the *Industrial Relations Act 1979 (WA).*

(9) A person who is a financial member of the union or a person acquiring financial membership of the union is not obliged to pay any fees to any of the States Unions referred to in subrule(3).

(10) The Secretary of the relevant State Union is to have full and free access during working hours to ticket butts and/or application forms for membership obtained through the designated State Branch of the Union in the State in which the Union is registered pursuant to legislation of that State.

(11) Notwithstanding the other provisions of Rules 7 and 8 no person shall be eligible for membership of the Union pursuant to Rules 7 and 8 who is not otherwise eligible for membership pursuant to the provisions of Rules 5 and 6.

(12) Notwithstanding any other provision in these Rules, the membership contributions for a person who is, or wishes to become, a member of the Union and The Australian Workers' Union of Employees, Queensland (AWUEQ) may be paid to the AWUEQ. Payment of full membership contributions to the AWUEQ will satisfy the requirement to pay membership contributions under these Rules and will mean the person is a financial member of the Union with all attaching rights and obligations.

For the purposes of determining Queensland Branch representation and voting rights for National Conference and National Executive under Rule 26 and the Queensland Branch contribution to National Office required under Rule 53, the total membership contributions received by the AWUEQ confirmed in its audited report will be included in the calculation in the same amount and to the same effect as if those contributions had been received by the Queensland Branch.

This sub-rule will only have effect if the AWUEQ has a rule in place requiring it to make contributions to National Office on behalf of the Queensland Branch in accordance with Rule 53. If such a rule is not in effect, membership contributions for members of the Union in Queensland and the Northern Territory must be paid to the Queensland Branch in accordance with Rule 10.

RULE 9 – RATE OF CONTRIBUTIONS

SETTING CONTRIBUTION RATES

(1) The contributions to be paid by members of the Union are those determined by the National Executive from time to time. The National Executive may determine that different contribution rates will be paid by different categories or classes of members.

Provided that the payment of contributions may be waived by the National Executive from the date of its decision, or any previous or future date, in respect of any member, members or class or classes of members where, in the opinion of the National Executive, such waiver would be in the best interests of the Union or a Branch or Branches of the Union, and such waiver may be in whole or part and may be otherwise in any terms considered necessary and advisable by the National Executive.

These Rules may provide exceptions to this Rule.

RATE OF CONTRIBUTIONS FOR UNEMPLOYED OR UNFIT MEMBERS

(2) Any member who is off work for a period exceeding three months and is receiving less than 75% of their normal rate of pay through:

(a) unemployment; or

(b) not being fit for work due to illness, injury or accident not covered by the relevant workers' compensation system,

may make application to his or her Branch Secretary for exemption from payment of contributions and levies for the period of his or her absence from work and the Branch Secretary may grant such exemption if satisfied of the bona fides of such application.

Any member who has been exempted from payment of contributions under this Rule for a period of twelve months, shall then commence to pay the sum determined by the National Executive from time to time. Failing such payment the member shall cease to be entitled to hold or contest any position or Office in the Union or to any benefits of membership. The member shall be allowed the benefit of this Rule for the period of twelve months immediately after the first twelve months' total exemption.

Members receiving workers' compensation benefits will pay the amount determined by the National Executive from time to time.

RETIRED MEMBERS

(3) A member is entitled to become an honorary retired member of the Union if:

(a) they have retired from working;

(b) they were a financial member of the Union when they retired; and

(c) the relevant Branch Secretary has approved their application.

Notwithstanding the above, where in the event of an amalgamation, any member or class of members of a Trade Union or organisation amalgamating with this Union is, as at the date of amalgamation, exempt from paying contributions to that other union, such exemption shall apply to their membership of this Union.

Honorary retired members pay the contributions determined by the National Executive from time to time.

HONORARY MEMBERS

(4) An honorary retired member who was a member of the Union when they retired from working can remain a member, be included on the membership register and is entitled to vote in elections if:

(a) they were an Officer of the Union; or

(b) they were a member of The Australian Workers' Union, New South Wales ("**AWU NSW**") when they retired and remain a member of the AWU NSW.

In all other cases, a retired person can pay the honorary contribution set by National Executive from time to time and is entitled to the benefits approved by the National Executive for an honorary retired member – but cannot be included on the membership register and is not entitled to vote in elections. This is due to the operation of s 171A of the *Fair Work (Registered Organisations) Act 2009* (Cth).

RULE 10 – CONTRIBUTIONS - WHEN AND HOW PAYABLE

WHEN CONTRIBUTIONS ARE PAID

(1) Quarterly contributions are due and payable on the first day of the first month of each quarter and must be paid no later than the last day of the first month of each quarter. Quarters are deemed to begin on the first day of July, October, January and April respectively.

(2) Annual contributions become payable on the first day of July each year and must be paid no later than 31 July each year.

RECOVERY OF OWED CONTRIBUTIONS

(3) Members who continue in arrears after 31st July each year, after being notified, may be sued for the recovery of any contributions owing.

PAYING CONTRIBUTIONS

(4) All contributions, fines, levies and dues owing by a member must be paid to the Branch Secretary or other duly appointed representative of the Branch on whose register the member is enrolled, and such duly appointed representatives must immediately pay all such moneys received into the registered office of the Branch. Where there is no Branch established members must pay their dues to the National Secretary.

WAIVING PAYMENT OF CONTRIBUTIONS

(5) National Executive may if it sees fit and subject to the agreement of any affected Branch Executive, waive payment of the whole or any portion of contributions, levies or other dues owing by any member or class of member if in its opinion special circumstances exist which make it desirable or reasonable to do so.

PAYROLL DEDUCTIONS

(6) Notwithstanding anything elsewhere contained in the Rules, Branch Secretaries or other authorised Officers may, subject to the approval of the National Executive, make an arrangement with an employer for deducting, on the written authority of a member in the employment of the employer, amounts by way of contributions, levies, or other moneys payable to the Union, from the wages or moneys payable to a member by the employer. So long as such arrangement is in force, and a written authority by a member employed by the employer for the making of deductions in accordance with the arrangement remains in force, the member is (unless the member was an unfinancial member of the Union at the end of the quarter immediately preceding that during which he gave the authority) deemed to be a financial member of the Union and of their Branch and to be fully financial in the

Union and their Branch, notwithstanding any other provision of these Rules. If such member owes any money to the Union (whether by way of arrears owing at the time the authority came into force, or other amounts the collection of which is not provided for by the arrangement) such money remains owing by the member and may be recovered by the Union, but does not affect their financial status as determined under this subrule. A member who was unfinancial at the end of the quarter immediately preceding that during which he gave the authority continues to remain unfinancial until he pays all amounts owing at such end of quarter, but as from the date of such payment their financial status is to be determined as if he had made such payment prior to giving authority.

Where such an arrangement was made, or such an authority was given before this subrule came into force, the financial status of any member who has given the authority, or has given any authority pursuant to the arrangement, is to be determined as if this subrule had been in force at that time.

If a member had a valid arrangement in force but the AWU ceases to receive any membership contributions in accordance with that arrangement without reasonable explanation for a period exceeding 60 days from a regular payment date, the member will cease being treated as a financial member immediately when the 60-day period ends.

The AWU must advise the member in writing during the 60 day period that they will lose their financial status at the end of the 60 day period if their contributions are not received.

DIRECT DEBIT PAYMENTS

(7) Notwithstanding anything elsewhere contained in the Rules, Branch Secretaries or other authorised Officers may, subject to the approval of the National Executive, make an arrangement with a financial institution for deducting, on the written authority of a member who holds an account with

the financial institution, amounts by way of contributions, levies or other moneys payable to the Union, from the member's account. So long as such arrangement is in force, and a written authority by a member who holds an account with the financial institution for the making of deductions in accordance with the arrangement remains in force, the member is (unless an unfinancial member of the Union at the end of the quarter immediately preceding that during which s/he gave the authority) deemed to be a financial member of the Union and of their Branch and to be fully financial in the Union and their Branch, notwithstanding any other provision of these Rules. If such member owes any money to the Union (whether by way of arrears owing at the time the authority came into force, or other amounts the collection of which is not provided for by the arrangement) such money remains owing by the member and may be recovered by the Union, but does not affect their financial status as determined under this subrule. A member who was unfinancial at the end of the quarter immediately preceding that during which he gave the authority continues to remain unfinancial until he pays all amounts owing at such end of quarter, but as from the date of such payment their financial status is to be determined as if he had made such payment prior to giving authority.

Within this subrule "financial institution" includes a bank, building society, credit union or credit card organisation.

Where such an arrangement was made or such an authority given before this subrule came into force, the financial status of any member who has given the authority or has given any authority pursuant to the arrangement, is to be determined as if this subrule had been in force at the time.

If a member had a valid arrangement in force but the AWU ceases to receive any membership contributions in accordance with that arrangement without reasonable explanation for a period exceeding 60 days from a regular payment date, the member will cease being treated as a financial member immediately when the 60-day period ends.

The AWU must advise the member in writing during the 60 day period that they will lose their financial status at the end of the 60 day period if their contributions are not received.

RULE 11 – MEMBERSHIP TICKETS

(1) It is a breach of these Rules for any person issuing a membership ticket to back date such membership ticket.

(2) A membership ticket may be issued in an electronic form.

RULE 12 – DUPLICATE TICKET

Any member whose ticket past or present, has been lost or destroyed may apply to their Branch or District Secretary for a duplicate ticket and upon the production if required of a satisfactory statutory declaration as to the loss or destruction of their ticket then the respective Secretary shall supply the applicant with a duplicate ticket.

RULE 13 –HONORARY LIFE MEMBERSHIP

(1) The distinction of Honorary Life Membership may be conferred by the National Executive either on the recommendation of a Branch Executive or on its own motion as a mark of appreciation of specially meritorious services to the Union by such member.

(2) In the case of a member conferred with Honorary Life Membership they shall not be required to pay any contributions.

(3) An Honorary Life Member is deemed financial, can be included on the membership register and is entitled to vote at any election if:

(a) they have not retired from working;

(b) they are an Officer of the Union; or

(c) they were a member of The Australian Worker's Union, New South Wales ("**AWU NSW**") when they retired and remain a member of the AWU NSW.

In all other cases, an Honorary Life Member does not have to pay the honorary membership contribution rate set by the National Executive but cannot be included on the membership register and is not entitled to vote at elections. This is due to the operation of s 171A of the *Fair Work (Registered Organisations) Act 2009* (Cth).

(4) A decision to issue a member with Honorary Life Membership must be affirmed by no less than two thirds of the total number of votes of the National Executive or it shall have no effect.

(5) Any person who was a life member of either the AWU or FIME immediately before the amalgamation of those Unions shall, subject to these Rules, remain a life member of the Union.

RULE 14 – RESIGNING AS A MEMBER

(1) A member may resign membership of the Union by notice in writing. Notice addressed to an Officer of the relevant Branch of the Union must be signed by the member and provided to the union by mail, facsimile, email or in person.

(2) A notice of resignation that has been received by an Officer of the Branch of the Union is not invalidated by reason of the fact that it has not been addressed and delivered in accordance with sub-rule (1) if the member is informed in writing by the Union that the resignation has been accepted.

(3) Resignation or notice of resignation does not lessen the member's obligation to pay to the Union any sum which becomes payable prior to the members resignation.

(4) A notice of resignation of membership takes effect:

(a) Where the member ceases to be eligible to become a member of the Union:

(i) on the day on which the notice is received; or

(ii) on the day specified in the notice which is a day not earlier than the day when the member ceases to be eligible to become a member

whichever is the later; or

(b) In any other case:

(i) at the end of two weeks after the notice is received; or

(ii) on the day specified in the notice

whichever is the later.

RULE 15 - CEASING TO BE A MEMBER AND PURGING THE REGISTER OF MEMBERS

(1) Persons shall cease to be members of the Union if

for a continuous period of twelve months they have taken employment in an industry, vocation or calling outside of the conditions of eligibility specified by Rule 5 of these Rules.

(2) Notwithstanding the provisions of this Rule, a member who is an Officer and life members shall, subject to compliance with the Rules of the Union, be entitled to remain a member of the Union.

(3) A member is deemed to have resigned if they have been an un-financial member for a continuous period of 24 months. In such case the Branch Secretary must remove the name and postal address of the member from the register within 28 days.

(4) In calculating the period for the purposes of subrule (3), any period in relation to which the member was not required by the rules of the organisation to pay the dues is to be disregarded.

A person whose name is removed from the register under subrule (3) ceases to be a member of the organisation on the day that the person is removed.

(5) A member who has been purged may still be sued for arrears outstanding as at the time he or she is so purged.

(6) Where an unemployed or ill member has been paying contributions in accordance with Sub Rule 9(2) then at the end of the second year mentioned in that Sub Rule the member ceases to be a member of the Union and the members name is to be removed from the register

PART 4 – RIGHTS AND DUTIES OF MEMBERS

RULE 16 – RIGHTS OF MEMBERS

COPY OF RULE BOOK

(1) Any member of the Union may request the National Secretary or a Branch Secretary to supply them with a copy of the Rules of The Australian Workers' Union. Upon such a request the National Secretary~~,~~ or Branch Secretary concerned must within seven days, and if that member has been provided with a copy of the same rules or amendments free of charge within the past 3 years upon receipt of the prescribed amount of twenty dollars, supply to the member a copy of the Rules of The Australian Workers' Union.

INSPECTING MINUTES OF NATIONAL CONFERENCE AND NATIONAL EXECUTIVE

(2) Any member of the Union may upon request to the Branch Secretary with seven days notice inspect a copy of the Minutes of each Biennial National Conference and/or Special National Conference and/or National Executive at the Branch office during the ordinary hours in which the Branch office is open.

RULE 17 – DUTIES OF A MEMBER

OBEY THE RULES

(1) Every member must observe, abide by and carry out each of the Rules of the Union applicable to them. It is contrary to the Rules of the Union for a member to threaten, initiate or engage in unprotected industrial action as defined by the relevant legislation.

OBSERVE RESOLUTIONS OF THE UNION

(2) A member must not knowingly fail to observe any resolution of the National Conference, National Executive or of the Branch Executive to which a member belongs.

GIVE INFORMATION

(3) Every member, after having been reasonably requested to do so, must give any information of which the member is aware as to any industrial matter which is the concern of the Union, to the National Conference, National Executive or a Branch Executive who makes such request (or to any person who is authorised to make such request on their behalf).

NO OBSTRUCTION OF OFFICERS

(4) A member must not obstruct, interfere with or delay any Officer in the execution of the Officer's duties or any of the National Conference, National Executive, Branch Executive, or other body of the Union in the performance of any of its functions.

ASSIST OFFICERS

(5) Every member after having been reasonably requested to do so must assist any Officer in the carrying out of their duties if the assistance required is of such a nature that it is proper and reasonable to require it.

NO DISORDERLY CONDUCT

(6) A member must not act in any disorderly, offensive or disruptive manner at any meeting of the Union.

SAFEGUARD MEMBERSHIP TICKET

(7) Members must not allow their Union ticket to pass out of their possession except when the Union ticket is required by an auditor or an Officer or other person who requires it for some proper purpose under the Rules or other lawful reason.

NO ASSISTING BREACH OF RULES

(8) A member must not aid or encourage any member in doing or omitting to do anything contrary to this Rule.

WORK FOR AWARD/AGREEMENT RATES

(9) Members must not work at lower rates than either, those prescribed by the policy of the Union or, those prescribed by any award or industrial instrument regulating the rates, terms and conditions of employment for the work that the member is engaged in.

BREACH OF RULE IS MISCONDUCT

(10) A member who knowingly commits any breach of this Rule may be found guilty of misconduct.

ADVISE CHANGE OF ADDRESS

(11) A member must inform the AWU within 14 days of a change to their name, postal address or primary place of employment.

RULE 18 – STATUS OF UNFINANCIAL MEMBERS

Except as elsewhere provided in these Rules unfinancial members are not entitled, so long as they remain unfinancial, to take part in any ballot or to speak or vote on any question, nor to any other benefit of membership.

RULE 19 - MISCONDUCT

(1) The National Conference, National Executive and, subject to subrule (8) each Branch Executive, has the power to hear and determine charges under this Rule.

CHARGING A MEMBER WITH MISCONDUCT

(2) Any member may charge any other member with:

(a) committing any breach of the Rules;

(b) failing to comply with any resolution or direction lawfully passed or given under any Rule of the Union after having notice thereof;

(c) committing any fraudulent or unlawful act in relation to the funds or property of the Union or in relation to any election held under its Rules;

(d) wrongfully holding himself or herself out as occupying any Office or position in the Union or any Branch, Sub-Branch, or District thereof, or as being entitled to represent the Union or any Branch, Sub-Branch, or District in any capacity unless the member believed on bona fide and reasonable grounds that s/he was entitled to so act;

(e) behaving in a drunken, disorderly or offensive manner at any meeting held under the Rules of the Union or in the Office of the Union or of any Branch, Sub-Branch or District;

(f) knowingly giving false information to any Officer, representative or employee of the Union or any person acting as or on behalf of a Returning Officer conducting any election under its Rules relating to any Union business or election or any matter affecting the interests of the Union or its members;

(g) aiding or encouraging any other member in any offence under the Rules;

(h) gross misbehaviour;

(i) gross neglect of duty;

(j) having ceased to be eligible to hold Office according to the Rules of the Union.

SUMMONS TO CHARGED MEMBER

(3) Any charge may be made orally or in writing and must be made to the National Secretary or the Branch Secretary. Such Officer may, subject to being satisfied as to the reasonableness of such charge, and must if directed by National Conference or National Executive or (in the case of the Branch Secretary) by the Branch Executive summon the member charged. Any summons must be in writing and must state the time and place of the hearing, the name of the person laying the charge, and the substance of the charge. The person charged must be given at least twenty-one days' notice of the hearing and if required to attend at a place more than 80 kilometres from their place of abode must be given his or her return fare. The person charged must, upon request, be supplied with such further particulars as may be necessary to indicate the precise matters of the charge.

For the purpose of giving notice under this Rule it will be sufficient for such notice to be sent by a pre-paid registered mail to the address of the member being charged at the last address recorded in the membership records of the Union.

The charged member will be deemed to have received the notice three days after the date such notice was posted in accordance with this Rule.

(4) At the appointed time and place (or any time and place to which the meeting is adjourned or postponed and of which the person charged is notified) the charge may be heard and determined, whether or not the person charged is present, unless a satisfactory explanation of their absence has been received.

RIGHT TO BE HEARD

(5) If the person attends at the appointed time and place he or she must:

(a) be informed of the substance and source of any information adverse to him or her on which the tribunal relies.

(b) be given a reasonable opportunity to defend himself or herself and may if he or she wishes personally address the tribunal and give evidence and tender written submissions.

(c) be permitted the use of an interpreter if he or she does not have a sufficient command of English.

(d) have the right to submit such written statements by witnesses as he or she desires and to call to give personal evidence such witnesses as the tribunal considers necessary or desirable, having regard to the nature of the charge, the evidence and all the circumstances.

(6) (a) The person charged is not entitled to be represented by another person except with the permission of the tribunal; provided that if a legally qualified person is permitted to appear to present a charge the person charged must be permitted similar representation if they so request.

(b) The Tribunal has the right to give directions to ensure that its proceedings are conducted in an orderly fashion with reasonable dispatch and without unnecessary repetition or the introduction of irrelevant material.

(c) The powers of the tribunal under this subrule are, subject to any directions given by the tribunal, to be exercised by the Chair.

PENALTY

(7) Where the relevant tribunal is satisfied that the charges are proven, the tribunal may:

(a) Expel the charged member from membership of the Union if it is also satisfied -

(i) That the breach or breaches was or were deliberately committed by the reported member; and

(ii) That the breach or breaches is or are sufficiently grave to warrant expulsion; or

(b) Suspend them from membership or deprive them of any right or benefit of membership for any specified period or until the happening of any specified event or until performance of any specified act and/or remove them from any elected Office or position.

Suspension from membership deprives a member of the benefits of membership including the right to hold Office but does not relieve them of the obligations of membership. Suspension for any particular offence must, unless it has previously expired according to the terms of the decision imposing it, terminate six months after the suspension commenced. Where a person is found guilty of more than one offence cumulative suspensions may be imposed.

Provided however that no member can be dismissed from any elected Office unless he or she has been found guilty of misappropriation of the funds of the Union, a substantial breach of the Rules of the Union or gross misbehaviour or gross neglect of duty or has ceased, according to the Rules of the Union, to be eligible to hold such elected Office.

APPEAL

(8) An appeal lies in respect of any decision under this Rule from a Branch Executive to National Executive and from National Executive to National Conference. Notice of appeal must be given in writing to the National Secretary within one month and must set forth in full all matters which the appellant desires to be considered. The appeal may be dealt with in meeting or by postal vote.

POWER OF BRANCH EXECUTIVE

(9) The Branch Executive has the power to impose penalties as provided in subrule (7) on members of the Branch, other than National Officers, charges against whom must be dealt with only by National Conference or National Executive.

EXPULSION

(10) An expulsion shall operate from the date of the decision to expel and, notwithstanding that a decision to expel may be reversed on appeal, the lodgment of an appeal does not operate as a stay of the expulsion.

(11) Any member expelled from the Union must not be readmitted to membership without the sanction of the National Executive or National Conference.

(12) Members must take all reasonable steps to exhaust the internal appeal procedures prescribed by this Rule before commencing proceedings to challenge any decision made, pursuant to this Rule, in the Federal Court of Australia or any other court/tribunal which may have jurisdiction.

PART 5 – NATIONAL STRUCTURE OF THE UNION

RULE 20 – NATIONAL CONFERENCE

TIME AND PLACE OF NATIONAL CONFERENCE

(1) The National Conference must be held biennially in the second and fourth year of Office at such place and time as the National Executive shall determine and the National Conference consists of the National Officers and of delegates to be elected by each Branch.

BRANCH REPRESENTATION AT NATIONAL CONFERENCE

(2) Each Branch is entitled to one delegate for any number of members up to 2,500 and an additional delegate for every further 2,500 members or part thereof and such delegate must be the relevant Branch Secretary after 2,500 first appearing.

NATIONAL OFFICERS AT NATIONAL CONFERENCE

(3) National Officers shall be ex officio Delegates to National Conference and shall have the same voting and other rights as delegates at the Conference.

NATIONAL EXECUTIVE MEMBERS NOT OTHERWISE DELEGATES

(4) National Executive members, not otherwise delegates to National Conference pursuant to any other provision of this subrule, are to be ex-officio delegates to National Conference but do not have voting rights.

All costs associated with such delegates attending National Conference must be borne by the respective Branch.

METHOD OF VOTING AT NATIONAL CONFERENCE

(5) The method of voting on all matters before the National Conference is to be a "card vote".

BRANCH VOTING RIGHTS AT NATIONAL CONFERENCE

(6) (a) Each Branch is to be allocated one vote for any number of members up to 1,000 and an additional one vote for every further 1,000 members or part thereof.

(b) Branch votes must be evenly allocated, to the third decimal place, to the Branch delegates or their respective proxies as appointed in accordance with these Rules.

NATIONAL OFFICERS VOTING RIGHTS AT NATIONAL CONFERENCE

(7) (a) The National Officers collectively are to be allocated votes based on a figure that represents fifteen percent (15%) of the total number of votes allocated to all Branches.

(b) National Officers votes must be evenly allocated, to the third decimal place, amongst all National Officers or their respective proxies as appointed in accordance with these Rules.

REPLACEMENT BRANCH DELEGATES

(8) Where any Delegate to National Conference is unable to attend the National Conference, the Executive of the Branch by which such delegate was elected, has the power to appoint some other member of the Union, who qualifies for election in accordance with these Rules, to represent that Branch as a Delegate to National Conference.

DELEGATES EXPENSES

(9) The expenses of each delegate are to be paid by the Union at the rate determined by the National Secretary from time to time.

PROXY VOTING

(10) (a) In the event of any delegate or delegates of a Branch being absent the delegate or delegates must give the remaining delegate or delegates of the Branch present power to cast the number of votes that such Branch is entitled to on all questions.

(b) In the event that there are no other delegate or delegates of the Branch present then the delegate or delegates of the Branch being absent may authorise in writing any other Delegate to National Conference to cast a proxy vote on their behalf. Such authority may be general or limited to a particular matter or matters.

(c) A National Officer may authorise in writing any other member of Conference to cast a proxy vote on his or her behalf during any period when such National Officer is absent. Such authority may be general or limited to a particular matter or matters.

SPECIAL NATIONAL CONFERENCE

(11) (a) The National Secretary must call a Special Conference within one month after receipt of resolutions passed by a majority of the Branches at specially summoned meetings, requesting a Special Conference to be held, and stating the business to be dealt with. He must also call a Special Conference whenever he is directed to do so by the National Executive.

(b) Every delegate and Branch shall receive seven days' notice of such Special Conference and of the business to be dealt with. Such notice shall, if practicable, be by letter, electronic mail, facsimile, courier delivery or certified mail. Business additional to that of which notice has been given may be dealt with if no objection is taken at the time, or if upon objection being taken, a majority of members agree to the business being dealt with.

(c) Subject to this Rule, the powers of and procedure at a Special National Conference are the same as the powers of and procedure at a Biennial National Conference.

LEAVE FROM NATIONAL CONFERENCE

(12) No Officer attending the National Conference shall leave without the consent of Conference until the sittings have terminated.

DECISIONS BY MAJORITY OF MEMBERS

(13) All decisions of Conference shall be made by a majority of the members present, unless otherwise provided in these Rules.

RULE 21 – CREDENTIALS OF BRANCH DELEGATES

Every Branch delegate, before first taking their seat at Conference, must have had presented to the National President or other person presiding over the Conference, a letter signed by the Branch Secretary, certifying that the bearer thereof is a delegate of such Branch. Provided that no proceedings of Conference are to be invalidated by reason only of any failure to comply with this Rule.

RULE 22 – POWERS OF NATIONAL CONFERENCE

The National Conference is to be the highest deliberative body of the Union and has the power:

(a) To take such steps as it thinks fit to carry out all or any of the objects of the Union, and to raise or spend such funds as are necessary to carry out the objects.

(b) To decide the general policy of the Union and to take steps to enforce the carrying out of such policy.

(c) To impose levies in accordance with these Rules.

(d) To impose penalties in accordance with these Rules.

(e) To hear and decide any appeal by a member or Branch against any act or decision of the National Executive or a Branch Executive.

(f) To deal with and decide any matter submitted to it by any Branch of the Union.

(g) To make, alter, amend or rescind the Rules of the Union and any Branch.

(h) To delegate any of its powers other than its powers under paragraphs (c), (d), (e), (f), (g), (h), (i), (j) or (k) hereof to any Branch, or to any Committee or Officer of the Union. Provided that such delegation does not prevent the National Conference from itself exercising such powers, and that any exercise of power pursuant to such delegation is subject to appeal to and review by the National Conference.

(i) Subject to Rule 33, to establish or close Branches, Sub-Branches, or Districts of the Union where in its opinion such establishment or closing would be to the benefit of members of the Union or of a Branch of the Union or would improve the organisation or administration of the Union or of a Branch or would effect a necessary reduction of expenditure, or when such establishment or closing is considered necessary for any other bona fide reason.

(j) To confirm, overrule or otherwise deal with decisions of the National Executive.

(k) To exercise all or any of the powers of the National Executive.

(l) To appoint as General Returning Officer, some person who is not:

  (i) an unfinancial member of the Union;

  (ii) the holder of any Office in the Union or a Branch, Sub-Branch, Section or Division of the Union;

  (iii) any employee of the Union or a Branch, Sub-Branch, Section or Division of the Union.

RULE 23 – PROPOSALS FOR NATIONAL CONFERENCE

(1) Proposals for:

(a) the making of new Rules;

(b) the amendment or rescission of existing Rules;

(c) industrial, administrative or policy matters;

must be forwarded to the National Secretary to be received not later than one month prior to the date of the National Conference. Proposals forwarded by email or facsimile will be accepted provided the contents of such email or facsimile are confirmed by signed letter posted by pre-paid post to the National Secretary within a reasonable time after the date of the email or facsimile.

WHO CAN SUBMIT PROPOSALS FOR NATIONAL CONFERENCE

(2) Proposals may be submitted by:

(a) The National Executive;

(b) A Branch Executive;

(c) A Branch Secretary;

(d) Any Branch General Meeting or Branch Delegate Meeting;

(e) National Officers;

(f) Any properly constituted meeting of 15 members. All proposals passed at meetings of members, wherever held under this Rule must stipulate the name of the place at which the meeting was held, the date of the meeting, and must be signed by the Chair.

AGENDA COMMITTEE FOR NATIONAL CONFERENCE

(3) (a) There is to be an Agenda Committee of National Conference comprising the National President and National Secretary.

(b) The Agenda Committee must meet as soon as practicable after the receipt of proposals for National Conference as provided for in subrule (1) of this Rule.

(c) The Agenda Committee is to determine which proposals are to be included on the Agenda of National Conference. Provided that any proposal not included on the Agenda must be tabled at the National Conference.

AGENDA OF NATIONAL CONFERENCE

(4) As far as is practicable, the business to be dealt with by National Conference must be shown on the Agenda paper, but matters including proposals which have been tabled but not included on the agenda pursuant to 3(c) of this Rule may be added to the Agenda paper if agreed to by a resolution of Conference.

NOTICE TO BE SENT TO DELEGATES

(5) Notice of every Biennial National Conference must be sent by the National Secretary to each National Conference Delegate via the Branch Secretary two weeks before the date of such meeting by either mail, facsimile or email.

RULE 24 – NATIONAL EXECUTIVE

(1) There is to be a National Executive consisting of the following:

(a) National Officers who are to be ex officio Delegates to National Executive and who are to have the same voting and other rights as Delegates to National Executive; and

(b) Delegates to National Executive being such other Branch Officers as are elected by each Branch.

BRANCH REPRESENTATION AT NATIONAL EXECUTIVE

(2) (a) Each Branch is entitled to one Delegate to National Executive for any number of members up to 10,000 and such Delegate to National Executive must be the relevant Branch Secretary.

(b) Branches are entitled to an additional Delegate to National Executive for every further 10,000 members or part thereof.

METHOD OF VOTING

(3) The method of voting on all matters before the National Executive shall be a "card vote".

BRANCH VOTING RIGHTS AT NATIONAL EXECUTIVE

(a) Each Branch is to be allocated one vote for any number of members up to 1,000 and an additional one vote for every further 1,000 members or part thereof.

(b) Branch votes must be evenly allocated, to the third decimal place, to the Branch delegates or their respective proxies as appointed in accordance with these Rules.

NATIONAL OFFICERS VOTING RIGHTS AT NATIONAL EXECUTIVE

(c) The National Officers collectively are to be allocated votes based on a figure that represents fifteen percent (15%) of the total number of votes allocated to all Branches.

(d) National Officers' votes must be evenly allocated, to the third decimal place, amongst all National Officers or their respective proxies as appointed in accordance with these Rules.

REPLACEMENT NATIONAL EXECUTIVE MEMBERS

(4) Where any National Executive member is unable to attend National Executive, the Branch Executive or Branch Secretary of the Branch that such member represents, has the power to appoint some other member of the Union who qualifies for election in accordance with these Rules, to represent that Branch as National Executive member to National Executive. This person is to act only during the period of the National Executive to which they have been appointed.

PROXY VOTING

(5) (a) In the event of any National Executive member of a Branch being absent the National Executive member must give the remaining National Executive members of the Branch present power to cast the number of votes that such Branch is entitled to on all questions.

In the event that there are no other National Executive members of the Branch present then the National Executive member being absent must authorise in writing any other National Executive member to cast a proxy vote on their behalf.

(b) In the event that a member or members absent themselves in any other way than in accordance with subrule 24(5)(a), or without the consent of the National Executive, this unauthorised absence will result in the Branch's voting rights being equally divided among the remaining members of the National Executive in attendance at the time of the member or members absenting themselves.

(c) In the event that subrule 24(5)(b) is invoked because a Branch has absented itself without the consent of the National Executive and without leaving their proxy voting rights in accordance with subrule24(5)(a) the requirement in Rule 28 – Quorum will not apply.

(d) For the avoidance of doubt as to the effect of subrule 24(5)(c) the subrule means, that if a Branch leaves without the National Executive's approval and or in accordance with the rules, then the business of the National Executive will continue and the Branch or Branches cannot rely on the Quorum Rule 28 to bring the National Executive meeting to a close, because in this case the rule will not apply.

(e) A National Officer may authorise any other member of National Executive to cast a proxy vote on his or her behalf during any period when such National Officer is absent.

(f) For the purpose of this subrule, authority to vote by proxy may be general or limited to a particular matter or matters.

TIMING AND PLACE OF MEETINGS OF NATIONAL EXECUTIVE

(6) Meetings of the National Executive are to be held at such time and place as decided by the National Executive or by the National Secretary and National President, provided that any five members of the National Executive may demand a meeting of National Executive. Such demand must be notified to the National Secretary and/or National President by letter or email or facsimile and the notification shall set out the purpose of the meeting. The National Secretary and/or the National President must arrange for the meeting to be held not later than fourteen days from the date of receipt of the notification demanding that the meeting be held.

NOTICE OF MEETINGS OF NATIONAL EXECUTIVE

(7) Notice of meetings may be given verbally or by letter, email, facsimile or telephone.

RULE 25 – POWERS OF NATIONAL EXECUTIVE

(1) The National Executive, subject to the review of its actions by National Conference, has the care, control, superintendence, management and administration in all respects of the affairs, business, funds and property of the Union and without limiting the generality of the foregoing it has the power, duty or function to;

(a) Interpret and enforce the general policy of the Union as decided by National Conference.

(b) Decide questions of policy not covered by National Conference decisions.

(c) Control and conduct the business and affairs of the Union while National Conference is not in session.

(d) Appoint the Editor of the Union journal and manage and control the policy of the journal.

(e) Expend such moneys or borrow money or raise financial accommodation as may, in the opinion of the National Executive be necessary.

(f) Submit any matter to the members for decision by ballot.

(g) Negotiate an agreement for amalgamation with any other Union or Unions.

(h) Subject to Rule 33, establish or close any Branch of the Union where in its opinion such establishment or closing would be to the benefit of members of the Union, or of a Branch, or would improve the organisation or administration of the Union or of a Branch or would effect a necessary reduction in expenditure, or when such establishment or closing is considered necessary for any other bona fide reason.

(i) Ensure that Officers, committee members, delegates, members and Branches carry out the Rules, decisions and policy of the Union, and may impose penalties in accordance with these Rules.

(j) Take action in accordance with these Rules to secure the satisfactory working of any Branch, Sub-Branch, or District.

(k) Appoint, control and dismiss National Organisers.

(l) Control and supervise the work of the National Officers of the Union.

(m) Determine from time to time the salary and/or wages of all Officers, staff and employees of the Union.

(n) In accordance with Rule 65, fill casual vacancies which may occur from time to time in National Office.

(o) When Conference is not sitting:

(i) suspend the policy laid down by National Conference or any portion thereof;

(ii) make such Rules and other provisions or to rescind or vary existing Rules;

(iii) impose levies upon members and Branches.

Provided that all acts done by virtue of subrule (h) of this Rule and paragraphs (i), (ii) and (iii) of this subrule (o) must be affirmed by no less than two-thirds of the total number of votes allowed to members of the National Executive or it has no effect.

(p) Make, vary, or rescind, on behalf of the Union, industrial and other agreements.

(q) Consider and determine any question arising under these Rules submitted to it by any Branch.

(r) In accordance with Rule 53, determine the amount of the maintenance contribution.

(s) Require Branch Executives to prepare Branch budgets for presentation to National Executive.

(t) Require Branch Executives to report to National Executive on the financial position, status and/or viability of the Branch and to have the report certified as to its accuracy by a person who is a CPA.

(u) Determine the amount and or scale of fees that a non-member employee, dependent or independent contractor will pay for representation by the union. Fees may be set on any basis deemed appropriate by the National Executive and may be altered or varied by the National Executive from time to time. For the avoidance of doubt the setting of a fee or scale of fees for representation by the union does not oblige the union to provide such representation.

(2) All decisions of the National Executive must be made by a majority of the members present at the meeting unless otherwise provided by these Rules.

(3) All acts and decisions of the National Executive have full force and effect and full validity unless and until such acts or decisions are reversed or amended by National Conference.

RULE 26 - CALCULATION OF BRANCH REPRESENTATION AND VOTING RIGHTS FOR NATIONAL CONFERENCE AND NATIONAL EXECUTIVE

(1) For the purposes of sub-rule 20(2) and sub-rule 24(2) of these Rules, Branch representation is to be based upon the average number of financial members in that Branch for the twelve month period ending 30 June preceding the year in which the election is held. The average number of financial members must be calculated by dividing total membership contributions received in that twelve month period by the divisor determined from time to time by the National Executive in determining the average annual membership contribution. The quantity of total membership contributions for that twelve month period must be determined by the auditor's report provided for in Rule 55(2).

(2) Before the end of each calendar year the National Executive must determine each Branch's entitlement to representation in accordance with this Rule on the basis of the auditor's report provided for in Rule 55(2). That determination will apply to any election referred to in sub–rule(1) of this Rule and will also determine the number of votes to be allocated to each Branch for the next calendar year.

(3) For the purposes of sub-rule 20(2) and paragraph 24(3)(a) of these Rules the number of votes to be allocated to a Branch during a calendar year is to be based on the average number of financial members in that Branch for the twelve month period ending 30 June in the preceding year. That average number must be calculated by the same method as is provided in sub–rule (1) of this Rule.

(4) Where a Branch has failed to provide the National Executive with the audit and report of its total membership contribution as required by Rule 55(2) that Branch's entitlement to an allocation of votes pursuant to both sub-rule 20(2) and paragraph 24(3)(a) as at the commencement of the ensuing calendar year must be only three quarters of the votes to which it was entitled in the previous calendar year until it has provided such an audit and report to the National Executive and the National Executive has determined that Branch's entitlement to an allocation of votes in accordance with subrule(3) above.

RULE 27 – TEMPORARY CHAIRPERSON AT NATIONAL CONFERENCE OR NATIONAL EXECUTIVE

In the absence of the National President and the National Vice-Presidents from any meeting of National Conference or National Executive, the members present may appoint or elect one of their numbers to preside at that meeting.

RULE 28 – QUORUM AT NATIONAL CONFERENCE, SPECIAL NATIONAL CONFERENCE OR NATIONAL EXECUTIVE

The quorum at a meeting of National Conference or National Executive is to be a majority of the delegates eligible to attend such meeting, provided that such majority must include delegates representing a majority of the Branches.

For the purpose of this Rule National Officers are to be counted as delegates but they must not be considered as representing a Branch.

RULE 29 - MINUTES OF NATIONAL CONFERENCE, SPECIAL NATIONAL CONFERENCE OR NATIONAL EXECUTIVE

Minutes recording the proceedings, decisions and resolutions of National Conference, Special National Conference and National Executive must be taken. A copy of these minutes must be kept by National Office, and also forwarded to the Secretary of each Branch and each member of National Conference, Special National Conference or National Executive as the case may be, within 28 days of the conclusion of the respective National Conference, Special National Conference or National Executive.

RULE 30 – POSTAL OR OTHERWISE VOTING OF NATIONAL CONFERENCE OR NATIONAL EXECUTIVE

(1) If the National Secretary considers it advisable to submit any matter, including the imposition of a levy, to a vote of either National Conference or National Executive at a time when it is inconvenient to call the respective body together, he may submit to the members of the respective body by letter, electronic mail, facsimile, courier delivery, certified mail or teleconference, a proposed resolution dealing with such matter, together with any statement or argument he may think fit in support thereof. A copy of any proposed resolution, statement and argument that is submitted to National Conference must be sent at the same time to each Branch Secretary. The votes on such proposed resolution are returnable to the National Secretary at such time as the National Secretary and one other National Officer fix. The result of such vote is binding and enforceable in the same manner as a decision arrived at in meeting assembled.

(2) No amendment is to be allowed on any such proposed resolution, but if it is negated, any member of National Conference or National Executive may request the National Secretary to submit in like manner a further proposed resolution on the same matter. In the event of the National Secretary being requested to submit more than one such proposed resolution, the order in which the proposed resolutions are to be submitted remain at his absolute discretion.

RULE 31 – NATIONAL EXECUTIVE AUTHORITY OVER ELECTED OFFICERS

CHARGING AN OFFICER

(1) Any Officer or member of the Union who reasonably believes that any elected Officer has been guilty of misappropriation of the funds of the Union or of a substantial breach of the Rules of the Union or of gross misbehaviour or gross neglect of duty or has ceased according to the Rules of the Union to be eligible to hold such elected Office of the Union, may report such breach to the National Secretary who may, subject to being satisfied as to the reasonableness of such report, call upon such elected Officer to show cause to the National Executive why such elected Officer should not be dismissed from his or her Office.

NOTICE OF HEARING

(2) The National Executive must appoint a day for the hearing of the alleged offence of which at least 21 days' notice in writing must be given to such elected Officer.

For the purpose of giving notice under this Rule it will be sufficient for such notice to be sent by pre-paid registered mail to the address of the elected Officer being charged at the address last recorded in the membership records of the Union. The charged Officer is deemed to have received the notice three days after the date such notice was posted in accordance with this Rule.

(3) At the appointed time and place (or any time and place to which the meeting is adjourned or postponed and of which the person charged is notified) the charge may be heard and determined whether or not the person charged is present, unless a satisfactory explanation of his or her absence has been received.

CONDUCT OF A HEARING

(4) If the person attends at the appointed time and place, they must be informed of the substance and source of any information adverse to him or her on which the tribunal relies. The charged person must be given a reasonable opportunity to defend themself and may, if they wish, personally address the Tribunal, give evidence and tender written submissions. The person must be permitted to use an interpreter if they do not have sufficient command of English. They have the right to submit witness statements and to call such witnesses to give evidence as the Tribunal considers necessary or desirable having regard to the nature of the charge and all the circumstances. The charged person is not entitled to be represented by another person except with the permission of the Tribunal; providing that if a legally qualified person is permitted to appear to present a charge, the person charged must be permitted similar representation if they so request. The Tribunal has the right to give directions to ensure that its proceedings are conducted in an orderly fashion with reasonable dispatch and without unnecessary repetition or the introduction of irrelevant material. The powers of the Tribunal under this subrule must, subject to any directions it may give, be exercised by the Chair.

PENALTY

(5) If the National Executive is satisfied after inquiry that any elected Officer or elected Officers of the Union has or have been guilty of misappropriation of funds of the Union or of a substantial breach of the Rules of the Union or of gross misbehaviour or gross neglect of duty or has ceased according to the Rules of the Union to be eligible to hold Office, the National Executive may:

(a) Dismiss all or any of such elected Officers from Office and/or expel the charged Officer from membership of the Union; or

(b) Impose a fine not exceeding $1000 and/or suspend him or her from Office and/or membership or deprive him or her of any right or benefit of Office and/or membership for any specified period or until the happening of any specified event or until performance of any specified act.

Suspension from membership deprives an Officer of the benefits of membership including the right to hold Office but does not relieve him or her of the obligations of membership. Suspension from Office and/or membership for any particular offence must, unless it has previously expired according to the terms of the decision imposing it, terminate six months after the suspension commenced. Where a person is found guilty of more than one offence cumulative suspensions may be imposed.

(6) Provided that an elected Officer may be removed from an Office only by a two-thirds majority of National Executive.

EFFECTIVE OPERATION OF BRANCH

(7) Pending the completion of any inquiry under this Rule, where the National Executive is satisfied that the relevant Branch Executive is either unwilling or unable to properly conduct the business and affairs of their Branch, the National Executive may take whatever steps it deems necessary to enable the business and affairs of the Union in any Branch of the Union affected by the inquiry to be carried on.

APPEAL TO NATIONAL CONFERENCE

(8) A member dismissed from Office pursuant to this Rule may apply to the National Conference for leave to appeal against the decision of National Executive. Application for leave to appeal must be given in writing to the National Secretary within 28 days of the decision of the National Executive and must set forth, in full, all matters which the appellant desires to be considered. The decision by the National Conference as to whether to grant leave to appeal may be dealt with in meeting or by postal vote. If National Conference grants leave to appeal, then the National Secretary must call a meeting of National Conference to hear and determine the appeal as soon as practicable after such leave is granted.

(9) A member must take all reasonable steps to exhaust the internal appeal procedures prescribed by this Rule before commencing proceedings to challenge any decision made pursuant to this Rule in the Federal Court of Australia.

RULE 32 – DUTIES OF OFFICERS

NATIONAL PRESIDENT

(1) (a) There is to be one (1) National President who is to be the recognised head of the Union and who is honorary, and who has the power to convene meetings of the National Conference and the National Executive. It is the National President's duty to further the well being and objects of the Union, preside at all Conferences and meetings of National Executive and see that the business is conducted in accordance with these Rules. No salary attaches to the Office of National President, but an allowance as determined from time to time by the National Executive is to be paid.

(b) The National President has a deliberative vote only, and, in the case where he also holds the Office of Branch Secretary, he is entitled to vote in respect to the Office of Branch Secretary in addition to his or her deliberative vote.

(c) The National President must carry out such other functions as are determined from time to time by the National Conference, National Executive, or the National Secretary.

NATIONAL VICE-PRESIDENTS

(2) (a) There are to be six (6) National Vice Presidents all of whom are to be honorary.

(b) The National Vice Presidents must carry out such duties and functions as are determined from time to time by the National Conference, National Executive or the National Secretary.

(c) In the event of the absence of the National President, a National Vice President must act as National President and must carry out all the duties and may exercise all the powers of the National President. In the absence of agreement amongst the National Vice Presidents as to who will act as National President, the National Conference or National Executive may determine the matter.

NATIONAL SECRETARY

(3) There is to be one (1) National Secretary who is the Chief Executive Officer of the Union, who has the powers, duties and/or functions to:

(a) Act generally according to the directions of the National Conference or National Executive and be responsible for the care, control, superintendence, management and administration in all respects of the affairs, business, funds and property of the Union, subject to any directions from National Conference or National Executive.

(b) Appoint, control and dismiss the administrative, research, accountancy, organising and specialist staff of the National Office.

(c) Cause to be kept a correct account of all moneys received and expended, but shall not pay, lend or otherwise appropriate any of the funds of the Union except in accordance with the Rules or resolutions of the National Executive or National Conference.

(d) Attend all meetings of National Conference and National Executive and have Minutes taken of such meetings.

(e) Attend to and sign all correspondence and keep copies of and a record of the postage of all correspondence.

(f) Take all reasonable steps to advance and protect the interests of the Union and its members including by the power to:

(i) Make any claim or demand on employers, prospective employers or other persons or organisation to protect or improve the wages, conditions and/or welfare of members or eligible members of the Union;
(ii) Take such other steps as may be necessary or desirable to improve the wages, conditions and/or welfare of members or eligible members of the Union.
(iii) Execute any document required to be executed within the province of the National Office.

(g) Assist the Auditors when auditing the accounts of the Union.

(h) Correspond whenever necessary with the Branches.

(i) Supply all Branches with decisions of the National Executive on any questions submitted to it affecting such Branch.

(j) As far as practicable and subject to Rules 17(11), 39(1)(h) having been complied with, keep the following records:

(i) a register of members, showing the name and postal address of each member and showing whether the member became a member under an agreement with a State Registered Union;

(ii) a list of the Offices in the organisation and each branch of the organisation;

(iii) a list of the names, postal addresses and occupations of the persons holding the Offices.

(k) Endeavour to increase the membership of the Union.

(l) Initiate, conduct and/or respond to matters in tribunals and/or courts considered necessary or desirable to advance or protect the welfare of the Union and is empowered to authorise and direct any Officer, paid employee or representative (including legal representative) of the Union to prepare papers, conduct cases and if necessary act on behalf of the Union in any dispute or issue which may arise which is within the province of National Office.

(m) Carry out such other functions as are determined from time to time by the National Conference or National Executive.

(n) Engage legal assistance if deemed necessary to assist the Union or any Officer or employee of the Union in any of the above matters or in regard to any matter which the National

Secretary is entitled to have brought before any tribunal or court or in regard to which the National Secretary is entitled to give assistance to a member under the Rules.

(o) Report the result of any ballots conducted by the General Returning Officer to the next meeting of National Conference insofar as delegates to National Conference are concerned, and to the next meeting of the National Executive insofar as members of the National Executive are concerned.

(p) Hold property on trust on behalf of the Union upon such terms and conditions as the National Executive shall determine from time to time in its absolute discretion.

(q) Require any Officer or employee of the Union to assist the National Secretary in the performance of any of his or her duties and/or functions.

(r) Require the production and supply of any information or record from Branches which in the opinion of the National Secretary will assist him or her in the performance of his or her duties and/or functions.

(s) Promote and/or organise the education of Officers, employees, members and Delegates of the Union.

ASSISTANT NATIONAL SECRETARY

(4) (a) There is to be one (1) Assistant National Secretary who is to act according to the directions of the National Conference, National Executive or the National Secretary.

(b) In the absence of the National Secretary and until such time as the National Executive exercises power under subrule (5), the Assistant National Secretary is to exercise the powers and perform the duties of the National Secretary.

TEMPORARY APPOINTMENT OF NATIONAL OFFICERS

(5) The National Executive may if it thinks it necessary, empower any member thereof to exercise all or any of the powers and to perform all or any of the duties of any National Officer during any temporary absence of such Officer from duty, or while s/he is carrying out the duties and exercising the powers of another Officer pursuant to this Rule, or pending the holding of an election to fill a vacancy in the position of any such National Officer. Any act of a person so empowered is, within the limits of his or her authority, to be of the same force and effect as the acts of the Officer whose power and duties s/he had been empowered to exercise and perform. For the avoidance of doubt periods of annual leave do not constitute temporary absence from duty.

PART 6 – BRANCH STRUCTURE OF THE UNION

RULE 33 – THE BRANCHES AND DIVISIONS OF THE UNION

(1) Subject to the approval of the National Conference or National Executive, a Branch may function as a single unit of the Union, or it may be divided wholly into Sub-Branches on a job, industry or locality basis, or into Districts.

(2) When a Branch is divided into Sub-Branches each member must be attached to the appropriate Sub-Branch.

(3) Subject to the approval of the National Conference or National Executive, two or more Branches may form a Division.

(4) A Branch Office is to be established for each Branch at such place as the National Executive may from time to time decide. A District or Sub-Branch Office may be established or closed by a Branch Executive subject to the consent of the National Executive.

(5) (a) The Branch Executive may define Districts within which the District Secretary and Organisers shall organise. The boundaries of such Districts may be altered from time to time.

(b) In the event of a Branch altering the number of Districts where Districts are currently in existence, approval of the National Executive is necessary for such alteration.

(c) In the event of a Branch not having Districts, National Executive or National Conference approval is necessary to create Districts.

(6) Where a Branch is divided into Sub-Branches then subject to the approval of the National Executive any number of Sub-Branches may be formed within the area, industry or group of industries covered by a Branch.

Provided that no Sub-Branch is to consist of less than 20 members. Any question arising as to the Sub-Branch to which a member should belong is to be decided by the Branch Executive.

(7) The Union is divided into the following Branches and Divisions, namely:

(a) NEW SOUTH WALES BRANCH, which includes the whole of the State of New South Wales and the Australian Capital Territory.

(b) In the case of the New South Wales Branch there is to be a Branch Executive comprising the following:

- One Branch Secretary (full time)
- One Branch President (honorary)
- Two Branch Assistant Secretaries (full time)
- One Branch Senior Vice-Presidents (full time)
- Two Branch Vice-Presidents (full time)
- Thirteen Branch Executive Committee Members (honorary)

(c) QUEENSLAND BRANCH, which includes the whole State of Queensland and the whole of the Northern Territory.

(d) The Branch is divided into six Districts, each with a District Office, namely:

District
South Western
Western
Central
Northern
Far Northern
Southern

Each District shall have a District Secretary in accordance with Rule 40.

In the case of Queensland Branch there is to be a Branch Executive comprising the following:

- One Branch Secretary (full time)
- One Branch President (honorary)
- One Branch Assistant Secretary (full time)
- Three Branch Vice-Presidents (honorary)
- Six Branch Executive Committee Members, who are to be elected by the members within the Districts on the basis of one Branch Executive Committee Member for each District (honorary).

(e) SOUTH AUSTRALIAN BRANCH which includes the whole State of South Australia.

(f) In the case of the South Australian Branch there is to be a Branch Executive comprising the following:

- One Branch Secretary (full time)
- One Branch President (honorary)
- One Branch Assistant Secretary (full time)
- Two Branch Vice Presidents (honorary)
- Three Branch Organisers - Branch Executive Committee Members (full time)
- Eight Branch Executive Committee Members (honorary)

In addition there is to be one elected Branch Organiser (full time) who is not a member of the Branch Executive.

(g) TASMANIAN BRANCH, which includes the whole of the State of Tasmania.

(h) In the case of the Tasmanian Branch there is to be a Branch Executive comprising the following:

- One Branch Secretary (full time)
- One Branch President (honorary)
- One Branch Assistant Secretary (full time)
- One Branch Vice President (honorary)
- One Branch Organiser - Branch Executive Committee Member (full time)
- Six Branch Executive Committee Members (honorary)

(i) VICTORIAN BRANCH, which includes the whole of the State of Victoria.

(j) In the case of the Victorian Branch there is to be a Branch Executive comprising the following:

- One Branch Secretary (full time)
- One Branch President (honorary)
- Two Branch Assistant Secretary (full time)
- Two Branch Vice President (honorary)
- Five Branch Organisers - Branch Executive Committee Members (full time)
- Fifteen Branch Executive Committee Members (honorary)

(k) WEST AUSTRALIAN BRANCH, which includes the whole of the State of Western Australia.

(l) In the case of the West Australian Branch there is to be a Branch Executive comprising the following:

- One Branch Secretary (full time)
- One Branch President (honorary)
- One Branch Assistant Secretary (full time)
- Two Branch Vice Presidents (honorary)
- Nine Branch Executive Committee Members (honorary)
- One Alcoa Pinjarra Sub-Branch President (honorary)
- One Alcoa Pinjarra Sub-Branch Secretary (honorary)

(m) In the case of the West Australian Branch, the Branch is to have one Sub-Branch comprising of all members employed by Alcoa World Alumina – Australia (and any successor, assignee or transmittee) at the Pinjarra Alumina Refinery. This Sub-Branch is to be called the Alcoa Pinjarra Refinery Sub-Branch.

(i) In the case of the Alcoa Pinjarra Refinery Sub-Branch there is to be a Sub-Branch Executive comprising the following:

One Sub-Branch President (honorary)
One Sub-Branch Secretary (honorary)
Two Sub-Branch Vice Presidents (honorary)

(n) All elections of the Alcoa Pinjarra Refinery Sub-Branch Executive shall be in accordance with Rules 60, 61, 62 and 63.

(8) Except as otherwise provided in this Rule, any Commonwealth Territory, other than the Australian Capital Territory and the Northern Territory, is deemed to be part of the Branch closest to or contiguous with any such Territory.

(9) No Branch is able to be dissolved without the consent of the relevant Branch Executive.

This subrule must not be varied in respect to any Branch without the consent of the relevant Branch Executive.

RULE 34 – BRANCH AUTHORITY

(1) Subject always to these Rules, the highest authority of any Branch is:

(a) Where Districts have been formed, the Delegate Meeting convened by the Branch, and when the Delegate Meeting is not in session, then the Branch Executive.

(b) Where Branches have not formed Districts, the Branch Executive.

RULE 35 – BRANCH EXECUTIVE

GENERAL POWERS OF BRANCH EXECUTIVE

(1) Subject to the Rules and to the decisions of National Conference and National Executive, the Branch Executive has general control and conduct of the business of the Branch, and acts on its behalf in all matters.

QUORUM

(2) The quorum at a meeting of the Branch Executive is to be 50 per cent of the members of the Branch Executive except in the case of the New South Wales Branch and the Victoria Branch, in which case the quorum is to be 40 per cent of the members of the Branch Executive.

POWERS LIMITED TO BRANCH MEMBERS

(3) The powers conferred by the Rules of the Union on a Branch Executive are exercisable only in respect of members of that Branch.

CALLING MEETINGS OF BRANCH EXECUTIVE

(4) The manner of summoning meetings is, unless otherwise directed by the Branch Executive, to be by notice to each member from the Branch Secretary or Branch President given personally or by writing, telephone, facsimile or electronic mail.

DUTIES OF BRANCH EXECUTIVE MEMBERS

(5) Every member of Branch Executive must observe and endorse, where it is in their power to do so, any lawful decision of National Conference or National Executive.

(6) Every Officer or member of the Executive of a Branch or Sub-Branch must disclose respectively to the National Executive or the National Secretary when required any information requested by either of them concerning the Branch or Sub-Branch (as the case may be) or the Union.

POSTAL OR OTHERWISE VOTING OF BRANCH EXECUTIVE

(7) The Branch Secretary may take a facsimile, electronic mail, or postal vote of the members of the Branch Executive at any time. Such vote has the same effect as a decision of the Branch Executive made in meeting assembled. Provided that such vote may be returned to the Branch Secretary other than by facsimile, electronic mail or post.

APPOINTMENT OF RETURNING OFFICER

(8) The Branch Executive may appoint as a Branch Returning Officer, some person who is not:

(a) an unfinancial member of the Union;
(b) the holder of any Office in the Union or a Branch, Sub-Branch, Section or Division of the Union;
(c) an employee of the Union or a Branch, Sub-Branch, Section or Division of the Union.

AMOUNT OF EXPENSES AND FARES

(9) The Branch Executive must, subject to any direction from time to time by the National Conference or National Executive, fix the amount of expenses and fares to be paid to members attending Branch Executive or Sub–Branch Executive meetings and members of the Union when deputed to transact business on behalf of the Union or any Branch thereof.

BRANCH AUDITORS FEES

(10) Each Branch Executive or Sub–Branch Executive must also fix the fees payable to its Auditors and Branch Returning Officers.

AFFILIATION TO TRADES AND LABOR COUNCILS

(11) Branch Executives may, with a view to further consolidating Labor's forces, affiliate with and bear their proportionate shares of the expenses of any form of Labor Federation endorsed by National Conference or National Executive.

(12) The Branch Executives of the Union are to appoint delegates to Labor Conferences and delegates to Trades and Labor Councils and have the authority to remove and replace delegates.

RULE 36 – BRANCH DELEGATE MEETINGS

TIMING OF DELEGATES MEETINGS

(1) The Branch Delegate Meeting of Branches with Districts must be held annually, and must commence before the end of February each year.

WHO ATTENDS

(2) The Branch Delegate Meeting comprises:

(a) The President, Vice Presidents, and Secretary of the Branch.

(b) The District Secretaries.

(c) Delegates elected by the members of the various Districts.

CALCULATING DISTRICT REPRESENTATION

(3) For the purposes of this Rule, the number of financial members for each District during a calendar year must be deemed to be the average number of financial members for the twelve months period ending 30 June in the preceding year. The average number of financial numbers in each District is to be calculated by dividing total membership contributions received from members in that District in that twelve month period by the annualised membership contribution determined by the National Executive pursuant to Rule 9. The quantity of total membership contributions for that twelve month period is to be determined by the auditor's report provided for in Rule 55(2). Where a Branch has failed to provide the National Executive with the audit and report of its total membership contribution as required by Rule 55(2) in respect of any District, that District's entitlement to delegates pursuant to sub–rule (1) as at the commencement of the next ensuing calendar year must be no more than three quarters of the number of delegates to which it was entitled in the preceding calendar year until the Branch has provided such an audit and report to the National Executive and the average number of financial members in that District has been determined in accordance with this sub–rule. Each District is to be entitled to one delegate for any number of members up to 3,000 and an additional delegate for every further 3,000 members or part thereof.

(4) District Secretaries must, in accordance with the Rules of the Union, arrange by vote of members within the District for the election of Delegates to Delegate Meetings.

POWERS OF DELEGATES MEETINGS

(5) The Branch Delegate Meeting shall have the same powers as a Branch Executive.

EXPENSES AND FARES

(6) A Delegate Meeting must, subject to any direction from time to time by National Conference or National Executive, fix the expenses and fares for delegates attending Delegate Meetings.

RULE 37 – PROPOSALS FOR DELEGATE MEETING

(1) (a) Proposals for Delegate Meetings are to be forwarded to the Branch Secretary and must be received not later than six (6) weeks prior to the date of the Delegate Meeting.

(b) Proposals may be sent in by:

(i) the Branch Secretary;

(ii) the Branch Executive, or any member thereof;

(iii) any General Meeting, wherever held, consisting of not less than fifteen (15) financial members.

(c) Proposals forwarded by electronic mail or facsimile will be accepted provided the contents of such electronic mail, or facsimile are confirmed by signed letter posted by pre-paid post to the Branch Secretary within a reasonable time after the date of the electronic mail or facsimile.

RULE 38 – BRANCH PRESIDENT AND BRANCH VICE-PRESIDENT

BRANCH PRESIDENT

(1) The Branch President has the powers, duties and functions to:

(a) Preside at all Branch and Delegate meetings, and see that the business is conducted in a proper manner.

(b) Be empowered to call meetings of the Executive and to act generally in the furtherance of the objects of the Union.

(c) Have a deliberative vote only.

(2) The Branch President must carry out such other functions as are determined from time to time by the Branch Executive or Branch Secretary.

BRANCH VICE-PRESIDENT

(3) The duty of the Branch Vice-President is to assist the Branch President at meetings of the Branch. In the absence of the Branch President, one of the Branch Vice-Presidents is to occupy the Chair, conduct the business, and perform all duties of the Branch President. In the absence of the Branch President and Branch Vice-Presidents from any Branch meeting, some other member is to be chosen by the meeting to preside thereat.

RULE 39 – BRANCH SECRETARY AND BRANCH ASSISTANT SECRETARY

(1) The Branch Secretary is to be the recognised head of the Branch and has the powers, duties and functions to:

(a) Act generally according to the instructions of the Branch Executive and be responsible for the administration of the Branch.

(b) Appoint, control and dismiss the administrative, research, accountancy, organising and specialist staff of the Branch or Sub–Branch.

(c) Cause to be kept a correct account of all moneys received and expended but must not pay, lend or otherwise appropriate any of the funds of the Union except in accordance with the Rules, resolutions and Minutes of the Branch Executive and Delegate or General Meetings.

(d) Attend all General and Branch Executive Meetings and Delegate Meetings of the Branch, and take Minutes of same or have them taken.

(e) Zealously attend to all correspondence and answer such questions as may be asked in accordance with the Rules of the Union.

(f) Have kept a memo book and have inserted the date of postage of all correspondence and have kept copies of same.

(g) Sign all letters and returns and have inserted in the Branch's account books details including the date of all moneys received and expended.

(h) As far as practicable and subject to Rule 17(11) having been complied with, keep a correct Register of the names, postal addresses and occupations of all Officers and of the name, postal address and number of ticket of each member in the Branch and the date on which each person became a member of the Union, and must supply a copy of the Branch Register of members to the National Secretary when required.

(i) Forward to the National Secretary every three months a return showing the numerical strength of his Branch and the financial status of the Branch membership.

(j) Make available to members at meetings of the Branch, Sub-Branch, or Delegate Meeting, the National Balance Sheet and Statement of accounts of the Union as soon as practicable after these have been issued from the National Office.

(k) Make such returns and perform such duties as are expressed or implied in the Rules of the Union.

(l) Report the result of any ballots conducted by the Branch Returning Officer at the next meeting of the Branch Executive insofar as any elections held by the Branch Returning Officer are concerned.

(m) Endeavour to increase the membership of the Branch.

(n) Be empowered to convene any meetings of the Branch and the Branch Executive and in a Sub–Branch and a Sub–Branch Executive and shall be entitled to speak and vote at all meetings, and to authorise any District Secretary or Organiser to convene meetings of members.

(o) Take all reasonable steps to advance and protect the interests of the Union and its members including the power to:

i. Make any claim or demand on employers, prospective employers or other persons or organisation to protect or improve the wages, conditions and/or welfare of members or eligible members of the Union;
ii. Take such other steps as may be necessary or desirable to improve the wages, conditions and/or welfare of members or eligible members of the Union.
iii. Execute any document required to be executed on behalf of the Branch.

(p) Initiate, conduct and/or respond to matters in tribunals and/or courts considered necessary or desirable to advance or protect the welfare of the Branch and/or its members and is empowered to authorise and direct any Officer, paid employee or representative (including legal representative) of the Union to prepare papers, conduct cases and if necessary act on behalf of the Union in any dispute or in relation to any issue which may arise which is within the province of the Branch.

(q) Promote and/or organise the education of Officers, employees, members and Delegates of the Union.

(r) Dismiss any Delegate who breaches the Rules or who acts contrary to the policies of the Union, whether appointed by the Organiser or elected by a ballot of members provided that any person so dismissed has the right of appeal to the Branch Executive.

(s) Comply with any decision or direction as to the management and control of the Branch as may be made by National Conference, National Executive or Branch Executive.

BRANCH ASSISTANT SECRETARY

(2) The Branch Assistant Secretary must carry out such functions as are determined from time to time by the Branch Executive or the Branch Secretary. In the absence of the Branch Secretary, or pending the decision of the Branch Executive in the event of such Office being vacant the Branch Assistant Secretary is to exercise the powers and perform the duties of Branch Secretary.

RULE 40 – DISTRICT SECRETARIES

(1) When a District has been apportioned and defined, the Branch Executive must temporarily appoint a District Secretary, and must make arrangements to fill the position by election. District Secretaries are to be elected every four years by a vote of members within the Districts for which they have to act.

DUTIES OF DISTRICT SECRETARY

(2) District Secretaries must carry out such functions as are determined from time to time by the Branch Executive or the Branch Secretary.

RULE 41 - BRANCH ORGANISERS AND OFFICERS

All Organisers and Officers, elected or employed, must in all cases conform to the direction of the National Secretary, Branch Secretary or District Secretary by which they are employed. Every member must observe, abide by and carry out each of the Rules of the Union applicable to them as an Organiser or Officer.

It is contrary to the Rules of the Union for any member, Organiser or Officer to threaten, initiate, encourage or engage in unprotected industrial action as defined by the relevant legislation.

PART 7 – ADVISORY COMMITTEES

RULE 42 – INDUSTRY AND TRADE COMMITTEES

(1) (a) There are to be Industry Committees of representatives of industries as determined by the National Conference or the National Executive from time to time. The Industry Committees are to meet at such times and places, and are to be constituted by such representatives as the National Executive or National Secretary may determine from time to time.

(b) Sub-Committees of the Industry Committees may be established in such Branches as the National or Branch Executive may from time to time determine. Sub-Committees of the Industry Committee are to meet at such times and places, and are to be constituted by such representatives as the National Executive may determine from time to time.

(2) There shall be a National Co-ordinator, Glass and Container Industry, who shall be appointed by the National Secretary.

(a) There shall be a National Glass and Container Industry Committee comprised of persons who are members of the Union in accordance with Rule 5(18) and Rule 6(10). It shall be constituted of the three such persons from the New South Wales and Victoria, two from Greater South Australian and one from the Queensland Branches. They shall be appointed and replaced by the National Secretary after consultation with the National Coordinator, Glass and Container Industry.

(b) There shall be in each of the New South Wales, Victoria, Greater South Australian and Queensland Branches, a State Glass and Container Industry Committee comprised of persons who are members of the Union in accordance with Rule 5(18) and Rule 6(10). The number, membership and composition of such Committees shall be determined by those Branch Secretaries.

(c) The National Coordinator and National Committee and the State Committees for the Glass and Container Industry are to have advising powers only, or shall have such powers as may be conferred by the National Secretary and by the National Executive, or for State Committees by the relevant Branch Secretary.

(3) The Industry Committees and the Sub-Committees of the Industry Committees and the Trades Committee are to have advisory powers only as may be determined by the National Executive.

(4) By-laws for the control and government of the Industry Committees and the Sub-committees of the Industry Committees and the Trades Committees and a State Glass and Container Industry Committee are subject to approval by the National Executive.

(5) For the purposes of this Rule representatives and the composition of the National Committee and the State Committees for the Glass and Container Industry may include Officers or employees of the Union.

RULE 43 – LOCAL COMMITTEES

(1) For the purpose of furthering the work of the organisation, a Branch Executive may, if they think it advisable, form Local Committees in any town or district to perform such advisory functions only as may be determined by the Branch Executive.

(2) By-laws for the control and government of a Local Committee are subject to approval by the Branch Executive. Local Committees are only empowered to act as an advisory body to the Branch Executive.

(3) The Secretary and members of the Local Committee must be approved by the Branch Executive.

RULE 44 – SECTION COMMITTEES

(1) The National Executive and Branch Executives may establish, alter, amend or abolish Section Committees and must define the limits within which each Section Committee has jurisdiction and appoint members to the Committee thereof for the purpose of furthering the interests of the Union and of advancing and protecting the interests of that section of labour in the Union. Provided that Section Committees are to perform advisory roles only.

(2) Section Committees established by National Executive are subject to the control of National Conference and/or National Executive.

(3) Section Committees established by a Branch Executive are subject to the control of the Branch Executive.

(4) By-laws for the control and conduct of a Section Committee where established by a Branch Executive are to be subject to approval by the Branch Executive, and where established by National Executive, are to be subject to approval by the National Executive.

PART 8 - WORKPLACE REPRESENTATIVES

RULE 45 - WORKPLACE DELEGATES

(1) Where groups or gangs or teams of workers are working there should be a representative or Delegate who must be a member of the Union. The Delegate will either be elected by members at a meeting called for that purpose or appointed by the Branch Secretary, Branch Assistant Secretary or an Organiser, provided that the election or appointment may be subject to the endorsement of the Branch Secretary or Branch Executive.

(2) Delegates are to be elected at least biennially, in the first quarter of each year, by the members at a meeting to be held on the job. In the case of full time delegates, the delegate shall be elected every two years or for a longer term as determined by the Branch Executive. Provided that the position of the Delegate is not invalidated by reason of non compliance with this sub-Rule.

(3) Where circumstances warrant and at the discretion of the Branch Secretary, a Senior Delegate may be elected or appointed from amongst the Delegates. The Senior Delegate shall have the same rights and responsibilities as a Delegate, except that they are also responsible for the effective coordination of other Delegates at the workplace.

(4) A Delegate must supply the Secretary with a permanent address and contact details immediately after appointment and upon any subsequent change.

POWER OF ORGANISERS TO APPOINT OR DISMISS REPRESENTATIVES

(5) Delegates must act at all times act in compliance with the Rules of the Union.

(6) Organisers have the power to appoint Delegates and to dismiss any Delegate who breaches the Rules or who acts contrary to the policies of the Union, whether appointed by the Organiser or elected by a ballot of members. Provided that any person so dismissed has the right of appeal to the Branch Executive or National Executive.

COLLECTING MONEY

(7) The Delegate may, at the discretion of the Branch Secretary, be issued with a receipt book and/or register in which the Delegate will record all moneys received by way of union dues, contributions, levies, fines or otherwise on behalf of the Union. All moneys received shall be held by the Delegate on trust for the Union and must be forwarded to the Secretary as soon as conveniently possible.

RETURN OF UNION PROPERTY

(8) In the event of any Delegate leaving the position as delegate or leaving the workplace or locality they must communicate with the Secretary and must return all Union property in their possession unless they have permission of the Secretary to do otherwise.

DUTIES OF DELEGATES

(9) A Delegate shall act as the Union representative in the place or area. In conjunction with the Officers of the Union, the duty of a Delegate is to advance and protect the interests of the Union and the wages, conditions and welfare of its members by the following means:

(i) Promoting the Union, its activities and the benefits of membership, including participating in induction sessions for new employees;

(ii) Enrolling persons into the Union at the workplace and maintaining a high standard of financial membership;

(iii) Providing assistance to any member of the Union requiring it, including assisting in the resolution of disputes;

(iv) Promoting and campaigning for improved conditions of employment in the workplace and/or industry;

(v) Negotiating or assisting in negotiating enterprise agreements including by preparing members' claims, representing the Union during negotiations and communicating regularly with members and Officers;

(vi) Encouraging and promoting the training of Delegates and of members in matters affecting their conditions of employment and participating in such training where appropriate;

(vii) Dealing with instances of a breach of any industrial instrument or Union policy or regulation applying at the workplace;

(viii) Dealing with occupational health and safety issues, including instances of any unguarded or dangerous machinery or hazardous working conditions at the workplace;

(ix) Distributing or disseminating all notices, newsletters, documents and messages sent by the union;

(x) Complying with any reasonable request of an Officer of the Union.

(10) It is contrary to the Rules of the Union for any Delegate to threaten, encourage or engage in unprotected industrial action as defined by the relevant legislation.

(11) At the request of a Branch Secretary or Organiser, a delegate may be required to provide a report as to:

(i) The name, address, work location and contact details of members at the workplace,

including information regarding members who have commenced or left employment or changed their contact details;

(ii) The names and work locations of all persons employed at the workplace who are eligible to be members of the Union but who are not;

(iii) Relevant information regarding the employer, including any changes to the legal status, or address of the employer;

(iv) Any instance of breach of the industrial instrument, Union policy or other regulation;

(v) Any industrial dispute;

(vi) Any matter that concerns the Union or its members.

RULE 45A - OCCUPATIONAL HEALTH & SAFETY REPRESENTATIVE

(1) An Occupational Health and Safety (OHS) representative may be elected by members at a meeting called for that purpose or appointed by the Branch Secretary, Branch Assistant Secretary or an Organiser, provided that the election or appointment may be subject to the endorsement of the Branch Secretary or Branch Executive.

(2) It is the duty of the OHS representative to promote and develop measures to ensure the health and safety of members at work, to monitor the effectiveness of such measures and to perform such other functions as are determined by the Branch Executive.

PART 9 – MEETINGS

RULE 46 – CALLING AND POSTPONING MEETINGS

METHOD OF CALLING MEETINGS

(1) General Meetings of a Branch or Sub–Branch or Delegate Meetings, must be convened by a notice on the Union's website and, if the Branch Executive should determine, in any district newspaper named by the Branch Executive. The advertisements must state the nature of the business to be transacted.

NOTICE OF MEETINGS

(2) At least 28 days' notice in the case of Delegate Meetings or Annual General Meetings and 14 days' notice in the case of other General Meetings shall be given, provided that in the case of General Meetings other than the Annual General Meeting, the Branch Executive may, in the event of pressing necessity arising, dispense with advertisements, but shall cause notice of any intended meeting to be affixed in some conspicuous place outside the office at least 24 hours before the time of such meeting.

POSTPONEMENT OF MEETINGS

(3) When deemed necessary, Delegate, General or Executive Meetings of a Branch or Sub–Branch or District may be postponed by order of two Officers, one of whom shall be the Secretary.

RULE 46A- MEETING MINUTES

(1) Minutes recording the proceedings, decisions and resolutions of Branch committees of management including Branch Executive or equivalent must be taken. A copy of these minutes must be kept by the relevant Branch.

RULE 47 – ANNUAL GENERAL MEETINGS AND ORDINARY MEETINGS OF BRANCHES

TIME AND PLACE OF ANNUAL GENERAL MEETING

(1) Annual General Meetings of members of each Branch without Districts or Sub-Branches and the Alcoa Pinjarra Refinery Sub-Branch and of each Sub–Branch of Branches divided in Sub–Branches, must be held at any time between 1 August and 30 December each year and at such places as may be determined by the Branch Executive.

AGENDA OF ANNUAL GENERAL MEETING

(2) Annual General Meetings are to consider Balance Sheets, discuss any resolution brought forward and take any constitutional action they may deem advisable.

DURATION OF MEETINGS

(3) Meetings are to terminate at a time determined by the Branch, not being later than 10.00 p.m. provided that the meeting may extend the time till not later than 10.15 p.m. for the purpose only of completing business commenced before 10.00 p.m.

ORDER OF BUSINESS OF ORDINARY MEETINGS

(4) The order of business at an ordinary meeting is to be as follows, unless decided otherwise by majority vote of members present:

(a) Reading and adoption of Minutes of previous meeting.
(b) Discussion of motions of which previous notice has been given.
(c) Consideration of reports from the Branch Executive.
(d) Reading and consideration of correspondence.
(e) Reports.
(f) General Business.

ADJOURNMENT OF MEETINGS

(5) The President or Chair may adjourn or close any meeting if the conduct of persons present thereat makes it impossible for him or her to maintain order, or to secure the observance of the Rules of the Union.

APPOINTMENT AND ROLE OF GUARDIANS

(6) A guardian or guardians may be appointed by the Branch Executive whose duties are to attend General or Special Meetings to prevent any person from entering the meeting room unless he is a financial member of the Branch or unless the President gives permission. A guardian may appoint such assistants as s/he may require at any meeting from among the financial members present, and subject to the directions of the guardian such assistants may exercise the powers of guardians at a meeting.

INTOXICATED MEMBERS

(7) No member is to be admitted to a meeting whilst in a state of intoxication.

PROOF OF FINANCIAL MEMBERSHIP

(8) Each member shall before entering a meeting produce to the guardian his or her current membership ticket, or other proof to the satisfaction of the guardian that he or she is a financial member, and shall give his or her name in his or her ordinary signature in an attendance book, and shall enter therein his or her place of employment or if not employed his or her place of residence and his or her membership ticket number or, if he or she has no membership ticket, such information as the guardian may require.

UNAUTHORISED PERSONS AT A MEETING

(9) No person who has entered a meeting in contravention of this Rule is entitled to speak, vote or otherwise participate in the meeting and may be removed therefrom. If persons enter a meeting place in contravention of this Rule the President may refuse to open the meeting, or may close the meeting until they are satisfied that such persons have left the meeting place, and if they fail to do so within a time specified by him or her, he or she may cancel or terminate the meeting.

RULE 48 – EXTRAORDINARY AND SPECIAL GENERAL MEETINGS

REQUESTING AN EXTRAORDINARY GENERAL MEETING

(1) Upon receipt of a requisition signed by 10 per cent of the members of the Branch or Sub–Branch or signed by 10 per cent of the members residing within a District, the Branch or Sub–Branch or District Secretary must call an Extraordinary General Meeting of the Branch or Sub–Branch or District as the case may be to take place at a time and place fixed by the relevant Secretary, provided the business to be discussed is legitimate Union business. Each member signing the requisition shall state clearly their full name and address, occupation and present or last place of employment, giving the date when they left employment if not immediately employed. Only financial members shall be entitled to sign requisitions and attend and vote at such meetings.

(2) Provided that, in the case of Extraordinary General Meetings for the purpose of members considering the auditor's report, the general purpose financial report and the operating report, all members of the Branch, both financial and unfinancial members, shall be entitled to sign requisitions and attend and vote at such meetings; provided further that requisitions for such meetings require signing by only 5 per cent of the members of the Branch.

NOTICE OF EXTRAORDINARY GENERAL MEETINGS

(3) Notice as to the time and place of an Extraordinary General Meeting shall be given in the same manner as provided in subrule (5) hereof.

CALLING SPECIAL GENERAL MEETINGS

(4) Special General Meetings of Branches or Sub–Branches may be called by the Branch Executive whenever deemed necessary.

NOTICE OF SPECIAL GENERAL MEETINGS

(5) Special General Meetings of the Branch or Sub–Branch may be summoned by the Branch Secretary giving notice of the time and place of the meeting and of the purpose for which the meeting is summoned by notice:

(a) in any appropriate daily newspaper;
(b) on the Union's website;
(c) to members' representatives at their address kept at the office of the Union or the Branch;
(d) in letters circulated, email, or written notice to the members;
(e) by telephone, orally; or
(f) by any one or more of the above methods.

VALIDITY OF SPECIAL GENERAL MEETINGS

(6) A special Meeting shall be deemed to be valid notwithstanding informality in the Notice provided that the substance is fairly given and notwithstanding that every job representative is not notified or that all members concerned are not notified provided there is substantial compliance with this Rule.

DURATION OF MEETINGS

(7) Meetings are to terminate at a time determined by the Branch, not being later than 10.00 p.m. provided that the meeting may extend the time till not later than 10.15 p.m. for the purpose only of completing business commenced before 10.00 p.m.

(8) A national extraordinary general meeting may be requested for the purpose of considering the auditor's report, the general purpose financial report, and the operating report. Requisitions for such meetings must be signed by at least five per cent of the members of the Union. All members of the Union shall be entitled to sign requisitions, attend and vote at such meetings.

(9) The national extraordinary general meeting must be requested in writing, and addressed and delivered to the National Secretary. Upon receiving a valid request for a national extraordinary general meeting, the National Secretary must give all members of the Union not less than fourteen days' notice of the date, time and place, and reason for calling the national extraordinary general meeting.

(10) Notice of a national extraordinary general meeting may be given:

(a) by publishing a notice on the Union's website; or
(b) by posting a notice to members' representatives at their address kept at the office of the Union or the Branch; or
(c) in letters circulated, emails, or written notices to the members; or
(d) by telephone, orally; or
(e) by any one or more of the above methods.

(11) At the general meeting the National President shall preside. All members of the Union shall be entitled to attend and vote. The National Secretary may use the occasion of the meeting to add matters to the meeting other than the auditor's report, the general purpose of financial report and the operating report. However, these three reports must be the first order of business of the meeting. Meetings may also be held in each State or other geographic area to facilitate member attendance.

(12) Not less than five per cent of the total number of members of the Union shall form a quorum. The questions of the adoption or otherwise of each of the three reports shall be decided by a majority of those members present at the meeting. In the event of an even vote, the Chair shall have the casting vote.

RULE 49 – QUORUM

(1) At any General Meeting fifteen (15) financial members form a quorum and if there is no quorum within half an hour after the time for which the meeting is called the meeting shall lapse.

(2) Only financial members shall be entitled to attend and vote at such meetings, except where Rule 48(2) applies.

QUORUM FOR EXTRAORDINARY GENERAL MEETINGS

(3) The quorum for an Extraordinary General Meeting of the Branch or District is seventy five (75) members. In the case of Branches which extend beyond the limits of any one State, the quorum may be aggregated amongst meetings held in different States.

PART 10 – RULES OF DEBATE

RULE 50 – RULES OF DEBATE

(1) The following Rules of debate must be observed at all meetings of any body or of members held pursuant to these Rules:

(a) Any member desiring to propose a motion or an amendment, or to discuss any matter under consideration, must rise and address the Chair. The right of speaking on any subject belongs to him or her who first rises to address the Chair. No member is allowed to speak more than once to a motion or amendment without the consent of the meeting. When two or more members rise together the Chair must call upon the member who, in his or her opinion rose first in his or her place. The mover of the original motion has the right to reply. No further discussion is allowed after the mover has replied.

(b) All motions and amendments must be presented in writing when directed by the Chair.

(c) No member, when speaking, is to be interrupted unless called to order, when he must sit down, and the member calling to order must be heard in support of his or her point, and the Chair may either hear further discussion or decide at that stage, but such point must be decided before the debate is resumed.

(d) Any motion or amendment not seconded must not be further debated, but lapses.

(e) The question having been proposed may be amended by leaving out, substituting or adding words. Any number of amendments may be proposed and discussed simultaneously with the original motion. When amendments have been put and lost the original motion must then be put to the meeting.

(f) No amendment is to be received by the Chair which is a direct negative of a motion or which does not preserve the substance of such motion.

(g) Immediately the debate on any question is concluded the Chair must put the question to the meeting in distinct and audible manner.

(h) The question being put must be resolved in the affirmative or negative by a show of hands unless a ballot or division be demanded by at least five members.

(i) Any five members have the right to demand a ballot or division of those present on any matter before the meeting.

(j) No member is allowed to speak on any motion after the same has been put by the Chair.

(k) When the Chair rises during a debate, the member then speaking or proposing to speak must sit down, and the Chair must be heard without interruption.

(l) It is competent by majority of two-thirds of the members present for the meeting to suspend any standing order for the purpose of reopening any question previously dealt with or for the consideration of urgent business.

(m) The mover of a motion is to be allowed no more than five minutes to speak to a motion and no other member is to be allowed more than five minutes to speak to a motion unless with the concurrence of the meeting.

(n) Any member dissatisfied with the Chair's ruling may move a motion of dissent in the following terms: "that the Chair's ruling be dissented from". In such case the person permitted to speak is the mover and the Chair, who may state their reasons for the ruling given. The motion must thereupon be put to the meeting by the Vice-Chair without further discussion, in the following form: "The motion is that the Chair's ruling be upheld".

(o) No more than two (2) members are to speak in succession on one (1) side for or against any question before the meeting, and if at the conclusion of the second speaker's remarks no member rises to speak on the other side, the motion or amendments must be put to the meeting after the mover has replied.

(p) In the event of the voting on any motion being equal the Chair must declare the motion lost.

(q) Any member who has not spoken in the debate has the right to move: "That the question be now put" at any time during the course of debate. Such motion must be put without discussion.

(r) A motion for the adjournment of any business or of any meeting may be proposed without discussion at any time during such meeting, and must at once be put to the meeting by the Chair. Such adjournment must follow if carried by a vote of the members present.

(s) Matters decided must not be debated again unless one month's notice of rescission is given.

(t) Notice of intention to move rescission of a previous decision must be tendered to the Chair in writing. Any motion of rescission once rejected must not be discussed again for a period of six months. Paragraphs (s) and (t) of this Rule shall not apply at National Executive or National Conference or Branch Executive meetings.

(u) Any member who delivers a report to a meeting of the Union has the right to move a motion at the conclusion of their report for adoption of the report.

(v) Provided that no decision of any meeting is to be invalidated by reason only of any failure to observe any procedural requirement of this Rule (other than of paragraphs (s) and (t)), if no objection is taken at the time.

(w) Any member who wants to bring on any business must give written notice, and must read it aloud. This notice must state the day the member proposes to move such motion, and the member must hand a copy to the Secretary. No notice entered on the business paper is to be proceeded with unless the member who is giving such notice, or someone authorised by the member, is present when the business is called to order. Notices not so proceeded with are to be struck out. Note: Notices of motion are required only for the purpose of rescinding or altering Rules or By-laws, or some previous resolution involving any departure from the usual routine of business.

PART 11 - FINANCES

RULE 51 – PROPERTY, ASSETS AND FUNDS - HOW HELD AND WITHDRAWN

HOLDING PROPERTY AND FUNDS

(1) All property and funds of the Union must vest in The Australian Workers' Union directly, without the intervention of Trustees, except where the National Executive directs that the property or funds in question be held on trust for the Union by the National Secretary in accordance with Rule 32(3).

(2) Subject to subrule (1), all moneys, books and property held by any Branch Executive, Branch, Division, District, or Sub-Branch or Officer or member of the Union for or on behalf of the Union or any Branch Executive, Branch, Division, District, or Sub-Branch thereof, is absolutely vested in the Union.

RESPONSIBILITY WHEN HOLDING FUNDS

(3) Each Branch Executive, Branch, Division, District, Sub-Branch, Officer or member is liable to account to the National Executive for the proper use of the money, books or property.

RETURN OF FUNDS

(4) In the event of any Branch Executive, Branch, Division, District or Sub-Branch being closed or any Officer or member being expelled or suspended or removed from Office, it or s/he must on demand deliver any such money, books and/or property to the National Executive or any Officer authorised by the National Executive to receive them.

BANKING AND WITHDRAWAL BY NATIONAL OFFICE

(5) All moneys received by the National Office must be paid to the credit of the Union on current account with such bank, banks, financial institution and/or financial institutions as may be determined from time to time by the National Executive.

PAYMENT OF MONIES TO THE UNION

(6) All Officers, employees, representatives and agents of the Union when receiving moneys on behalf of the Union or any Branch or District must request the person paying the money to pay either by cheque drawn in favour of The Australian Workers' Union, specifying the appropriate Branch or District and to cross the cheque or by Electronic Funds Transfer to the official bank account of the Union.

ORDINARY AND EXTRAORDINARY EXPENDITURE BY NATIONAL OFFICE

(7) (a) Funds may be disbursed for ordinary purposes by any Officer or Officers authorised by National Executive and subject to such limitations as National Executive may impose, or otherwise as authorised by and in compliance with the Rules of the Union.

(b) Funds may be disbursed for extraordinary purposes under the authority of a resolution of National Conference or National Executive.

INVESTMENT OF FUNDS

(8) The funds of the Union must be invested wherever possible in the name of the Union.

CONTROL OF PROPERTY

(9) Subject to Rule 51(1), the National Executive has control of all property of the Union.

VARYING THIS RULE

(10) This Rule must not be varied without the consent of all the Branch Executives of those Branches not specified in Rule 53.

RULE 51A – LIMITATION AND LIABILITY FOR EXPENDITURE

LIMITATION ON THE AUTHORITY TO AUTHORISE EXPENDITURE

(1) The National Executive or a Branch Executive must not under any circumstance authorise any expenditure including entering into any contract or agreement of a commercial nature which makes the Branch or Union liable for any future expenditure unless the actual income or the budgeted income is sufficient to meet all expenditure requirements.

LIMITATION ON OFFICERS TO MAKE OR INCUR EXPENDITURE

(2) An Officer or employee of the union or of a Branch or sub-Branch must not under any circumstances incur or make any expenditure including entering into any contract or agreement of a commercial nature which makes the Branch or Union liable for any future expenditure unless the actual income or the budgeted income is sufficient to meet all expenditure requirements.

PERSONAL LIABILITY FOR UNAUTHORISED EXPENDITURE

(3) Any National Executive member or any Branch Executive member acting in breach of subrule (1) and any officer or employee acting in breach of subrule (2) is to be personally liable for any expenditure incurred or made.

RULE 52 – RECEIPT AND EXPENDITURE OF FUNDS BY BRANCHES (EXCEPT QUEENSLAND)

(1) This Rule shall apply to all Branches with the exception of the Queensland Branch.

DEPOSITING OF MONEY RECEIVED

(2) Each Branch Secretary must deposit all moneys received on behalf of the Union in the current account at the branch of the bank or financial institution as has been determined by National Executive. The Branch Secretary must obtain a receipt for each deposit. All moneys must be deposited immediately after receipt, and without any deduction other than delegate's commission. Each Branch Secretary must remit to the National Secretary at least once in every month, and more often when required to do so by the National Secretary, a statement of all moneys received by the Branch on behalf of the Union and a statement of all expenditure incurred by the Branch.

ORDINARY EXPENDITURE

(3) The disbursement of funds for ordinary purposes of the Branch or Sub–Branch is to be made only by an Officer, Officers or employee authorised by the Branch Executive and subject to such limitations as it may impose, or by the Branch Executive.

EXTRAORDINARY EXPENDITURE

(4) The disbursement of funds for extraordinary purposes is to be made only under the authority of a resolution of the National Conference or National Executive.

FINANCIAL RECORDS TO BE KEPT

(5) All deposit receipts, invoices, vouchers, receipts and other financial records must be kept by the Branch Secretary in the Branch Office unless and until otherwise directed by National Conference or National Executive, and must be produced on demand to the National auditor, Branch auditor, the National Secretary or any person authorised in writing by the National Secretary.

VARYING THIS RULE

(6) This Rule must not be varied without the consent of all the Branch Executives other than the Queensland Branch Executive.

RULE 53 – QUEENSLAND BRANCH – CONTRIBUTION TO NATIONAL OFFICE

This Rule shall apply only to the Queensland Branch and has no application to any other Branch.

AMOUNT OF CONTRIBUTION

(1) The Queensland Branch of the Union must contribute towards the maintenance of National Office the amount determined by the National Executive.

WHEN THE CONTRIBUTION IS TO BE PAID

(2) The maintenance contribution must be paid monthly in advance.

METHOD OF PAYMENT

(3) Cheques for payment of the contribution must be signed by the Officers authorised to operate on the Queensland Branch account and do not require the authority of the Queensland Branch Executive.

CALCULATING THE AMOUNT OF CONTRIBUTION

(4) The maintenance contribution is to be derived from the total income of the Queensland Branch received in accordance with Rules 9 and 10 and verified from the audited Balance Sheet of the Queensland Branch for the preceding year.

USE OF CONTRIBUTIONS

(5) Contributions received by National Office in accordance with this Rule are to be used for the maintenance of National Office and for any other purpose in the interests of the members as directed by the National Executive.

LONG SERVICE LEAVE AND SUPERANNUATION CONTRIBUTIONS

(6) In addition the National Executive shall have the authority to direct the Queensland Branch to finance Long Service Leave and Superannuation for Officers and employees of the Union in that Branch.

VARYING THIS RULE

(7) This Rule must not be varied in respect to the Queensland Branch without the consent of the Queensland Branch Executive. Further, this Rule must not be varied so as to provide for any other Branches to be included in this Rule without the consent of all the Branch Executives except the Queensland Branch.

RULE 54 – QUEENSLAND BRANCH FUNDS

HOLDING FUNDS

(1) Subject to Rule 51 all property and funds of the Union held for the use of the Queensland Branch must be banked in the name of The Australian Workers' Union in such bank as may be decided by the Branch Executive. Funds may be invested by the Branch and in the name of The Australian Workers' Union and identified as being for the use of that particular Branch in any of the following: Bank Savings Accounts, Bank Savings Investment Accounts or Term Deposits, Bank endorsed Bank Bills of Exchange, Government or semi-Government Securities, Secured Debentures in listed Public Companies or shares in listed Public Companies except mining and/or exploration companies and any other investment authorised by Rule 51.

WITHDRAWAL OF FUNDS

(2) No funds are to be withdrawn from the bank except by cheque signed by the Branch Secretary and counter-signed by the Branch President or Branch Vice-President(s) or the Branch Assistant Secretary.

ANNUAL AUDIT OF ACCOUNTS

(3) All books, vouchers and accounts must be audited annually by one duly certified Auditor appointed by the Branch Executive. Provided that this provision shall not apply to the Queensland Branch for as long as that Branch's financial affairs are encompassed by the affairs of the AWUEQ.

WAGES OF BRANCH EMPLOYEES

(4) Notwithstanding the provisions of subrule 25(m) the Queensland Branch Executive is to determine the salary or wages for employees of that Branch.

EXPENSES AND FARES

(5) Notwithstanding the provisions of Rule 35(9) the Queensland Branch Executive is to fix the amount of expenses and fares to be paid to members attending Branch Executive meetings and members of the Union when deputed to transact business on behalf of that Branch.

VARYING THIS RULE

(6) This Rule shall not be varied without the consent of the Queensland Branch Executive.

RULE 55 – ACCOUNTS AND AUDIT

(1) The financial year of the Union, including Branches, ends on the 30th day of June of each year. The original and two duplicate copies of the audited Balance Sheet, and the original and one duplicate copy of the report of the Auditors must be filed with the Industrial Registrar within five months from the date thereof and a copy of the Balance Sheet and Report certified by the Auditor must be presented to the National Conference by the National Secretary.

(2) Each Branch Executive and each Branch Secretary must provide to the Branch auditor by 31 July in each year full access to all records of the Branch or records in its possession or control containing information as to the total membership contributions received by the Branch and each District of the Branch in the preceding financial year. The Branch auditor is required to provide by the 30th September an audit and report of an accurate figure of those total membership contributions. The Branch Secretary must forward that audit and report to the National Executive and each Branch Secretary before 15 October in each year.

(3) Each Branch must file with the audited Balance Sheet and the Auditor's Report outlined in subrule (1), an Operating Report as prescribed by the *Fair Work (Registered Organisations) Act 2009*.

(4) Provided that, with the exception of the requirement to file the Operating Report referred to in sub-rule (3), the provisions of sub-rules (1), (2) and (3) of this Rule shall not apply to the Queensland Branch for as long as that Branch's financial affairs are encompassed by the affairs of the AWUEQ.

RULE 56 – AUDITORS

NATIONAL AUDITOR

(1) The National Executive must appoint biennially an auditor residing in the same city in which the National Office is located who must at least once a year as soon after June as possible and at such other times as the National President directs, audit the books and accounts of the Union and draw up a correct report on them. The National auditor must be given full and complete access to all the books and documents of the Union and of the Branches, Divisions, Districts and sub-Branches.

(2) An auditor finding any deficiency must state the particulars in a report, which must be made available to the following National Executive Meeting.

BRANCH AUDITORS

(3) Each Branch Executive must appoint annually an auditor, residing in the same State as the Branch office who must each year as soon after 30th June as possible or at such other times as he may be required so to do, audit the books, pay-in slips, bank deposit slips, statements of expenditure and other documents in the manner directed from time to time by the National auditor. Such direction should not, however, act to restrict the auditor's rights and obligations under the *Fair Work (Registered Organisations) Act 2009*. The Branch auditor must be given full and complete access to all books and documents of the Branch, Districts and sub-Branches. Provided that this provision shall not apply to the Queensland Branch for as long as that Branch's financial affairs are encompassed by the affairs of the AWUEQ.

(4) The Branch Secretary and any Officer or employee must give such information as the auditor may request. The auditor is to receive such sum for their services as the Branch Executive may reasonably decide upon.

RULE 57 – LOANS, GRANTS AND DONATIONS

(1) A loan, grant or donation, must not be made by the Union or any Branch as the case may be, unless the National Executive of the Union has:

(a) Satisfied itself:

(i) that the making of the loan, grant or donation, would be in accordance with the Rules of the Union; and

(ii) in relation to a loan, that, in the circumstances, the security proposed to be given for the repayment of the loan is prudent and the proposed arrangements for the repayment of the loan are satisfactory; and

(b) Approved the making of the loan, grant or donation.

(2) Nothing in subrule (1) is to affect the Union or a Branch's power to make donations, less than $1,000. However, National Executive may from time to time set a maximum donation figure of lower than $1,000.

RULE 58 – COMMISSION

(1) Subject to approval by the relevant Branch Secretary, commission on members' contributions may be allowed to local agents, local representatives, job representatives, secretaries of Local Committees and secretaries of Section Committees.

(2) Without limiting the generality of subrule (1) commission may be allowed to a representative on all members' contributions received by such representative for which the representative is directly responsible on the job.

(3) Without limiting the generality of subrule (1) commission may be allowed to a representative on all members' contributions paid through payroll deductions or direct debit by members for which the representative is directly responsible on the job.

(4) The rate or rates of commission are to be fixed by the Branch Executive.

(5) No member is to issue a receipt in a Branch unless the person to whom such receipt is issued is working within the coverage of that Branch.

(6) No Commission is to be allowed to any full-time Officer or employee of the Union.

RULE 58A - HONORARIUMS

(1) Subject to the approval by the relevant Branch Secretary/Branch Executive, honorariums maybe allowed to local agents, local representatives, job representatives, secretaries of local committees and secretaries of section committees

(2) The amount of honorarium is to be fixed by the Branch Executive.

(3) No honorarium is to be paid to any full-time officer or employee of the Union, except as provided by rule 32(1)(a) - National President that may also hold a full-time position with the union.

RULE 59 – ACCESS TO RECORDS AND REGISTER OF MEMBERS

(1) All records showing the financial transactions of the Union are to be kept at the Registered Office of the Union and are to include a register of the names and addresses of all the members.

(2) A register of the members and all records concerning the financial transactions of the Branch are to be kept by the Branch Secretary showing the name, address and financial standing of each member and such other matters as may be directed.

(3) A financial member making a specific request to inspect a part or parts of the records of the Union or of the Branch, Division or District of which he is part must be permitted to do so provided that:

(a) the request provides sufficient particulars of the information sought;

(b) reasonable notice is given;

(c) no copies may be made or documents removed without the written authority of the relevant Secretary.

PART 11A - REQUIREMENTS FOR EXPENDITURE POLICIES, DISCLOSURES AND FINANCIAL MANAGEMENT TRAINING OF OFFICERS

RULE 59A – DEFINITIONS FOR PART 11A

In the interpretation of the Rules in this Part 11A, the following words and expressions shall have the following meanings:

(a)	board	means a group of persons who supervise, govern or otherwise have oversight of a corporation, organisation, association or other like body including a Board of Directors.
(b)	disclosure period	For the purpose of these rules means the financial year unless a shorter period is specified.
(c)	declared person or body	A person is a declared person or body if: (i) an officer of the *organisation/branch* has disclosed a material personal interest under sub-rules 59E(1) or 59F(1); and (ii) the interest relates to, or is in, the person or body; and (iii) the officer has not notified the *organisation/branch* that the officer no longer has the interest.
(d)	financial duties	includes duties that relate to the financial management of the organisation or a branch of the organisation.
(e)	General Manager	means the General Manager of the Fair Work Commission.
(f)	non-cash benefit	means property or services in any form other than money, but does not include a computer, mobile phone or other electronic device that is used only or mainly for work purposes.
(g)	peak council	has the same meaning as defined by section 12 of the *Fair Work Act 2009*.
(h)	office	has the same meaning as defined by section 9 of the *Fair Work (Registered Organisations) Act 2009*.
(i)	officer	has the same meaning as defined by section 6 of the *Fair Work (Registered Organisations) Act 2009*.

(j)	related party	has the same meaning as defined by section 9B of the *Fair Work (Registered Organisations) Act 2009*.
(k)	relative	in relation to a person, means: (i) parent, step parent, child, stepchild, grandparent, grandchild, brother or sister of the person; or (ii) the spouse of the first mentioned person.
(l)	relevant remuneration	in relation to an officer of the *organisation/branch* for a disclosure period is the sum of the following: (i) any remuneration disclosed to the *organisation/branch* by the officer under sub-rule 59C(1) or sub-rule 59D(1) during the disclosure period; (ii) any remuneration paid during the disclosure period, to the office by the *organisation/branch*.
(m)	relevant non-cash benefits	in relation to an officer of the *organisation/branch* for a disclosure period means the non-cash benefits provided to the officer, at any time during the disclosure period, in connection with the performance of the officer's duties as an officer, by the *organisation/branch* or by a related party of the *organisation/branch*.
(n)	remuneration	(i) includes pay, wages, salary, fees, allowances, leave, benefits or other entitlements; but (ii) does not include a non-cash benefit; and (iii) does not include the reimbursement or payment of reasonable expenses for the costs incurred in the course of the officer carrying out his or her duties.

RULE 59B – POLICIES AND PROCEDURES ON EXPENDITURE OF ORGANISATION AND BRANCHES

(1) The organisation shall develop and implement policies and procedures relating to the expenditure of the organisation.

(2) Each branch shall develop and implement policies and procedures relating to the expenditure of the branch.

RULE 59C – DISCLOSURE OF RELEVANT REMUNERATION AND NON-CASH BENEFITS OF OFFICERS OF THE ORGANISATION

(1) Each officer of the organisation shall disclose to the organisation any remuneration paid to the officer:

(a) because the officer is a member of a board, if:

(i) the officer is a member of the board only because the officer is an officer of the organisation;

or

(ii) the officer was nominated for the position as a member of the board by the organisation, a branch of the organisation, or a peak council; or

(b) by any related party of the organisation in connection with the performance of the officer's duties as an officer.

(2) The disclosure required by sub-rule (1) shall be made to the organisation:

(a) in writing, as soon as practicable after the remuneration is paid to the officer; or

(b) by way of standing disclosure in accordance with section 293BB of the *Fair Work (Registered Organisations) Act 2009*..

(3) The organisation shall disclose to the members of the organisation and its branches:

(a) the identity of the officers who are the five highest paid in terms of relevant remuneration for the disclosure period, and

(b) for each of those officers:

(i) the actual amount of the officer's relevant remuneration for the disclosure period; and

(ii) the value and form of the officer's relevant non-cash benefits for the disclosure period.

(4) For the purposes of sub-rule (3), the disclosure shall be made:

(a) in relation to each financial year;

(b) within six months after the end of the financial year; and

(c) in writing.

RULE 59D – DISCLOSURE OF RELEVANT REMUNERATION AND NON-CASH BENEFITS OF OFFICERS OF BRANCHES

(1) Each officer of the branch shall disclose to the branch any remuneration paid to the officer:

(a) because the officer is a member of a board, if:

(i) the officer is a member of the board only because the officer is an officer of the branch; or

(ii) the officer was nominated for the position as a member of the board by the organisation, branch or a peak council; or

(b) by any related party of the branch in connection with the performance of the officer's duties as an officer.

(2) The disclosure required by sub-rule (1) shall be made to the branch:

(a) in writing, and as soon as practicable after the remuneration is paid to the officer; or

(b) by way of standing disclosure in accordance with section 293BB of the *Fair Work (Registered Organisations) Act 2009*..

(3) A branch shall disclose to the members of the branch:

(a) the identity of the officers who are the five highest paid officers of the branch in terms of relevant remuneration for the disclosure period, and

(b) for each of those officers:

(i) the actual amount of the officer's relevant remuneration for the disclosure period; and

(ii) the value and form of the officer's relevant non-cash benefits for the disclosure period.

(4) For the purposes of sub-rule (3), the disclosure shall be made:

(a) in relation to each financial year;

(b) within six months after the end of the financial year; and

(c) in writing.

RULE 59E – DISCLOSURE OF MATERIAL PERSONAL INTERESTS OF OFFICERS OF THE ORGANISATION

(1) Each officer of an organisation shall disclose to the committee of management of the organisation any material personal interest in a matter that:

(a) the officer has or acquires; or

(b) a relative of the officer has or acquires that relates to the affairs of the organisation.

(2) The disclosure required by sub-rule (1) must:

(a) be made as soon as practicable after the interest is acquired; and

(b) provide details of :

(i) the nature and extent of the interest; and

(ii) the relation of the interest to the affairs of the organisation; and

(c) be made:

(i) in writing or orally at a meeting of the committee of management; or

(ii) in writing to the members of the committee of management individually.

(3) Details of the disclosure must be recorded in the minutes of:

(a) the committee of management meeting in which the disclosure is made; or

(b) the next committee of management meeting if the disclosure was not made in a committee of management meeting.

(4) Upon written request to the committee of management from a member, the organisation shall provide details of the disclosures made under sub-rule (1) to that member within 28 days of the request.

RULE 59F – DISCLOSURE OF MATERIAL PERSONAL INTERESTS OF OFFICERS OF THE BRANCH

(1) Each officer of the branch shall disclose to the committee of management of the branch any material personal interest in a matter that:

(a) the officer has or acquires; or

(b) a relative of the officer has or acquires;

that relates to the affairs of the branch.

(2) The disclosure required by sub-rule (1) shall be made to the branch:

(a) be made as as soon as practicable after the interest is acquired; and

(b) provide details of :

(i) the nature and extent of the interest; and

(ii) the relation of the interest to the affairs of the branch; and

(c) be made:

(i) in writing or orally at a meeting of the branch committee of management; or

(ii) in writing to the members of the branch committee of management individually.

(3) Details of the disclosure must be recorded in the minutes of:

(a) the branch committee of management meeting in which the disclosure is made; or

(b) the next branch committee of management meeting if the disclosure was not made in a branch committee of management meeting.

(4) Upon written request to the branch committee of management from a member, the branch shall provide details of the disclosures made under sub-rule (1) to that member within 28 days of the request.

RULE 59G – DISCLOSURE BY ORGANISATION OF PAYMENTS

(1) The organisation shall disclose to the members of the organisation and its branches either:

(a) each payment made by the organisation, during the disclosure period:

(i) to a related party of the organisation or a branch of the organisation; or

(ii) to a declared person or body of the organisation or a branch of the organisation;or

(b) the total of the payments made by the organisation, during the disclosure period:

(i) to each related party of the organisation; or

(ii) to each declared person or body of the organisation.

(2) Sub-rule (1) does not apply to a payment made to a related party if:

(a) the payment consists of amounts deducted by the organisation from remuneration payable to officers or employees of the organisation; or

(b) the related party is an officer of the organisation, and the payment:

(i) consists of remuneration paid to the officer by the organisation; or

(ii) is reimbursement for expenses reasonably incurred by the officer in performing the officer's duties as an officer.

(3) For the purposes of sub-rule (1), the disclosures shall be made:

(a) in relation to each financial year;

(b) within six months after the end of the financial year; and

(c) in writing.

RULE 59H – DISCLOSURE BY BRANCHES OF PAYMENTS

(1) The branch shall disclose to the members of the branch either:

(a) each payment made by the branch, during the disclosure period:

(i) to a related party of the branch; or

(ii) to a declared person or body of the branch; or

(b) the total of the payments made by the branch, during the disclosure period:

(i) to each related party of the branch; or

(ii) to each declared person or body of the branch.

(2) Sub-rule (1) does not apply to a payment made to a related party if:

(a) the payment consists of amounts deducted by the branch from remuneration payable to officers or employees of the branch; or

(b) the related party is an officer of the branch, and the payment:

(i) consists of remuneration paid to the officer by the branch; or

(ii) is reimbursement for expenses reasonably incurred by the officer in performing the officer's duties as an officer.

(3) For the purposes of sub-rule (1), the disclosures shall be made:

(a) in relation to each financial year;

(b) within six months after the end of the financial year; and

(c) in writing.

RULE 59I - FINANCIAL TRAINING OF OFFICERS

(1) Each officer of the organisation whose duties include duties that relate to the financial management of the organisation (***financial duties***) must undertake training:

(a) approved by the Commissioner under section 293L of the *Fair Work (Registered Organisations) Act 2009* that covers each of the officer's financial duties; unless:

(b) the officer has applied to the Commissioner for an exemption from financial training under section 293M of the *Fair Work (Registered Organisations) Act 2009*, and that exemption has been granted.

(2) Each officer of a branch whose duties include duties that relate to the financial management of the branch (***financial duties***) must undertake training:

(a) approved by the Commissioner under section 293L of the *Fair Work (Registered Organisations) Act 2009*that covers each of the officer's financial duties; unless:

(b) the officer has applied to the Commissioner for an exemption from financial training under section 293M of the *Fair Work (Registered Organisations) Act 2009*, and that exemption has been granted.

(3) Each officer must complete the training referred to in sub-rules (1) and (2) within six months after the person begins to hold the office.

PART 12 - ELECTIONS

RULE 60 – QUALIFICATION FOR HOLDING OFFICE

(1) Persons who are not members of the Union are incapable of holding any Office in the Union.

(2) Only financial members of the Union are entitled to nominate candidates for Office.

(3) No member is eligible for nomination for election to an Office unless they:

(a) Have signed the pledge described in subrule (5) of this Rule; and

(b) Have been a continuously financial member for the 12 months immediately preceding the opening date for nominations; and

(c) For the period of 12 months immediately preceding the opening date for nominations:
(i) Were employed in any of the industries and callings specified in Rule 6, or if not so employed has been unemployed and bona fide seeking such employment; or
(ii) Were an Officer of the Union.

(4) No member is eligible for nomination for election to a Branch Office, or where a Branch has sub–branches, a sub–branch office, unless he or she has been a continuously financial member of that Branch, or that sub–branch, as the case may be, for the 12 months immediately preceding the opening date for nomination.

(5) All candidates including those elected or appointed to fill a vacancy shall sign a pledge that they will:

(a) At all times loyally and conscientiously carry out the Rules and policy of The Australian Workers' Union as laid down by the National Executive or the National Conference from time to time;

(b) Not join any industrial or political body or organisation which is opposed to the policy of The Australian Workers' Union;

(c) Not assist in the advocacy of any policy which is in contravention to a policy of The Australian Workers' Union.

(6) No person is eligible to be nominated for or hold or continue to hold Office in the Union if, in the opinion of the National Executive, there is a reasonable ground for believing that the person advocates or encourages, or has, within twelve months prior to the date of election, advocated or encouraged the overthrow by force or violence of the established Government of the Commonwealth.

(7) No person is eligible to be nominated for or to hold or to continue to hold any Office in the Union or to be employed by the Union in any capacity if:

(a) They are or become a member of a House of Parliament of the Commonwealth or of any State thereof; or

(b) They become or have been within a six month period prior to the opening of the nomination period, employed, appointed or elected to any position with another Union (not being a State registered Union mentioned in Rule 8) whether it be as an officer, representative, agent, delegate or employee without first receiving the authority of the National Executive of the Union.

(c) They have within the preceding 5 years been convicted in any Court of any offence in the nature of stealing, misappropriation, embezzlement, larceny, false pretences, forgery, burglary or unlawful receipt or retention of property where the property belongs to the Union.

(9) The Returning Officer may require a candidate for any of the respective Offices to furnish satisfactory evidence that their candidature complies with such qualification.

(10) Any Office becoming vacant through the operation of this Rule must be filled in the same manner as if it has been vacated by resignation.

RULE 61 – ELECTIONS

OFFICES TO BE ELECTED

(1) In January of 2009 and every fourth year thereafter, nominations must be invited for:

(a) All National Offices, namely: National President, National Secretary, Assistant National Secretary and National Vice-Presidents, and

(b) All Branch and Sub-Branch Offices namely; Branch President, Branch Senior Vice-Presidents, Branch Vice-Presidents, Branch Secretary, Branch Assistant Secretary, Organiser-Branch Executive Committee Members, Organisers, Branch Executive Committee Members, Delegates to National Conference, Delegates to National Executive, District Secretaries, District Representatives, Sub-Branch President, Sub-Branch Secretary, Sub-Branch Vice-Presidents, Sub-Branch Assistant Secretary, Sub-Branch Executive Committee Members, Trustees, and delegates to Delegate Meeting.

(2) Prior to the date for calling nominations mentioned in subrule (6), the Branch Executive must, subject to approval of the National Executive, determine the number of full-time positions of Organisers, not being Organiser-Branch Executive Committee Members, to be elected at the election.

(3) Provided that any rule alterations abolishing any existing offices or elected positions or creating new offices or elected positions for the purposes of nominations referred to in sub-rule 61(1) shall not take effect until the election in respect of which the rule alterations were made commences.

For the avoidance of doubt, incumbents of such offices or elected positions shall continue to hold office or their position unless their office or position becomes vacant through resignation or other reason under the rules prior to the election or the term naturally expires. Similarly, new offices or positions created for the purposes of nominations under this rule shall not be filled for the first time before the relevant scheduled election.

METHOD OF CALLING NOMINATIONS

(5) Notifications of the calling for nominations must appear by newspaper advertisement.

OPENING AND CLOSING OF NOMINATIONS

(6) Nominations are to open on the second Wednesday of January and close fourteen days later at 12 noon.

DETAILS OF NOMINATORS

(7) The nomination paper must be signed by at least two financial members and must contain the name and address of those members. The nominating members must form part of the electorate for the election of the Office concerned.

DETAILS OF CANDIDATE

(8) Each candidate must consent to the nomination in writing and must also state their occupation, name, date of birth, address and the Branch in which they are a member. The nomination paper must contain either the candidate's ticket or a certificate from the Branch or District Secretary in order to show the candidate has been a continuously financial member for the 12 months immediately preceding the opening date of nomination.

NOMINATIONS

(9) Nominations must be forwarded in a closed envelope addressed to the Returning Officer. Nominations must be sent by post or hand-delivered.

(10) Nominations for all positions must close on the same date.

WITHDRAWAL OF NOMINATION

(11) Provided that candidates, with the consent of their nominators, may withdraw their nomination for any position within seven (7) days of the close of nominations or such other period as may be fixed by the Returning Officer.

(12) In an election for any Branch Office referred to in subrule (1) of this Rule a member is only entitled to vote in the Branch of which he or she is a member.

(13) In the event of there being more candidates nominated than are required for any of the Offices, an election must take place by secret postal ballot in accordance with these Rules.

RULE 62 – ELECTION PROCEDURES

This Rule applies to all elections conducted under the Rules of the Union.

GENERAL POWER OF RETURNING OFFICER

(1) Where a Returning Officer is conducting an election or taking a step in relation to an election for an office in the Union the Returning Officer:

(a) subject to paragraph (b) must comply with the rules of the Union; and

(b) may in spite of anything in the rules of the Union, take any action, and give any directions, as the Returning Officer considers necessary:

(i) to ensure that no irregularities occur in or in relation to the election; or

(ii) to remedy any procedural defects that appear to the Returning Officer to exist in the Rules of the Union.

GENERAL DUTY OF RETURNING OFFICER

(2) The Returning Officer must conduct themself so as to ensure that, so far as is practicable and to the best of their foresight and ability, no irregularity occurs in or in connection with the election, and they must not seek to influence any voter to vote for or against any candidate.

INVALIDITY

(3) No error or omission in the carrying out or observance of any Rule is to invalidate an election unless the error or omission is of such a nature that the result of the election has or may have been affected.

(4) If, notwithstanding any Rule limiting the right to vote in any election to members of a particular financial status, any member not of that particular financial status is permitted to vote as a result of accident or any bona fide error of fact or misconstruction of the Rules, that member must, if otherwise qualified, be deemed to have been entitled to vote.

ABSENT VOTING

(5) The Returning Officer must take such steps as are necessary to enable any member, who may be temporarily absent from their registered address for the whole period in which voting is open, to record an absent vote. Provided that any request for an absent vote must be made within five (5) days of the close of nominations. No absent vote is to be counted, if for any reason, the member has been issued with a normal vote, unless the unused normal vote is returned to the Returning Officer prior to the close of voting.

CORRECTING DEFECTIVE NOMINATIONS

(6) In any election, the Returning Officer upon finding that a nomination is defective, may notify the person concerned of the defect and, where it is practicable to do so, give them the opportunity of remedying the defect within seven days. Where the person concerned has remedied the defect the nomination is valid notwithstanding that it is not remedied until after opening date for nominations. In any election conducted at a meeting at which nominations close, the time for remedying any defect is to be that which the Returning Officer considers reasonable in the circumstances.

PERIOD OF OFFICE

(7) Unless otherwise provided and subject to the Rules, all persons elected hold Office until their successors take Office.

SCRUTINEERS

(8) Each candidate may appoint a scrutineer to represent him or her at their own expense. A scrutineer must not be a candidate for any Office. Appointment must be by notice in writing to the Returning Officer. Each scrutineer is entitled to be present on all occasions when the Returning Officer is taking any step in the conduct and counting of the ballot.

(9) It is the duty of each scrutineer to conduct himself or herself so as not to interfere with the due performance of the Returning Officer's duties and to immediately report to the Returning Officer any irregularity which is observed. They must if so required by the Returning Officer make any objection or any request for information in writing. The Returning Officer must answer all reasonable inquiries by any scrutineer as to the time and place at which he or she will take any step in connection with the election, but is not otherwise under any duty to notify scrutineers of such matters.

DECLARATION OF RESULT

(10) The Returning Officer must count the votes and declare the result as quickly as possible. The declaration must, in addition to any other method of declaration provided in the Rules, be made to the National Secretary or Branch Secretary, whichever is appropriate, and that Officer must on request inform any candidate or scrutineer of the terms of the declaration.

DEATH OF A CANDIDATE

(11) Where two (2) or more candidates are nominated for any Office and one of those candidates dies before the close of ballot the election must be discontinued and a new election held. If under the Rules the election for such Office is to be held at the same time and in the same manner as elections for other Offices and the ballot papers in respect of such other Offices have not been dispatched, the Returning Officer may extend any time prescribed by these Rules in order to permit all of the elections to be held at the same time. If the ballot papers have already been dispatched, or if the Returning Officer considers it impracticable to hold the elections at the same time, he or she must hold the election for the Office for which a new election is to be held in the manner prescribed by the Rules but at times fixed by him or her.

(2) Where two (2) or more candidates are nominated for any Office and one of those candidates dies after the close of ballot and before the declaration of the ballot, the election must be discontinued and a new election held if, and only if, the candidate who died would have been elected to the Office if they had not died.

(13) If a successful candidate for any Office dies after the declaration of the result of the ballot, but before taking Office, a casual vacancy is deemed to have occurred in that Office as from the day on which the successful candidate would have been entitled to take Office, but any necessary steps to fill such vacancy may be taken at any time after the candidate's death.

(14) Where in the case of an election for any National Office, a candidate for that Office dies after the close of nominations and before the declaration of the ballot and a new election is required to be held pursuant to either subrule (11) or (12), then the National Executive may appoint some member of the Union who qualifies for Office in accordance with Rule 60 to act in the respective Office, as the case may be, until the result of such last mentioned ballot is declared.

TIED VOTES

(15) In the event of the votes of two or more candidates, one of whom is the sitting Officer, being equal, the sitting Officer must be declared to be elected. In other cases of equal voting the Returning Officer is to determine the ballot by drawing lots.

CEASING TO HOLD OFFICE

(16) Any person elected to any Office or position in the Union ceases to hold such Office or position upon ceasing to be a member of the Union, or, if such Office or position is in or representative of a Branch, upon ceasing to be a member of such Branch.

METHOD OF VOTING

(17) The method of voting in any election held under these Rules shall be by marking the ballot paper with a cross against the name of the candidate desired. On counting the ballot the Returning Officer shall proceed in the "First Past the Post" method, i.e. the candidate in the various positions receiving the greatest number of votes is to be declared elected. Where a member records a vote for more or less persons than are required to fill any particular office the vote insofar as it relates to such office is to be disallowed.

LIMITATION ON HOLDING OFFICE

(18) No member is eligible to nominate for or to hold at any one time:

(a) more than one full time Office;

(b) more than one Office on a Branch Executive;

(c) with the exception of the Offices of Branch Secretary and National President (honorary) more than one Office which would entitle the member to attend National Executive;

(d) an Office in separate Branches of the Union;

(e) the Office of Organiser and any Office on a Branch Executive except:

(i) the Office of Branch President; or
(ii) the Office of Branch Vice-President.

(19) Should a member nominate for more than one office and these offices cannot be held concurrently by virtue of these Rules ('conflicting nominations'), the Returning Officer must write to that member informing him or her of the defect and direct in writing for that member to withdraw all the nominations required so that only one nomination in relation to such offices remains for that member.

If the member does not respond to the Returning Officer's defect letter within 7 days of receipt or otherwise still has conflicting nominations, the Returning Officer must reject all conflicting nominations for that member except the nomination received last in time so that only one nomination in relation to such conflicting offices remains for that member.

If the Returning Officer is required by these Rules to determine which conflicting nomination was received last in time but cannot do so, the Returning Officer will reject all conflicting nominations for that member.

(20) Provided that nothing in this Rule is to prevent the holder of an Office from being appointed or elected to fill a casual vacancy pursuant to Rule 65, except that, where this Rule prevents a member holding two Offices at the same time, such appointment for election pursuant to Rule 65 must effect the resignation by the member appointed or elected from the Office that the member held immediately prior to the appointment or election to the subsequent Office.

RULE 63 – METHOD OF BALLOTING - DIRECT ELECTORAL SYSTEM

(1) Subject to Rule 62 only those members who are financial members in the Union 7 days before the opening of nominations in the year in which the election is held, shall be entitled to a ballot paper. A list of members in each Branch recorded as being financial at this date shall be compiled from the Branch Register of members as soon as possible and certified by the Branch Secretary as a list of members entitled to receive a ballot paper.

Only members, who are recorded as being financial members 7 days before the opening of nominations, are to be included on this list and only members whose names appear on this list are to receive a ballot paper. Any member claiming to have been a financial member 7 days before the opening of nominations and whose name is not on the list may request the Returning Officer either in writing or personally to investigate his or her case and, if upon investigation the Returning Officer is satisfied that the member was a financial member 7 days before the opening of nominations, he shall provide that member with a ballot paper.

The roll of voters shall close 7 days before the opening of nominations.

The certified list of members entitled to vote shall be sent to the National Returning Officer by each Branch Secretary immediately it is compiled.

(2) Ballot papers shall have printed thereon the closing date of the ballot and names of candidates placed in order determined by lot drawn by the Returning Officer and the positions and Offices required to be filled or particulars of the question submitted for determination.

(3) Ballot papers together with stamped addressed outer prepaid envelopes and a smaller inner “declaration” envelope marked "Ballot Paper" shall be posted by the Returning Officer by pre-paid post to financial members on the certified list of members entitled to vote at the address recorded on that list. The prepaid and declaration envelopes must comply with the forms prescribed in the Workplace Relations (Registration and Accountability of Organisations) Regulations 2003.

(4) After recording the vote, members shall place the ballot paper in the declaration envelope marked "Ballot Paper", and sign the declaration in the place indicated for the voter’s signature on the removable flap or label and insert the declaration envelope in the stamped addressed outer envelope and post same. If the member's signature is not recorded on the declaration envelope, the ballot paper shall not be counted in the ballot.

(5) The Returning Officer shall make a complete return of voting and note all discrepancies and shall forward copies of same to the National Secretary and to Branch Secretaries in their particular Branch.

(6) Ballot papers, envelopes and other documents shall be kept for a period of one year after the completion of an election.

(7) The Returning Officer may appoint such of the Branch Returning Officers and Sub-Branch Returning Officers as he or she determines his or her deputies for the purpose of distributing, collecting and counting the ballot papers and shall issue them with full directions for conduct of the ballot which directions they shall carry out as deputies of the National Returning Officer.

(8) A ballot paper shall be posted to every financial member at their place of residence as shown on the books of the Union, or if his place of residence is not shown and cannot be ascertained, at their place of employment. The Returning Officer shall cause such ballot papers to be printed and shall obtain from the printer a certificate stating the number of ballot papers printed and that the type was broken up immediately upon the completion of the printing.

(9) The ballot shall open on the third Wednesday in April and close at 12 noon on the fourth Monday following. Voting shall be by secret postal ballot.

(10) The closing date of every ballot shall be notified in the official publication of the Union or by newspaper advertisement.

(11) Upon completion of the count, or where the ballot is conducted by his or her deputies in accordance with this Rule, upon the compilation of a total result as contained in the separate counts made by his deputies, the Returning Officer shall formally declare the ballot at a time and place of which notice has been given to the scrutineers and shall present to the first meeting of the National Executive after his or her formal declaration a detailed report covering the full conduct of the ballot.

(12) A successful candidate shall take Office on the first day of July following their election and shall hold Office until their successor takes Office.

(13) The provisions of subrule (1) to (11) of this Rule shall apply to any extraordinary election held under Rule 65. Provided that any extraordinary election shall be held amongst members who were financial members at the end of the quarter which preceded the date upon which the ballot is to open. The ballot for any such election shall be open for a period of at least fifteen days and the opening and closing dates shall be decided by the National Executive. A successful candidate shall take Office on the declaration of the ballot.

(14) The provisions of this Rule are without prejudice to the provision of Rules 19 and 31.

(15) Members may vote in respect to National Offices and Offices in the Branch to which they belong.

(16) Notwithstanding anything elsewhere contained in these rules, members of the Alcoa Pinjarra Refinery Sub-Branch may only vote in respect to:

a. National Offices

b. The offices in the Sub-Branch to which they belong

c. The following offices in the Branch Executive of the West Australian Branch:

i. Branch Secretary
ii. Branch President
iii. Branch Assistant Secretary
iv. Branch Vice-Presidents

RULE 64 – METHOD OF BALLOTING - COLLEGIATE ELECTORAL SYSTEM

The Officers that are to be elected by and from a Branch Executive shall be elected as follows:

(1) Elections shall be conducted at the first meeting of the Branch Executive held following the elections held pursuant to Rule 61.

(2) Except as otherwise provided by these Rules candidates shall be members who are entitled to attend the meeting.

(3) Each candidate shall be nominated by a member, either in the meeting assembled or by writing delivered to the Returning Officer and the consent of the person nominated, shall be given orally or in writing to the Returning Officer.

(4) If more than one candidate is nominated an election shall be held. Voting shall be by secret ballot. All times necessary or convenient to be prescribed for the purpose of the election shall be prescribed by the meeting, or in the absence of provision by the meeting, by the Returning Officer.

(5) The meeting shall appoint a Returning Officer who shall not be the holder of any office in, nor employee of, the Union or of a Branch, Sub-Branch, Section or Division of the Union.

(6) Every member present at the meeting, or their alternate, shall be entitled to receive a ballot paper. The Returning Officer shall initial each ballot paper before distribution. He may give such reasonable directions as to the manner of completing and returning ballot papers as he considers necessary. The ballot papers shall be returned directly to the Returning Officer who shall count them personally.

(7) In the event of any member entitled to attend the meeting being absent from the meeting and not being represented by a duly appointed alternate (in which event the alternate shall receive the ballot paper), the ballot shall not be declared until the absent member has had a reasonable opportunity to record their vote.

(8) Each candidate may appoint a scrutineer in accordance with Rule 62.

(9) The Returning Officer shall declare the result as soon as counting is complete to the meeting, or if the meeting has risen to the National Secretary who shall thereupon notify each candidate of the result.

RULE 65 – FILLING VACANT OFFICES

(1) (a) Should a vacancy occur in any elected Office in the Union, through any cause whatsoever, the vacancy may be filled except where paragraph (c) applies by appointment by the National Executive in the case of a National Office and by the Branch Executive in the case of a Branch Office.

(b) The person so appointed is to hold Office for so much of the unexpired part of the term of the Office as is specified by the National Executive, or Branch Executive as does not exceed:

(i) twelve (12) months; or
(ii) three-quarters of the term of the Office;

whichever is the greater.

(c) Where the unexpired part of the term of Office exceeds that specified by subrule 1(b) of this Rule, the National Executive or Branch Executive as the case may be, must within one month of the vacancy occurring direct the Returning Officer to conduct an election in accordance with these Rules to fill the vacancy.

In this Rule "Term of Office" means the total period for which the last person elected to the Office by an ordinary election (other than an ordinary election to fill a casual vacancy in the Office) was entitled by virtue of that election to hold the Office without being re-elected.

(d) The provisions of these Rules relating to ordinary periodic elections including the provisions as to pledge and qualification for Office, apply, insofar as they are capable of application, to any election held to fill a vacancy under this Rule.

(e) Any person elected or appointed to fill a vacancy under this Rule is to hold Office for the balance of the term of Office during which the vacancy occurred.

(2) Where, pending the filling of a vacancy pursuant to this Rule, or while a regular Office holder is absent or incapacitated, it is necessary for the proper conduct of business that some person perform the duties of such Office, the National Executive, the Branch Executive of the Branch or Sub-Branch, as the case may be, may appoint an acting Officer.

PART 13 - REFERENDA

RULE 66 – PLEBISCITE, INITIATIVE AND REFERENDUM

NATIONAL REFERENDA

(1) National Conference or the National Executive, when either deem fit, may take the opinion of financial members upon any question by submitting the question to a plebiscite. The arrangements for the taking of a plebiscite must be such as to secure as large a vote as circumstances will admit. As soon as the result of the ballot in each Branch is ascertained, the result must be communicated to the National Returning Officer who must communicate the final result of the ballot to the National Secretary and each Branch Secretary within seven days.

(2) Any meeting of a Branch at which not less than 20 per cent of the financial members of the Branch are present may by resolution:

(a) Require the National Secretary to submit any decision of National Conference or National Executive for review by plebiscite, which requisition must be carried out by the National Secretary within fourteen days after notification to him or her of the resolution.

(b) Submit any proposal to National Executive which must within 14 days of the notification of the resolution to the National Secretary either give effect to the proposal or submit it to National Conference.

(3) (a) If in any period of four months meetings of any five Branches at each of which not less than 10 per cent of the financial members of the Branch are present by resolution request that a referendum of members be held on a proposal that National Conference or National Executive take or refrain from taking any specified action or adopt or refrain from adopting any specified policy in the conduct of the Union's business the National Executive must within fourteen days appoint a Returning Officer (not being the holder of any other Office in, nor an employee of, the Union or a Branch or Sub-Branch of the Union) who must immediately proceed to conduct a referendum of members on the proposal. Such referendum must so far as practicable be conducted in the same manner as elections of full-time National Officers. Provided that if the proposal be adopted by National Conference or National Executive no referendum is to be held under this Rule.

(b) If a proposal has been the subject of a resolution under paragraph (b) of subrule (2) hereof, it will only be necessary for meetings of four other Branches to make request for the purpose of paragraph (i) of this subrule provided that all five meetings are held within a period of four months.

(c) The result of the referendum must be given effect to by National Conference or National Executive, as circumstances may require.

BRANCH REFERENDA

(4) (a) If any Branch meeting at which not less than 10 per cent of the financial members of the Branch are present by resolution requests that a referendum of members of the Branch be held on a proposal that the Branch Executive or Branch Delegate Meeting take or refrain from taking any specified action or adopt or refrain from adopting any specified policy in the conduct of the Branch business, the Branch Executive must within fourteen days appoint a Returning Officer who shall forthwith proceed to conduct a referendum of members on the proposal.

(b) Such referendum must so far as practicable be conducted in the same manner as elections of Branch Officers.

Provided that if the proposal be adopted by National Conference, National Executive, the Branch Executive or the Branch Delegate Meeting no referendum is to be held under this subrule.

Provided further that no referendum is to be held under this subrule on any proposal which is contrary to the Rules of the Union.

(5) The result of the referendum must be given effect to by the Branch Executive so far as lies within its power.

(6) Subject to the Rules and to the decisions of National Conference and National Executive, the Branch Executive must comply with any direction given by a meeting at which not less than 10 per cent of the financial members of the Branch are present.

PART 14 – DISPUTES AND LEGAL PROCEEDINGS

RULE 67 – DISPUTES

(1) In the event of a dispute arising on any job or at any place of employment which cannot be settled amicably, the members involved shall by their delegate or other representative and before taking any action in furtherance of the dispute, notify the Branch Secretary or some full-time Officer of the Branch or of the Union.

(2) Subject to any directions concerning the dispute given by the Branch Executive or National Conference or National Executive, the members involved shall comply with all directions of the Officer of the Branch or of the Union who has been notified of or who is handling the dispute.

(3) The Branch Executive or the Officer of the Branch or of the Union who is handling a dispute may authorise a secret ballot of members who are involved or likely to be involved in a dispute.

(4) In the event of a serious dispute arising, or being threatened, the Secretary of the Branch concerned shall communicate with the National Secretary, who shall in conjunction with the relevant Branch Secretary thereupon take such steps for the settlement of the dispute as they deem expedient.

(5) For the purpose of this Rule any dispute or threatened dispute which exposes the Union to a pecuniary penalty or to an action for damages or which is likely to involve members of another Branch shall be deemed to be a serious dispute.

(6) Members ceasing work in respect to any industrial grievance without the sanction of the Branch Executive or National Executive shall be liable to bear the responsibility of such action. Members ceasing work under the direction of the Branch Executive or National Executive shall not return to work without the sanction of the Branch Executive or the National Executive.

RULE 68 – LEGAL PROCEEDINGS

(1) The National Secretary is authorised to act on behalf of the Union in any legal proceeding brought on behalf of or against the Union.

(2) The National Secretary must in exercising his or her authority under subrule (1) always act in accordance with any directions of National Conference or National Executive

(3) Any legal proceedings brought on behalf of or against the Union it is sufficient for the actions to be brought on behalf of or against the National Secretary as the proper name and title of the Office in the Union to sue and be sued. No change of the holder of the Office of National Secretary, no matter how such change occurs, has any effect on the contribution on the legal proceedings.

(4) To avoid any doubt the National Secretary can

(a) sue or be sued under the *Fair Work Act 2009* or any other relevant State or federal legislation.

(b) bring, join or defend any proceeding in any court in relation to any or all of the following:

(i) recovery of contributions, subscriptions, fines, levies or monies payable to the Union

(ii) the property right or claim to property of the Union

(iii) the industrial, political or social rights of the Union or its members

(iv) in connection with awards or agreements and for breaches of any industrial instrument or legislation

(v) against any person for larceny, embezzlement or misappropriation or unauthorised expenditure of the funds or property of the Union

(5) For the purpose o this rule

(a) "court" includes any court of law or equity in any jurisdiction.

(b) "proceeding" includes action, suit, prosecution, complaint or any other name given to a legal proceeding before a court or tribunal.

(6) This rule applies to Branch Secretaries, as if each reference in sub rules (1), (2) and (3) to the National Secretary were a reference to a Branch Secretary.

(7) The National Secretary is hereby authorised to sue or issue any proceedings on behalf of the Union or a member in respect of a breach of any industrial instrument or legislative entitlement arising within any industry falling within the coverage of the Union.

(8) Branch Secretaries and District Secretaries are similarly authorised provided that no such proceedings shall be taken by a District Secretary without Branch Secretary approval.

(9) No member of this Union shall be entitled to pecuniary assistance in any legal proceedings unless the interests of the Union are directly or indirectly involved. Provided that in the event of a member sustaining an injury or disease in the course of or arising out of their employment and making a claim for damages or compensation, the Branch Executive may afford the member legal assistance in making such a claim.

(10) Legal proceedings shall be taken on behalf of any member (at such member's request) discharged for refusing to shear sheep which in the member's honest opinion were so wet as to be likely to injure the member's health, or which were adjudged too wet to shear by a majority of the shearers by vote on a secret ballot provided the Branch concerned has secured legal opinion favourable to such action.

RULE 69 – SEAL AND EXECUTION OF AGREEMENTS

(1) The Common Seal of the Union must be kept in the custody of the National Secretary.

(2) An industrial agreement and any instrument not required by law to be under Seal must be executed by the National Secretary or their delegate or by an Officer authorised by the National Executive.

(3) Any instrument required by law to be under Seal may only be executed with the approval of the National Executive, under the Common Seal of the Union in the presence of the National Secretary and one other National Officer.

PART 15 – GENERAL

RULE 70 – APPLICATION OF RULES

The Rules of this Union operate to bind all members wherever working in the States of New South Wales, Victoria, South Australia, Queensland, Western Australia, Tasmania, the Australian Capital Territory, the Northern Territory and all Australian Territories, adjacent islands and offshore areas under the control of the Commonwealth of Australia.

RULE 71 – OFFICIAL NEWSPAPER

The Australian Worker is to be the official publication of the Union.

Each member of the Union is entitled to receive free of charge a copy of each issue of the official newspaper of the Union. The newspaper may be posted to the member's postal address or provided electronically including via an email to an email address provided by the member to the Union.

RULE 72 – PRINTING

All printing materials to be used by the Union or any Branch must be printed by Union labour in Australia.

RULE 73 – DISSOLUTION OF UNION

This Union must not be dissolved while any two Branches are in favour of its continuance. Subject to this provision, National Conference or the National Executive Council may submit the question of the dissolution of the Union to a plebiscite of all financial members to be taken by ballot; and if two-thirds of the whole number of financial members vote in favour of such dissolution, the Union must be dissolved and the funds remaining after all liabilities have been discharged must be divided equally amongst all financial members but this provision does not apply to any amalgamation between the Union and any other Union in accordance with any statutory enactment.

RULE 74 - ENGAGEMENT - PASTORAL INDUSTRY

MEMBERS NOT TO ACT AS EMPLOYERS' AGENTS

(1) No member of the Union, other than a Branch Secretary, or authorised agent, is to engage other members on behalf of pastoralists or shearing contractors.

ENGAGEMENT

(2) No member is to engage through Labor Agencies where fees are demanded, nor with anyone requiring payment or monetary consideration of any kind in return for providing employment or for obtaining employment for such member.

SIGNING AGREEMENT

(3) Members employed in the Pastoral Industry must sign the Award Agreement before commencing work at any shed, a duplicate of which they must retain in their possession.

ENGAGING STANDS

(4) Where the time for starting renders it impossible for a member to fulfil such engagements, no member is to engage a pen or other work in more than one shed in which the shearing is to commence on or about the same time.

(5) Any breach of this Rule is liable to be dealt with under the provisions of Rule 19.

RULE 75 – WORKING CONDITIONS PASTORAL INDUSTRY

(1) No member is to shear if a majority of shearers by vote on a secret ballot determine that the sheep are too wet to shear. It is the duty of the Shed Representative, together with two other members acting as scrutineers, to conduct the secret ballot to decide the question of wet sheep. No other persons except the shearers entitled to vote are allowed to be present during the voting, but the ballot papers must be counted in the presence of the overseer, if the overseer so requests.

(2) No member is to purchase or carry their own wool press or motor or press nor use any machine (excluding a shearing handpiece) other than that provided at the cost of the employer, nor purchase, nor rent their stand, press or motor, nor submit to any other deductions not provided by these Rules.

(3) No shearer is to catch a sheep or bring one on the board after the signal to cease work has been given.

(4) Barrowing is not allowed during smoke-ohs or meal hours if it interferes in any way with the meal hour or smoke-oh of any other member.

(5) No machine expert is to be employed as a shearer and as an expert at the same time in any shed where more than three shearers are employed, and no person engaged as an expert is to do any experting or grinding during smoke-oh or meal hours or outside working hours.

(6) No shearer is allowed to shear at a shed after starting work at such shed as a general hand unless a majority of the shearers and shed hands consent to them being so employed.

(7) No member is to shear a cancerous sheep.

(8) No shed employee is to pull any shearing machine in or out of gear for any shearer.

(9) Any breach of this Rule is liable to be dealt with under the provisions of Rule 19.

RULE 76 – AGREEMENTS WITH STATE REGISTERED UNIONS

(1) The Union is authorised, by this Rule, to enter into agreements with State Registered Unions to the effect that members of the State Registered Union concerned who are ineligible State members (that is, members of the State Union who are ineligible to be members of the Union pursuant to Rule 6) are eligible to become members of the Union in accordance with the Agreement.

(2) Without limiting the generality of subrule (1), a reference to a State Registered Union shall include a reference to the State Registered Unions identified in Rule 8.

RULE 77 – FORCE OF AGREEMENTS WITH STATE REGISTERED UNIONS

Notwithstanding any other provisions of these Rules:

(1) Upon the execution of an agreement referred to in Rule 76, members of the State Union shall forthwith become members of the Union without the need for such members of the State Union to make individual application for membership of the Union.

(2) Members of the State Union who have paid membership contributions to the State Union in accordance with the Rules of the State Union shall be deemed to have made such contributions to the Union.

(3) Members of the State Union who satisfy and comply with the Rules of the State Union as to financiality shall be deemed to be financial members of the Union without the need for any supplementary payment to be made to the Union.

(4) Members of the State Union who are financial shall have all rights and privileges prescribed by the Rules of the Union. Without limiting the generality of the foregoing, such rights shall include the right to nominate for and to hold Office and the right to vote in elections in accordance with the provisions of the Rules of the Union.

(5) For the purpose of any time limit prescribed by the Rules of the Union in respect to the entitlement to nominate for Office and the right to vote in elections, the period of financial membership of the State Union shall be deemed to be financial membership of the Union.

(6) Members of the State Union shall have the right to attend all meetings of the Union and to vote at those meetings in accordance with the Rules of the Union.

(7) Members of the State Union shall be subject to all duties and obligations as are prescribed by the Rules of the Union.

(8) These Rules shall apply equally to members of the Union and the State Union and, without limiting the generality of the foregoing or being limited thereby, shall include persons elected or appointed as Officers of the State Union.

(9) In this Rule, members of the State Union means members of a State registered Union bound by an agreement referred to in Rule 76, who are not eligible to be members of the Union in accordance with the provisions of Rule 5.

(10) In this Rule the State Union means a State registered Union bound by an agreement as referred to in Rule 76.

PART 16 - DELETED

RULE 78 – HOLDING OFFICES - AMALGAMATIONS

Where the Union is the proposed amalgamated organisation in any proposed amalgamation then any person holding an Office in the Union or in the other Union or Unions who are parties to the proposed amalgamation may upon the coming into force of the amalgamation hold an Office in the proposed amalgamated organisation. Provided that no person is to hold an Office in the proposed amalgamated organisation for more than four (4) years after the amalgamation takes effect without an election being held in relation to that Office.

RULE 79 – FUNERAL FUNDS BENEFITS

(1) Members of the Union who were members of the Federation of Industrial, Manufacturing and Engineering Employees (FIME) before the amalgamation day (as defined in the *Fair Work (Registered Organisations Act*) *2009* for the amalgamation between the FIME and the Australian Workers Union must, by virtue of the operation of this Rule, remain entitled to Funeral Fund benefits in accordance with and as prescribed by rule 46 of the rules of FIME existing on the day prior to the amalgamation day.

(2) In the event that the Union provides funeral or bereavement grants benefits to those members referred to in subrule (1) of this Rule which exceed the level of benefits applicable pursuant to subrule (1) of this Rule such benefits will be deemed to satisfy the provisions of this Rule.

RULE 80 - REPRESENTING NON-MEMBERS EMPLOYEES DEPENDENT OR INDEPENDENT CONTRACTORS

(1) The union may represent any non-member employee dependent or independent contractor or any person who through whatever means effectively sell his or her labour.

(2) Representation may be subject to a fee.

(3) The union has the absolute right to refuse to provide representation and the presence of this rule and rule 4 (34) and 25(1)(u) create no obligation on the union to provide such representation and create no right in any person to require the provision of such representation.

(4) Where the union has determined to provide such representation the terms of such representation including the nature of representation, the purpose of the representation, the duration of such representation, the fee for representation, and the rights of the union to terminate such representation, are all to be determined and agreed between the union and the person seeking such representation prior to the union undertaking such representation.

(5) The union may enter into an arrangement with an employer or principal for the provision of representation services for the benefit of an employee, dependent or independent contractor of the employer or principal.

(6) Except where the rules otherwise require, a reference to the union in this rule is reference to either the National Executive, the National Officers, the Branch Executive or Branch Secretary.

PART 17 – DEFINITIONS

RULE 81 – DEFINITIONS

(1) In the interpretation of these Rules, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"Agriculture" shall mean all work usually carried on or in connection with a farm, and shall be deemed to include market gardening, threshing grain, chaff cutting, corn crushing, compressing hay, straw and fodder stacking, loading or unloading grain, all work on a sugar plantation or farm or sugar mill or refinery.

"ALP" means the Australian Labor Party.

"Application Form" means the written form approved by the National Executive for completion by persons seeking to be admitted to membership of the Union pursuant to Rule 7.

"The AWU" means The Australian Workers' Union.

"Bona fide worker" means any employee, male or female, engaged in manual or mental labour in or in connection with any of the industries mentioned in Rule 6 hereof.

"Branch Executive Committee Member" means a member elected in accordance with these Rules to the Office of Branch Executive Member.

"Continuously financial member" means a member who has never lost the status of being a financial member at any stage during the relevant period provided that a member shall not lose such status until one month after a payment required pursuant to the Rules, falls due.

"Dairying Industry" shall mean any work usually carried on in connection with a dairy farm, butter factory, cheese factory, creamery, milk preserving or condensing factory.

"Elected Office" means an Office occupied by an elected Officer.

"Elected Officer" means a member elected to office pursuant to either Rules 63, 64, or 65 together with such members as have been appointed to fill a vacant Office pursuant to Rules 65.

"Employed Organiser" means a member employed to advocate the principles of Unionism and promote the organisation and enrolment of members, in a position created pursuant to Rule 65.

“FIME” means the Federation of Industrial, Manufacturing and Engineering Employees.

"Financial member" means a member who is not in arrears in the payment of any contribution, fine, levy or dues lawfully owing.

"Fruit Growing" shall be deemed to mean all work usually carried on in connection with a farm or orchard, and shall further include all those engaged in connection with preserving, drying, pulping and packing fruit.

"Full Time Officer" means those Officers who receive a salary or emolument of Office in respect to carrying out their duties as an Officer.

“Hair Stylists Australia” or “HSA” means a separate brand and distinct operating arrangements implemented by the Union in relation to the management of members who are employed as a hairdresser or in the industry of hairdressing from 1 February 2018. To avoid doubt, these members enjoy all the rights and are subject to the same obligations as other AWU members under these rules.

"Local Agent" means a member of the Union residing in any town or centre appointed by a Branch Executive to act on its behalf.

"Local Representative" means a person appointed by resolution of a Branch Executive to act as Agent for the issue of tickets of membership and collection of subscriptions.

"Member" means a member of the Union.

"Month" means a calendar month.

"National Conference" means the National Conference constituted by Rule 20.

"National Executive" means the National Executive constituted by Rule 24.

"National Officer" means any person holding any of the following positions: National Secretary, National President, Assistant National Secretary, National Vice-President.

"Office" means any elected position in the Union.

"Officer" means a member holding any elected position in or on behalf of the Union and includes members of the Union who are members of committees and delegates representing the Union who have been approved by the relevant Branch or National Executive on other bodies.

"Organiser" means a member elected to fill the Office of Organiser created pursuant to Rule 61.

"Organiser-Branch Executive Committee Member" means a member elected in accordance with these Rules to the Office of Organiser-Branch Executive Committee Member.

"Payroll Deduction Authority" means the written authority approved by the National Executive.

"Plebiscite" means the consensus of the general body of members of the Union or of the members of any one or more Branches or sections of the Union entitled to vote ascertained on appeal to such members in terms of Rule 66.

"Quarter" or "Quarterly" means a period of three (3) calendar months. The first Union quarter in each year shall be 1st July to 30th September. The second quarter shall be 1st October to 31st December in each year. The third quarter shall be 1st January to 31st March in each year, and the fourth quarter shall be 1st April to 30th June in each year.

"Rules" or "Rules of the Union" means these Rules of The Australian Workers' Union.

"The Union" means "The Australian Workers' Union".

"Ticket" means a certificate of membership of the Union.

"Timber and Sawmilling Industry" means any work carried on in connection with sawmills, timber yards, box and case factories, sawmakers' shops, and including hewers, splitters, firewood, and mining timber getters, and the preparation of woodwork for joiners, carpenters, implement makers, coachbuilders, car and waggon builders.

"Viticulture" means any work carried on in connection with a vineyard, and all work connected with the preparation of the product of such vineyard for market.

(2) Words importing the masculine gender shall include the feminine gender.

(3) Words importing the plural number shall include the singular number.

(4) Words importing the singular number shall include the plural number.

(5) The Rules shall be read and construed subject to the provisions of the *Fair Work (Registered Organisations) Act 2009* and any other applicable law.

***** END OF RULES*****

[105N: Incorporates alterations of 9 July 2024 [R2024/74]]
(replaces rulebook dated 01 December 2023 by order of the Federal Court of Australia: NSD1120/2023)

I CERTIFY under section 161 of the Fair Work (Registered Organisations) Act 2009 that the pages herein numbered 1 to 103 both inclusive contain a true and correct copy of the registered rules of the Construction, Forestry and Maritime Employees Union.

GENERAL MANAGER
FAIR WORK COMMISSION

Rules of the Construction, Forestry and Maritime Employees Union
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1 - NAME

The name of the Union shall be the "Construction, Forestry and Maritime Employees Union".

2 - CONSTITUTION

(A)(A) The following unlimited number of persons, whether male or female, are eligible to be members of the Union

(1) employed in, usually employed in or qualified to be and desirous of being employed in or seeking to be employed in or in connection with the industry or industries, and/or occupations, and/or calling, and/or vocations and/or industrial pursuits of

and/or

(2) who, otherwise than as employees or employers, follow an occupation in or in connection with the industry or industries of:

and/or

(3) who, otherwise than as employees or employers, are engaged in the industrial pursuit or pursuits of:

(i) carpenters or joiners (including foremen and sub-foremen) and carpenters or joiners employed in the States of New South Wales, Tasmania and Western Australia or in the Australian Capital Territory on bridges, wharves, jetties or piers or employed in the State of Victoria on bridges, wharves, jetties or piers which are wholly or substantially built of concrete and in respect of which the performance of formwork requires the exercise of a substantial amount of the knowledge and skill of a tradesman carpenter, or employed in one of the said States or in the State of Queensland or the said Territory on dams, ship carpenters or joiners (including foremen and sub-foremen) or tilelayers, including without limiting the meaning of the word tilelayers, persons employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite and the like not exceeding in measurement .093 square metres when such opalite and the like is fixed with cement composition or stonemasons, marble masons, polishers, machinists, sawyers and all other persons engaged in the dressing and preparation and/or erection of stone, marble or slate also those engaged in the preparation and/or erection of terrazzo or similar compositions, or bricklayers, tuckpointers, or in a trade or calling of a slater, roof tiler, shingler, ridger or cement tiler, fixer of roofing sheets of asbestos, fibro, fibrolite or cement mixtures and accessories, malthoid sisalkraft or bituminous roofing materials and all accessories made of the same materials and without limiting the meaning of the above they shall be deemed to include terra cotta, glazed, semi-glazed roofing tiles, cement tiles, slates, fibro slates, tiles, asbestos, fibro fibrolite, fibrous mixtures, cement and any mixtures that may replace or be used in conjunction with the foregoing or any materials incidental thereto or in place thereof, or in New South Wales journeymen and other labour engaged in the plate, sheet and ornamental glass trade, or apprentices or trainees to or in any of the foregoing trades together with such other persons whether employees in the industry or not as have been appointed officers of the Union and admitted as members thereof PROVIDED however that notwithstanding the foregoing:-

(a) In the States of Western Australia, South Australia, Tasmania and Queensland and in the Australian Capital Territory, nothing in paragraph (A)(i) of this rule shall render eligible for membership any employee engaged in tilelaying as defined in this sub-rule;

(b) In the States of New South Wales, Victoria, South Australia, Queensland and Tasmania nothing in paragraph (A)(i) of this rule shall render eligible for membership, any employee engaged in tilelaying as defined in this sub-rule who is eligible for membership of The Federated Furnishing Trade Society of Australasia;

(c) In the Australian Capital Territory and the State of Tasmania nothing in paragraph (A)(i) of this rule shall render eligible for membership persons engaged in the fixing of corrugated asbestos cement roofing sheets;

(d) Nothing in paragraph (A)(i) of this rule shall render eligible for membership any person who is a member of or eligible for membership of The Plumbers and Gasfitters Employees' Union of Australia;

(e) In the States of Victoria, South Australia, Queensland, Tasmania and the Australian Capital Territory nothing in paragraph (A)(i) of this rule shall render eligible for membership any employee engaged in the plate, sheet and ornamental glass industries as defined in this sub-rule who is eligible for membership of The Federated Furnishing Trades Society of Australasia.

(ii) the process or trade or business as a: plasterer, fixer, shophand, and caster, or employed in internal and/or external plastering, and/or cementing, including rendering with all forms of plaster, asbestos fibre, and including the performance of the aforementioned duties or processes by manual or mechanical means, (excepting employees engaged in manufacture of cement and/or concrete, and/or fibrolite articles) including wood, paper and metal lathing and/or top dressing of all concrete work finished in cement, and/or fibrous plaster fixing work, including sackett board and similar substances, defined as being fixing and finishing of fibrous work, as done by plasterers or fibrous plaster fixers, or employed in underground sewer or tunnel plastering, granolithic floor laying, i.e., floors laid with material or aggregate consisting of granite chips, blue stone toppings, crushed slag, cement floors, including magnesite and/or composition floors, marble mosaic paving, terrazzo and similar work, and/or press cement work, including shophands' work, being defined to include the interpretation of plans and details, and to work from them in the preparation of the ground work for the modeller, and also the cutting and mounting of moulds and casters' work, which shall include cornice and moulding and other plaster castings, and the casting of plain or ornamental plaster sheets by mechanical or manual means (excepting the manufacture of paper-backed wallboard from plaster of paris at Colonial Sugar Refining Company Ltd in New South Wales). Excepting in the State of New South Wales and Victoria the laying or fixing to floors or walls, tiles of terra cotta or pottery ware, faience, ceramic (excepting where such work is done in connection with bricklaying work) opalite tiles not exceeding in measurement .093 square metres, tiles made of plastic substances or other materials in substitution thereof, excepting metal, together with all persons as have been appointed officers of the Federation, and admitted members thereof. All persons employed assisting shophands, casters and/or fixers.

All junior shophands, casters and fixers and all persons apprenticed to any such branch of the plastering trades. Apprentices to the tilelaying trade other than in the States of New South Wales and Victoria. In the State of Victoria nothing in paragraph (A)(i) of this rule shall render eligible for membership any employee

(a) engaged upon the laying or fixing of tiles faience or ceramic blocks or tiles;
(b) engaged on press cement work;

(c) engaged upon the manufacture of plaster sheets by mechanical or manual means;
(d) engaged in assisting shophands, casters and/or fixers.

(iii) In the State of Victoria any process, trade or business in or of the plaster industry. Without limiting the generality of the term, the plaster industry shall include:

(a) the making of fibrous plaster and plasterglass board;

(b) the fixing or stopping of fibrous plaster, plasterglass board or gypsum plasterboard sections and shapes or any other work connected therewith;

(c) the making of architectural ornaments composed wholly or mainly of fibrous plaster, plasterglass, plaster cement or fibreglass;

(d) the fixing of architectural ornaments composed wholly or mainly of fibrous plaster, plasterglass, plaster cement or fibreglass or any other work therewith;

(e) the making of moulds for use in the making of such architectural ornaments;

(f) architectural modelling;

(g) the manufacturing of Plaster of Paris and the excavating or preparing of the raw materials for Plaster of Paris;

(h) the making and fixing of gypsum beam blocks and/or castings;

(i) the making of all forms of gypsum plasterboard sections, shapes and systems;

(j) the preparation of material for, and the making and fixing of acoustic tiles;

(k) the erection of suspended ceilings where the ceiling is to be of fibrous plaster sheets or tiles, gypsum plasterboard, plasterglass board or other material having a plaster content, including the fixing of battens, tracks or channels to which the plaster content materials are attached;

(l) the making and fixing of plaster walls, partitions and systems;

(m) the making, colouring and decorating of plaster models, the assembling or finning of models when taken from moulds, and any other work connected therewith;

(n) the making of moulds from chemically blended or compounded substances in substitution for plaster, fibrous plaster, or cement, the using of such moulds in the making of articles from plaster, fibrous plaster or cement or fibreglass for use in the building industry, and the fixing of such articles in the said industry;

(o) the making of articles composed of chemically blended or compounded substances for use in the building industry and the fixing of the said articles;

(p) the assembling, stacking and preparation for distribution of:

fibrous plaster, plasterglass board, architectural ornaments composed wholly or mainly of fibrous plaster, plasterglass, plaster, cement or fibreglass, Plaster of Paris, gypsum beam blocks and/or casting, gypsum plasterboard, acoustic tiles, plaster walls and partitions, plaster models and chemically blended or compounded substances for use in the building industry;

(q) the manufacturing of chalk, crayon or other articles from mineral earth;

and includes in Victoria the occupation of plasters' labourer and a person assisting a tradesperson in the Plaster Industry.

(A)(b) Without limiting the generality of any other subrule or paragraph or being limited thereby an unlimited number of persons employed in or seeking to be employed in or in connexion with all or any of the industry and/or occupations and/or callings and/or vocations and/or industrial pursuits of the painting and decorating industry in connexion with buildings and structures, plant, machinery and equipment, fences and posts, (commercial, residential, industrial or otherwise), general and ship painting, shall be eligible to be members of the Union including the following:

(a) on ships the painting of all accommodation and appurtenances thereto provided for passengers and ships complement, hospitals and pharmacies wherever situated, chart rooms, wheel houses and other navigational offices aboard ships including naval ships of every kind, and the painting of prefabricated ships and prefabricated parts of ships of every kind, and in the State of West Australia in accordance with the State Demarcation Board's decision number 32 of 1945 contained in the West Australia Industrial Gazette, published 30th June, 1947, Vol. XXVIII, page 130;

(b) the painting of launches and boats of every kind and the painting of prefabricated launches and boats and the prefabricated parts of launches and boats of every kind;

(c) the painting of or in connexion with all buildings and structures, plant, machinery and equipment, fences and posts, (commercial, residential, industrial or otherwise), the painting of or in connexion with prefabricated buildings and structures, plant, machinery and equipment, (commercial, residential, industrial or otherwise) and any prefabricated or other parts of prefabricated buildings and structures as aforementioned;

(d) the painting of the exterior of pipe lines on or above the surface of the earth, conduits, valves, condensers, cocks, control and/or regulating stations or sub-stations, and/or pumping, suction, syphon or booster stations or sub-stations, and/or storage holders, pressure regulating holders and/or trestles, bridges, viaducts, pylons, and any other supports, and all machinery and appurtenances relating to the foregoing on water, land, or sea, used or to be used for the purposes of storing and/or regulating and/or conveying liquids or gases including natural oils and gases;

(e) glazing, glass cutting, glass processing, cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, fitting and fixing glazing bars (but excepting in the State of Victoria, South Australia and Tasmania only, any person who is eligible for membership of the Federated Furnishing Trade Society of Australasia);

(f) paperhanging, applying and/or fixing wall hangings or coverings, decorating, kalsomining, distempering, plastic relief and texture work, graining, marbling, gilding, enamelling, varnishing and lacquering;

(g) signwriting, designing and/or lettering of price tickets and showcards;

(h) pictorial or scenic painting or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto including cut-out displays of all descriptions, pictorial, scenic or lettering;

(i) in the State of West Australia the work of enamelling, lining, spraying and writing on cycles;

(j) in the State of Queensland leadlight and metal glazing including cutting glass, assembling and fixing such glass by means of lead and/or metal sections;

(k) employees who mix and/or apply and/or fix paint or like matter or substitutes or mixtures or compositions or compounds for texture or plastic coatings and finishes or other decorative or protective coatings and/or finishes, or putty, stopping, caulking mixtures, compositions or compounds, oils, varnishes, water-colours, lacquers, stains, wallpapers, wall hangings or coverings, coatings (coatings shall not be read and construed to include the applying and fixing of lagging, or the work of applying or fixing of coatings consisting of plaster and/or lime and/or cement and/or aggregate when such substances are mixed or blended with water or the coating of pipes with bitumen and/or wrapping with burlap or hessian or in the State of Victoria only work covered by the description of industry in connexion with which the Victorian Plasterers Society is registered as at 1st November, 1962, but shall include any subsequent coats of paint or other like material for the purposes of protection or decoration) or other materials used in any of the callings specified in Rule 2, Constitution hereof, (other than mixing of paint, paint mixtures, protective coatings and/or plastic coatings and/or finishes and/or mixtures, putty, putty mixtures, stopping, caulking mixtures, compositions or compounds, oils, oil mixtures, varnishes, varnish mixtures, water colours, water colour mixtures, lacquers, lacquer mixtures, stains and removers, stain removal mixtures in paint and chemical factories) and/or other materials used in the painting and decorating trade with a brush, spray, roller or other tool or remove paint or like matter or substitutes or mixtures or compositions or compounds for texture or plastic coatings and finishes or other decorative coatings and/or finishes or putty, stopping or caulking mixtures, compositions or compounds, oils, varnishes, water colours, lacquers, stains, wallpapers, wall hangings or coverings, coatings, or other materials used in the painting and decorating trade by heat, flame, water, solvents, electrical, mechanical, airpowered or hand tools, or by grit, shot, or other abrasives or by any other means;

(l) persons engaged in preparing the work and materials required in any of the aforementioned branches of the trade; together with such other persons whether engaged in any industrial pursuit or not who have been appointed officers of the Union or its branches and admitted as members thereof but shall not include persons employed in connexion with the production or preparation of manufactured goods, plant, machinery, equipment, packages or containers for sale or purposes of distribution.

(2) For the purposes of this Rule a person shall be deemed to be employed in one or more of the specified industries, occupations, callings, vocations or industrial pursuits if:

(i) his usual occupation is that of an employee in one or more of the specified industries, occupations, callings, vocations or industrial pursuits, or

(ii) he is a person employed in one or more of the specified industries, or engaged in one or more of the specified industrial pursuits in the State of New South Wales, Queensland, South Australia or Western Australia who -

(a) in the case of a person so employed or engaged in New South Wales - is an employee for the purposes of the Industrial Arbitration Act 1940 of that State or that Act as amended from time to time;

(b) in the case of a person so employed or engaged in Queensland - is an employee for the purposes of the Industrial Conciliation and Arbitration Act 1961-1976 of that State or that Act as amended from time to time;

(c) in the case of a person so employed or engaged in South Australia - is an employee for the purposes of the Industrial Conciliation and Arbitration Act 1972-1975 of that State or that Act as amended from time to time;

(d) in the case of a person so employed or engaged in Western Australia - is an employee for the purposes of the Industrial Arbitration Act 1979 of that State or that Act as amended from time to time;

(3) A person who is a member of or who is eligible for membership of The Printing and Kindred Industries Union, shall not be eligible to be or be a member of The Operative Painters and Decorators Union of Australia.

(B) Without limiting the generality of the foregoing, or being limited thereby the Union shall also consist of:-

(1) workers (other than tradesperson), on any work in or in connection with or incidental to the erection, repair, renovation, maintenance, ornamentation, alteration, removal or demolition of any building.

For the purpose of this sub-rule (B) building shall include a building-type structure for the purpose of housing persons, goods or workshop equipment (other than mechanical or electrical plant) on a Civil or Mechanical Engineering Site.

(2) without limiting the generality of the foregoing, persons eligible for membership of the Union shall include any worker:

(i) assisting any bricklayer, mason, plasterer, carpenter, or other tradesperson engaged on the work described in Part (1) of this sub-rule; or

(ii) employed on any making or contracting job in wood, stone, brick, concrete, iron or steel, or combination of these or other materials incidental to any of the work described in Part (1) of this sub-rule, and in particular as

Bricklayers Labourer
Plasterers Labourer
Concrete Finisher
Dump Cart Operator
Scaffolder
Powder Monkey
Foundation Shaftsman
Steel Fixer (including Tack Welder)
Assistant Powder Monkey
Demolition Worker
Gear Hand
Jackhammerman
Mixer Driver (Concrete)
Steel Erector
Aluminium Alloy Worker Structural Erectors
(whether prefabricated or otherwise)
Cement Gun Operator
Concrete Cutting and Sawing Machine Operator
Concrete Gang worker (including Concrete Floater)
Roof Layer (Malthoid or similar material)
Underpinner

Concrete Formwork Stripper
Builders Labourer
Tackle Hand
Floor Sanding and/or Smoothing Machine Operators
Leading Hand Labourer
Labourer on Refractory work
Labourer excavating ground for foundations or basements of building or levelling ground on a proposed building site
or doing concrete work, tar paving or asphalt work or mortar or concrete mixing in connection with or incidental to the construction, repair, demolition or removal of buildings
Rigger performing rigging work that is an integral part of, or is incidental to, a tradesman's work
Assistant Rigger assisting a rigger specified in immediate preceding classifications
Drilling Machine Operator except in the mining or mineral exploration or hydrocarbon industries

Provided that, nothing in this sub-rule (B) shall render eligible to join the Union any person employed:-

(3) In the State of Victoria as a bricklayer's labourer, a bricklayer's labourer-refractory brickwork, a plasterer's labourer assisting a fibrous plasterer, a plasterers labourer assisting a solid plasterer, a concrete finisher, or labourer whose sole function is to assist a roof slater and tiler or whose sole function is to operate a dump cart;

(4) A drainer or person employed as a plumber's labourer;

(5) On a building or structure which building or structure is for the purpose of housing mechanical or electrical plant on a Civil or Mechanical Engineering Site;

(6) In the installation, repair or maintenance of lifts, escalators or air-conditioning plant;

(7) In that area of Queensland situated north of a line commencing at the sea coast with the twenty second parallel of south latitude, thence by that parallel of latitude due west to a hundred and forty seven degrees of east longitude thence by that meridian of longitude due south to twenty two degrees thirty minutes of south latitude, thence by that parallel of latitude due west to the western border of the State.

(C) Without limiting the generality of the foregoing and without being limited thereby the following are eligible to be members of the Union:

(i) All persons who are employed or are usually employed in any position on or in or in connection with (a) saws and wood working machines; (b) handling and treating timber and articles manufactured therefrom; (c) sawmills, timber yards, box and case factories, saw makers shops, joiners workshops, car and waggon shops, coach builders workshops, coopers workshops, furniture factories wooden sporting goods factories and veneer and plywood factories; (d) the preparing of woodwork for joiners, carpenters, builders, implement makers, coachbuilders, car and waggon builders, furniture factories, box and case factories, wooden sporting goods factories, veneer and plywood factories and coopers shops; (e) falling splitting and hewing timber.

Provided that millwrights, blacksmiths and maintenance engineers employed as such elsewhere than in bush sawmills, and fitters and/or turners, other than wood turners, shall not be eligible for membership unless covered by the provisions of paragraph (ii) hereof.

In these Rules, the words "wood and/or timber" without in any way limiting the ordinary meaning of the words, shall also be deemed to include any artificial or laminated or manufactured material now in existence or hereafter coming into existence from whatever materials made or constructed or manufactured, which is or can or may be used in the place of wood or timber, and which can be handled and/or treated and/or machined and/or worked in a similar way and with similar machines and/or tools, as in the case of wood or timber and

(ii) An unlimited number of males and females engaged or usually engaged in any occupation connected with manufacture, processing and supply of pulp, paper, paper board, strawboard, plastic materials (obtained from the wood and cooking chemicals in establishments where the organisation has as members persons coming within any other sections of this constitution) paper bags or any similar commodity, excepting employers of labour and

(iii) Such other persons who may be appointed from time to time to any office.

(D) Without limiting the generality of the foregoing and without being limited thereby in the State of South Australia or the Northern Territory, an unlimited number of employees engaged in or in connection with the coal and shale industries together with such other persons whether employees in the industries or not as have been appointed officers and admitted as members are eligible to be members of the Union. This sub-rule 2(D) does not apply outside the State of South Australia or the Northern Territory.

(DA) In addition to sub-rule (D), the following persons engaged in or in connection with the coal and shale industries on or adjacent to a mine site will be eligible to be members of the Union:

(a) persons performing any work in or in connection with or incidental to the construction of a coal mine where mining operations have not commenced;

(b) construction work or work that is incidental to such construction work on or adjacent to a coal mine, including but not limited to:

A. expansion work;
B. demolition work;
C. maintenance work which does not form part of the day to day operations of the coal mine; and
D. shutdown work.

(c) persons engaged to perform work at the Port of Newcastle;

(d) persons who are engaged to provide services in the mobile crane hire industry, including the hiring, operation or driving of mobile cranes, mobile elevated work platforms and like equipment.

(E) Without limiting the generality of the foregoing and without being limited thereby the following are eligible to be members of the Union:-

(a) An unlimited number of all classes of engine drivers, firemen, crane drivers, mobile crane drivers, forklift drivers, tow motor drivers, excavator drivers, pump attendants, pile drivers, motor drivers or attendants, greasers, cleaners, trimmers and any other workers assisting in and about the work incidental to any engine, boiler or machinery connected with the

production or utilisation of power on land or any harbour or river, and boiler attendants attending boilers not generating steam for power purposes and such persons as have been elected or appointed as paid officers of the Union or a branch of the Union or whilst financial members of the Union are elected as representatives of any working-class organisation to which the Union or a branch thereof is affiliated, or as a working-class member of Parliament.

Provided that mobile crane drivers, operators of fork lifts and/or tow motors engaged on the waterfront upon such work being that of a waterside worker or engaged in the transport of goods by road, or motor truck drivers wherever employed, shall not be eligible for membership.

(aa) Nothing in sub-rule 2(E)(a) shall render eligible to join the Union a person engaged:

(i) in or in connection with the coal and shale industries, other than those persons eligible to be members of the Union pursuant to sub-rule 2(D) and/or sub-rule 2(DA);

(ii) in or in connection with the mining, exploration and energy industries, other than:

(A) persons in the State of South Australia or the Northern Territory;

(B) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(C) persons performing work at the Nyrstar zinc smelter in Tasmania;

(D) persons performing work at the Cape Flattery silica mine in Queensland;

(E) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment; and

(F) persons engaged or employed to operate or drive mobile cranes, mobile elevated work platforms and like equipment who are based at or perform work at the following locations in Western Australia:

a. Cape Preston;
b. 7 Mile;
c. Cape Lambert; and
d. Karratha Gas Plant

(iii) in or in connection with the generation of electrical power for the dominant purpose of the commercial sale or distribution of electrical power, other than:

(A) persons in the State of South Australia or the Northern Territory;

(B) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(C) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment; and

(D) persons employed by another person that is not the operator or principal of the worksite or a person related to the operator or principal of the worksite.

(iv) in or in connection with the mining, processing and treatment of brown coal (by whatever means), other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment;

(v) in or in connection with the operation of a locomotive in the State of Western Australia.

(b) Further, provided that, without limiting the generality of the foregoing the following classes of workers engaged in or in connection with or incidental to the erection, repair, renovation, maintenance, ornamentation, alteration, removal or demolition of any building are eligible to be members of the Union. For the purposes of this sub-rule (b) building shall include a building-type structure for the purpose of housing persons, goods or workshop equipment (other than mechanical or electrical plant) on a civil or mechanical engineering site.

Dogman
Hoist or Winch Driver
Gantry Hand or Crane Hand
Crane Chaser
Dogman/Crane Hand
Trainee Dogman/Crane Hand
Pile Driver
Pile Driver Assistant
Rigger performing rigging work that is an integral part of, or is incidental to, cranage operations
Assistant Rigger
Drilling Machine Operator
Dump Cart Operator in respect of Victoria only

Provided that, nothing in sub-rule (b) shall render eligible to join the Union any person employed:

(1) on a building or structure which building or structure is for the purpose of housing mechanical or electrical plant on a civil or mechanical engineering site.

(2) In that area of Queensland situated north of a line commencing at the sea coast with the twenty second parallel of south latitude, thence by that parallel of latitude due west to a hundred and forty seven degrees of east longitude thence by that meridian of longitude due south to twenty two degrees thirty minutes of south latitude, thence by that parallel of latitude due west to the western border of the State.

(3) in the mining or exploration or hydro-carbons industries.

(F) Without limiting the generality of any other sub-rule or paragraph or being limited thereby an unlimited number of persons who are employed in, or competent to be employed in or in connection with the following industries or trades are eligible to be members of the Union:

Piano and piano-player makers and tuners, organ-makers, and makers of gramophones and all other musical instruments, cabinet-makers, wood-carvers, billiard table makers and fitters, clock-case makers, coffin-makers, 3-ply veneer workers, chair and couch makers, or other articles of sitting accomodation, sewing machines, upholsterers, carpet and linoleum planners and all floor covering layers, outdoor hands, measuring, fixing, soft furnishings, blind cutting, making, painting, fixing, french-polishers, enamellers, spraying machine operators, makers of wireless instrument cases or cabinets, woodturners, mantel-piece makers, overmantel-makers, mattress-makers, wire-weavers, picture-frame makers, bedding-makers, quiltmakers (including eiderdown), venetian and wire-blind makers, bamboo pith and cane and wicker workers, packers of crockery and furniture mantle-pieces, pictures, carpets, drapery, plate and sheet glass in warehouses, shops, factories or stores, glass bevellers, glass benders, glass worker (excepting those on spectacles, lenses or frames and employees in firms where such employees are engaged on work connected with the manufacture or repair of scientific, precision or other instruments such as binoculars, microscopes, military, aircraft and naval instruments), glass lampshade workers, safety glass workers, toy makers and/or toy repairers in establishments where the chief product or products or one of the chief products manufactured in such establishments is otherwise provided for herein; cutters, silverers, glaziers, glass polishing, cutting, painting, cementing, leadlight glaziers and cutters, and all woodworking or other machinists, and operators of other mechanical devices preparing material for above employees; millwright's baby carriage makers, upholstresses, new and second-hand carpet, drapery, table and lampshade hands; flock-workers, rag-pickers and fumigators; timber stackers, yardmen, and labourers, and all other employees working in new and secondhand furniture factories, piano factories, organ factories, mantel-piece factories, billiard-table factories, overmantel factories, bedding-factories, mattress factories, venetian and wire-blind factories, picture-frame factories, plate-glass factories, luxfer glazing factories, bamboo pith cane; Reed-tex, Hytex, and wicker-work factories, sewing machine factories, flock factories, window background workers, display article workers, refrigerator workers, incubator workers, together with such other persons, whether employees engaged in the industries or not, as have been appointed officers of the Union and admitted as members thereof, provided that a branch may issue a clearance to any member whom it may be considered should not retain his membership on the ground that he is working in an industry not governed by any awards of the Society.

(G) [Deleted]

(H) Without limiting the generality of sub-rules (A), (B), (C), (D) and (F) above and without being limited thereby, nothing in sub-rule "E" shall make eligible for membership of the union any person employed by Queensland Alumina Limited in its operations at Gladstone in the State of Queensland.

(I) Without limiting the generality of sub-rules (A), (B), (C), (D) and (F) above and without being limited thereby, nothing in sub-rule (E) above shall make eligible for membership of the Union any person employed by the following employers in metalliferous mining in Tasmania or South Australia:

Aberfoyle Resources Ltd
Beconsfield Gold Mines Ltd
Mt Lyell Mining & Railway Co. Ltd
Pasminco Mining
Renison Ltd
Tasmania Mines Ltd
Western Mining Corporation
Adelaide Chemical Company
Boral Resources (SA) Pty Ltd
Penrice Soda Products Pty Ltd
Mt Gunson Mines Ltd
Commercial Minerals (SA) Pty Ltd

(J) Without limiting the generality of Sub-Rules (A) to (F) herein or being limited thereby, independent contractors who, if they were employees performing work of the kind which they usually perform as independent contractors, would be eligible for membership of the Union, shall be eligible for membership of the Union.

(K) 1. For the purposes of this sub-rule:

1.1 "employees" shall mean and include employees of employers engaged in the operations of sugar mills, refineries, distilleries, terminals and sugar storage facilities in the milling, refining, distilling, terminal, storage and other sectors of the sugar industry in Queensland and/or in any by-product or tourism operations conducted by an employer but shall not mean and include –

1.1.1 persons employed to perform office clerical and tradespersons' work, or

1.1.2 in the case of CSR Limited, persons who are from time to time members of the CSR Ltd Officers' Association or who are from time to time salaried staff of CSR Limited eligible for membership of the CSR Ltd Officers' Association, or

1.1.3 persons who are contractors or subcontractors engaged by employers, and

1.2 "employers" shall mean and include -

1.2.1 Australian National Power Alcohol Company Proprietary Limited,

1.2.2 Babinda Sugar Limited,

1.2.3 Bingera Sugar Pty Ltd,

1.2.4 The Bulk Sugar Terminal Operations,

1.2.5 Bundaberg Distilling Company Pty Limited,

1.2.6 Bundaberg Sugar Ltd,

1.2.7 CSR Limited,

1.2.8 CSR Plane Creek Pty Ltd,

1.2.9 The Haughton Sugar Company Pty Limited,

1.2.10 Isis Central Sugar Mill Co Limited,

1.2.11 Mackay Sugar Co-operative Association Limited,

1.2.12 Millaquin Sugar Pty Ltd,

1.2.13 Moreton Sugar Ltd,

1.2.14 Mossman Central Mill Company Pty Ltd,

1.2.15 Pioneer Sugar Mills Limited,

1.2.16 Proserpine Co-operative Sugar Milling Association Limited,

1.2.17 Schumer Pty Ltd,

1.2.18 South Johnstone Mill Limited,

1.2.19 The Maryborough Sugar Factory Limited,

1.2.20 Mulgrave Central Mill Co Limited,

1.2.21 Tully Sugar Limited, and

1.2.22 W H Heck & Sons Pty Ltd.

2. Employees (as defined) of employers (as defined) shall not be eligible to join the union.

(L) Employees of Thiess Services Pty Ltd employed as maintenance workers at South Eastern Water pursuant to the Australian Workers Union Construction and Maintenance Award 1989 and the Thiess Environmental Services Pty Ltd Victorian Maintenance and Construction Services Enterprise Agreement 1995-1997 shall not be eligible for membership.

(M) Persons employed or to be employed by Energy Developments Limited and/or its subsidiaries or related companies shall not be eligible for membership of the union pursuant to any rule of the union, and the union shall not have the right to represent under the Act the industrial interests of such persons.

(N) Without limiting the generality of the foregoing and without being limited thereby, the following are eligible to be members of the Union: an unlimited number of persons whether male or female throughout the Commonwealth who are employed or usually employed in the Brick, Tile and Pottery Industry and without limiting the generality of the foregoing, shall include persons employed or usually employed within the said industry in the manufacture of Abrasive wheels and stones (otherwise than at Australian Abrasives Pty. Ltd., Auburn and at Carborundum Pty. Ltd., Thomastown), Architectural terracotta facing materials, Building bricks of every description (including sand and lime bricks), Bristolware, Ceramics, Chinaware, Conduits and Insulators, Earthenware, Ceramic flooring tiles, Pottery and porcelain ware, Refractory materials, Roofing tiles and accessories including cement tiles only in the State of Western Australia, Stoneware pipes and sanitary fittings, Terracotta ware and wall tiles, together with such persons, whether engaged in the industry or not, who have been elected full time paid officers of the Clay and Ceramics Industry Divisional Branch pursuant to the relevant rules relating to the election of officers.

(O) **Additional Eligibility for Admission to Membership in the State of Queensland**

This rule 2(O) does not apply outside the State of Queensland.

Without limiting the generality of the foregoing rules and without being limited thereby, the following provisions of this rule provide for additional eligibility for admission to membership of the Union in the State of Queensland:-

(i)

SECTION A

(a) The Union shall consist of an unlimited number of persons, employed or usually employed as carpenters or joiners, including ship carpenters or joiners, or as stonemasons, marble masons, polishers, machinists, sawyers and all other persons engaged in the dressing and preparation and/or erection of stone, marble or slate also those engaged in the preparation and/or erection of terrazzo or similar compositions; also those employed in or usually employed in the following callings:- Bricklaying, tuckpointing, coke slab wall erection, gas retort repairers, fire clay block layers, floor tilers, roof tilers, slaters and shinglers, Terracotta fixer; majolica fixers, earthenware pipe drain layers in or about a building, cutters of brickwork for doorways, windows etc. plasterers; fibrous plasterers; tilers; floor specialists; lathers; together with such

other persons, whether employees in the industry or not, as have been appointed Officers of the Association and admitted as members hereof.

(b) This Union shall also consist of an unlimited number of persons employed in or usually employed in the painting and decorating industry in connection with buildings and structures, plant, machinery and equipment, fences and posts, (commercial, residential, industrial or otherwise), general and ship painting, including the following:

(i) On ships the painting of all accommodation and appurtenances thereto provided for passengers and ships complement, hospitals and pharmacies wherever situated, chart rooms, wheel houses and other navigational Offices aboard ships including naval ships of every kind, and the painting of prefabricated ships and prefabricated parts of ships of every kind.

(ii) The painting of launches and boats of every kind and the painting of prefabricated launches and boats and the prefabricated parts of launches and boats of every kind.

(iii) The painting of or in connection with all buildings and structures, plant, machinery and equipment, fences and posts, (commercial, residential, industrial or otherwise). The painting of or in connection with prefabricated buildings and structures, plant, machinery and equipment, (commercial, residential, industrial or otherwise) and any prefabricated or other parts or prefabricated building and structures as aforementioned.

(iv) The painting of the exterior of pipe lines on or above the surface of the earth, conduits, valves, condensors, cocks, control and/or regulating stations or sub-stations, and/or pumping, suction, syphon or booster stations or sub-stations, and/or storage holders, pressure regulating holders and/or trestles, bridges, viaducts, pylons, and any other supports, and all machinery and appurtenances relating to the foregoing on water, land, or seas, used or to be used for the purposes of storing and/or regulating and/or conveying liquids or gases including natural oils and gases.

(v) Glazing, glass cutting, glass processing, cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, fitting and fixing glazing bars.

(vi) Paperhanging, applying and/or fixing wall hangings or coverings, decorating, kalsomining, distempering, plastic relief and texture work, graining, marbling, gilding, enamelling, varnishing and lacquering.

(vii) Signwriting, designing and/or lettering of price tickets and show cards.

(viii) Pictorial or scenic painting, or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto including cut-out displays of all descriptions, pictorial, scenic or lettering.

(ix) Leadlight and metal glazing including cutting glass, assembling and fixing such glass by means of lead and/or metal sections.

(x) Employees who mix and/or apply and/or fix paint or like matter or substitutes or mixtures or compositions or compounds for texture or plastic coatings and finishes or other decorative or protective coatings and/or finishes, putty stopping, caulking mixtures, compositions or compounds, oils, varnishes, watercolours, lacquers, stains, wallpapers, wall hangings or coverings, coatings (coatings will not be read and construed to include the applying and

fixing of lagging, or the work of applying or fixing of coatings consisting of plaster and/or lime and/or cement and/or aggregate when such substances are mixed or blended with water or the coating of pipes with bitumen and/or wrapping with burlap or hessian or other like material for the purposes of protection or decoration) or other materials used in any of the callings specified in Rule 1.2.2, Constitution hereof (other than mixing of paint, paint mixtures, protective coatings and/or plastic coatings and/or finishes and/or mixtures, putty, putty mixtures, stopping, caulking mixtures, compositions or compounds, oils, oil mixtures, varnishes, varnish mixtures, water colours, watercolour mixtures, lacquers, lacquer mixtures, stains and removers, stain removal mixtures in paint and chemical factories) and/or other materials used in the painting and decorating trade with a brush, spray, roller or other tool or remove paint or like matter or substitutes or mixtures or compositions or compounds for texture or plastic coatings and finishes or other decorative coatings and/or finishes or putty, stopping, or caulking mixtures, compositions or compounds, oils, varnishes, water colours, lacquers, stains, wallpapers, wall hangings or coverings, coatings, or other materials used in the painting and decorating trade by heat, flame, water solvents, electrical, mechanical, air powered or hand tools or by grit, shot, or other abrasives or by any other means.

(xi) The Union shall also consist of an unlimited number of persons engaged in preparing the work and materials required in any of the aforementioned branches of the trade together with such other persons whether engaged in any industrial pursuit or not who have been appointed Officers of the Union or its branches and admitted as members thereof but shall not include persons employed in connection with the production or preparation of manufactured goods, plant, machinery, equipment, packages, or containers for sale or purposes of distribution.

(c) Nothing in this Section A rule will make eligible for membership any employee employed in or in connection with the conduct of Hamilton Island and Dent Island as part of the Island Tourist Resort Industry other than employees of contractors and/or subcontractors employed on the mainland and performing work on Hamilton Island and Dent Island from time to time. Provided further that, notwithstanding the foregoing provisions of this rule, the union does not have the right to enrol as members under this sub-rule, employees of Mount Isa Mines Limited covered by the Mount Isa Mines Limited Award and the Mount Isa Mines Limited Tracing Employees Industrial Agreement.

(d) Notwithstanding any other provision in these Section A rules, a person employed by a sugar mill, refinery, distillery, terminal or storage operation and milling, refining, distilling, terminal, storage or other sectors of the sugar industry shall not be eligible to become a member of the union under this sub-rule.

(e) The Union also shall consist of an unlimited number of members who are employed in, or competent to be employed in or in connection with the following industries or trades: Piano and piano-player makers and tuners, organ-makers, and makers of gramophones and all other musical instruments, cabinet-makers, wood-carvers, billiard table makers and fitters, clock-case makers, coffin-makers, 3-ply veneer workers, chair and couch makers, or other articles of sitting accommodation, sewing machines, upholsterers, carpet and linoleum planners and all floor covering layers, outdoor hands, measuring, fixing, soft furnishings, blind cutting, making, painting, fixing, french-polishers, enamellers, spraying machine operators, makers of wireless instrument cases or cabinets, woodturners, mantel-piece makers, overmantel-makers, mattressmakers, wire-weavers, picture-frame makers, bedding-makers, quiltmakers (including eiderdown), venetian and wire-blind makers, bamboo pith and cane and wicker workers, packers of crockery and furniture mantle-pieces, pictures, carpets,

drapery, plate and sheet glass in warehouses, shops, factories or stores, glass bevellers, glass benders, glass worker (excepting those on spectacles, lenses or frames and employees in firms where such employees are engaged on work connected with the manufacture or repair of scientific, precision or other instruments such as binoculars, microscopes, military, aircraft and naval instruments), glass lampshade workers, safety glass workers, toy makers and/or toy repairers in establishments where the chief product or products or one of the chief products manufactured in such establishments is otherwise provided for herein; cutters, silverers, glaziers, glass polishing, cutting, painting, cementing, leadlight glaziers and cutters, and all woodworking or other machinists, and operators of other mechanical devices preparing material for above employees; millwright's baby carriage makers, upholstresses, new and second-hand carpet, drapery, table and lampshade hands; flock-workers, rag-pickers and fumigators; timber stackers, yardmen and labourers, and all other employees working in new and secondhand furniture factories, piano factories, organ factories, mantel-piece factories, billiard-table factories, overmantel factories, bedding-factories, mattress factories, venetian and wire-blind factories, picture-frame factories, plate-glass factories, luxfer glazing factories, bamboo pith cane; Reed-tex, Hytex, and wicker-work factories, sewing machine factories, flock factories, window background workers, display article workers, refrigerator workers, incubator workers, together with such other persons, whether employees engaged in the industries or not, as have been appointed officers of the Union and admitted as members thereof, provided that a branch may issue a clearance to any member whom it may be considered should not retain his membership on the ground that he is working in an industry not governed by any awards of the Society.

(f) Provided further that, notwithstanding the foregoing provisions of this Section A rule, the union does not have the right to enrol as members under this sub-rule persons employed from time to time on Lot 42 CP905700, Locality BEOR, Parish BEOR, County Elphinstone, Title Reference 50170171 until 5 February 2000.

(g) Without limiting the generality of the foregoing Sub-Rules of this Section A Rule, or being limited thereby, independent contractors who, if they were employees performing work of the kind that they usually perform as independent contractors, would be employees eligible for membership of the Union, will be eligible for membership of the Union, and the Union will consist of an unlimited number of such persons.

SECTION B

(a) The Association shall consist of an unlimited number of all classes of engine drivers, firemen, crane drivers, mobile crane drivers, forklift drivers, tow-motor drivers, excavator drivers, pump attendants, pile drivers, motor drivers or attendants, greasers, cleaners, trimmers and any other workers assisting in and about the work incidental to any engine, boiler or machinery connected with the production or utilisation of power on land or any harbour or river and boiler attendants attending boilers not generating steam for power purposes and such persons as have been elected or appointed as paid officers of the Association or a Branch of the Association or whilst financial members of the Association are elected as representatives of any working class organisation to which the Association or a Branch thereof is affiliated or as a working class member of parliament. Provided that mobile crane drivers, operators of fork lifts and/or towmotors engaged on the waterfront upon such work being that of a waterside worker or engaged in the transport of goods by road, or motor truck drivers wherever employed, shall not be eligible for membership. Provided further that, notwithstanding the foregoing provisions of this Section B rule, the union does not have the right to enrol as members under this sub-rule, employees of Mount Isa Mines Limited covered by the Mount Isa Mines Limited Award and the Mount Isa Mines Limited Tracing Employees Industrial Agreement.

(b) Nothing in sub-rule (O)(i) shall make eligible for membership any employee employed in or in connection with the conduct of Hamilton Island and Dent Island as part of the Island Tourist Resort Industry other than employees of contractors and/or subcontractors employed on the mainland and performing work on Hamilton Island and Dent Island from time to time.

(c) Notwithstanding any other provision in this Section B rule, a person employed by a sugar mill, refinery, distillery, terminal or storage operation and milling, refining, distilling, terminal, storage or other sectors of the sugar industry shall not be eligible to become a member of the association under this sub-rule.

(d) Notwithstanding any other provision in this Section B rule, the persons employed by Dalrymple Bay Coal Terminal Pty Ltd at the Dalrymple Bay Coal Terminal site shall not be eligible for membership under this sub-rule.

(e) Nothing in sub-rule (O)(i) Section B shall render eligible to join the Union a person engaged:

(i) in or in connection with the coal and shale industries, other than those persons eligible to be members of the Union pursuant to sub-rule 2(D) and/or sub-rule 2(DA);

(ii) in or in connection with the mining, exploration and energy industries, other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons performing work at the Cape Flattery silica mine in Queensland;

(C) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment.

(iii) in or in connection with the generation of electrical power for the dominant purpose of the commercial sale or distribution of electrical power, other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment;

(C) persons employed by another person that is not the operator or principal of the worksite or a person related to the operator or principal of the worksite.

(iv) in or in connection with the mining, processing and treatment of brown coal (by whatever means), other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment.

SECTION C

(a) The Union shall be formed of persons not under the age of fourteen years employed or formerly employed in or about any coal, shale, metal, coke, and smelting works in Queensland, and who are approved by the Committee of Management.

Provided that nothing in this sub-rule shall render eligible to join the Union a person engaged other than:

i. persons performing any work in or in connection with or incidental to the construction of a coal mine where mining operations have not commenced;

ii. construction work or work that is incidental to such construction work on or adjacent to a coal mine, including but not limited to:

A. expansion work;
B. demolition work;
C. maintenance work which does not form part of the day to day operations of the coal mine; and
D. shutdown work.

iii. persons performing construction work, or any work incidental to construction work, on a worksite other than a coal mine. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

iv. persons who are engaged to provide services in the mobile crane hire industry, including the hiring, operation or driving of mobile cranes, mobile elevated work platforms and like equipment.

(b) Provided further that, notwithstanding the foregoing provisions of this rule, the Union does not have the right to enrol as members under this sub-rule, employees of Mount Isa Mines Limited covered by the Mount Isa Mines Limited Award and the Mount Isa Mines Limited Tracing Employees Industrial Agreement.

Without limiting any other rule, sub-rule (O)(i) does not make any person eligible to be a member of the union who is in a class of employees for whom, at the time of the rule being approved, the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland was subject to a representation order, a State demarcation order or a demarcation undertaking or agreement (however described) in relation to that class of employees, in favour of another organisation or association.

(ii) The Union shall consist of an unlimited number of persons employed or usually employed as Builders' Labourers throughout Queensland on or about any building or assisting any bricklayer, mason, plasterer, carpenter, plumber or any tradesperson engaged in building operations, or employed on any making or contracting job in wood, stone, brick, concrete, iron or steel, or combination of these or other materials incidental to building construction, and any labourer engaged in the construction, repair, demolition or removal of buildings, or as scaffolder, rigger, gear hand, gantry hand or crane hand or as dogperson, or as a drainer on all building contracts, any labourer excavating ground for foundations and basements of buildings, or levelling ground on a proposed building site, or doing concrete work, tarpaving or asphalt work, or mortar or concrete mixing in connection with, or incidental to the foregoing operations, together with such other persons whether employees in the industry or not, as have been appointed officers of the Association and admitted as members thereof. Provided that, notwithstanding the foregoing provision of this rule, the union does not have any right to enrol as members under this sub-rule persons employed from time to time on Lot 42 CP905700, Locality BEOR, Parish BEOR, County Elphinstone, Title Reference 50170171 until 5 February 2000.

Without limiting any other rule, sub-rule (O)(ii) does not make any person eligible to be a member of the union who is in a class of employees for whom, at the time of the rule being approved, the Australian Building Construction Employees and Builders' Labourers' Federation (Queensland) Union of Employees was subject to a representation order, a State demarcation order or a demarcation undertaking or agreement (however described) in relation to that class of employees, in favour of another organisation or association.

(P) Additional Eligibility for Admission to Membership in the State of New South Wales

This Rule 2(P) does not apply outside the State of New South Wales.

Without limiting the generality of the foregoing rules and without being limited thereby, the following provisions of this rule provided for additional eligibility for admission to membership of the Union in the State of New South Wales:-

(A) The Union shall consist of an unlimited number of persons, whether male or female

(1) employed in, usually employed in or qualified to be and desirous of being employed in or seeking to be employed in or in connection with the industry or industries, and/or occupations, and/or calling, and/or vocations and/or industrial pursuits of

and/or

(2) who, otherwise than as employees or employers, follow an occupation in or in connection with the industry or industries of:

and/or

(3) who, otherwise than as employees or employers, are engaged in the industrial pursuit or pursuits of:

(i) carpenters or joiners (including foremen and sub-foremen) and bridge carpenters, wharf carpenters and carpenters and joiners (including foremen and sub-foremen) employed on bridges, wharves, jetties, piers or dams, or as carpenter-divers, ships carpenters or joiners (including foremen and sub-foremen) or as tilelayers, including without limiting the meaning of the word tilelayers, persons employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite and the like, not exceeding in measurement .093 square metres when such opalite and the like is fixed with cement composition or as bricklayers, tuckpointers, or in a trade or calling of a slater, roof tiler,

shingler, ridger or cement tiler, fixer of roofing sheets of asbestos, fibro, fibrolite or cement mixtures and accessories, malthoid sisalkraft or bituminous roofing materials and all accessories made of the same materials and without limiting the meaning of the above they shall be deemed to include terra cotta, glazed, semi-glazed roofing tiles, cement tiles, slates, fibro slates, tiles, asbestos, fibro, fibrolite, fibrous mixtures, cement and any mixtures that may replace or be used in conjunction with the foregoing or any materials incidental hereto or in place thereof, stonemasons, letter cutters, carvers, machinists, sawyers, polishers, assistant quarrymen and quarry workers in and about dimension stone quarries other dimension stone quarries other than dimension stonework in other quarries and workers in terrazzo and similar materials or as apprentices or journeymen and other labour engaged in the plate, sheet and ornamental glass trade or trainees to or in any of the foregoing trades together with such other persons whether employees in the industry or not as have been appointed officers of the Union and admitted as members thereof.

(4) Further provided that without limiting the generality of the foregoing, the Union shall also consist of:

(1) workers (other than tradesperson) on any work in or in connection with or incidental to the erection, repair, renovation, maintenance, ornamentation, alteration, removal or demolition of any building.

For the purpose of this sub-rule building shall include a building-type structure for the purpose of housing persons, goods or workshop equipment (other than mechanical or electrical plant) on a civil or mechanical engineering site.

(2) without limiting the generality of the foregoing, persons eligible for membership of the Union shall include any worker:

(i) assisting any bricklayer, mason, plasterer, carpenter, or other tradesperson engaged on the work described in Part (1) of this sub-rule; or

(ii) employed on any making or contracting job in wood, stone, brick, concrete, iron or steel, or combination of these or other materials incidental to any of the work described in Part (1) of this sub-rule, and in particular as

Bricklayers Labourer
Plasterers Labourer
Concrete Finisher
Dump Cart Operator
Scaffolder
Powder Monkey
Foundation Shaftsman
Steel Fixer (including Tack Welder)
Assistant Powder Monkey
Demolition Worker
Gear Hand
Jackhammerman
Mixer Driver (Concrete)
Steel Erector
Aluminium Alloy Worker Structural Erectors
whether prefabricated or otherwise)
Cement Gun Operator

Concrete Cutting and Sawing Machine operator
Concrete Gang worker (including Concrete Floater)
Roof Layer (Malthoid or similar material)
Underpinner
Concrete Formwork Stripper
Builders Labourer
Tackle Hand
Floor Sanding and/or Smoothing Machine Operators
Leading Hand Labourer
Labourer on Refractory work
Labourer excavating ground for foundations or basements of building or levelling ground on a proposed building site or doing concrete work, tar paving or asphalt work or mortar or concrete mixing in connection with or incidental to the construction, repair, demolition or removal of buildings
Rigger performing rigging work that is an integral part of, or is incidental to, a tradesman's work
Assistant Rigger assisting a rigger specified in immediate preceding classifications
Drilling Machine operator, except in the mining or exploration or hydrocarbon industries

Provided that, nothing in this sub-rule (4) shall render eligible to join the Union any person employed:

(3) as a drainer or person employed as a plumber's labourer,

(4) On a building or structure which building or structure is for the purpose of housing mechanical or electrical plant on a civil or mechanical engineering site:

(B) Without limiting the generality of the foregoing, or being limited thereby the union shall also consist of an unlimited number of persons:

who are employed together with such persons who are deemed to be employees by virtue of sub-paragraph (b) of Regulation 91A Industrial Arbitration Regulations under the *Industrial Arbitration Act 1940*, as amended in the process of trade or business as a plasterer, fixer, shophand and caster, or employed in internal and/or external plastering, and/or cementing, including rendering with all forms of plaster, asbestos fibre, finishing all kinds of plaster and plastic acoustic work, waterproofing work in cement, plaster or patent materials by manual or mechanical means, excepting employees engaged in manufacture of cement and/or concrete and/or fibrolite articles including wood, paper and metal lathing and/or top dressing of all concrete work finished in cement and/or fibrous plaster fixing work, including sackett board and similar substances, defined as being fixed and finishing of fibrous work, as done by plasterers or fibrous plaster fixers, or employed in underground sewer or tunnel plastering, granolithic floor laying, ie floors laid with material or aggregate consisting of granite chips, blue stone toppings, crushed slag, cement floors, including magnesite and/or composition floors, terrazzo and similar work including shophands' work, being defined to include the interpretation of plans and details, and to work from them in the preparation of the ground-work for the modeller, and also the cutting and mounting of moulds and casters' work, which shall include cornice and moulding and other plaster castings, and the casting of plain or ornamental plaster sheets, the laying or fixing to floors or walls of tablets of sheeting made of plastic substance or other materials in substitution thereof, excepting metal, terra-cotta or potteryware, and all persons covered by the constitution of The Federated Rubber and Allied Workers' Union of Australia, New South Wales Branch, whether employed in the process, trade or business of plastering of any description or not, together with all persons who have been appointed Officers of the Federation and admitted members thereof, registered for the industries of building operations and of plastering.

All persons employed assisting shophands, casters and/or fixers.

All junior shophands, casters and fixers and all persons apprenticed to any branch of the plastering trade.

(C) (1) Without limiting the generality of the foregoing, or being limited thereby the Union shall also consist of an unlimited number of persons employed in or usually employed in the painting and decorating industry in connection with buildings and structures, plant, machinery and equipment, (commercial, residential, industrial or otherwise), general and ship painting, including the following:

(a) on ships the painting of all accommodation and appurtenances thereto provided for passengers and ships complement, hospitals and pharmacies wherever situated, chart rooms, wheel houses and other navigational offices aboard ships including naval ships of every kind.

(b) the painting of launches and boats of every kind.

(c) the painting of or in connection with all buildings and structures, (commercial, residential, industrial or otherwise), the painting of or in connection with prefabricated buildings and structures, (commercial, residential, industrial or otherwise) and any prefabricated or other parts of prefabricated buildings and structures as aforementioned;

(d) glazing, glass cutting, cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, fitting and fixing glazing bars

(e) paperhanging, applying and/or fixing wall hangings or coverings, decorating, kalsomining, distempering, plastic relief and texture work, graining, marbling, gilding, enamelling, varnishing and lacquering;

(f) signwriting, designing and/or lettering of price tickets and showcards, (excluding workers in retail shops carrying out the lettering of price tickets and showcards for their employers own use, but not for resale.)

(g) pictorial or scenic painting or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto.

(h) employees who mix and/or apply and/or fix paint or like matter or substitutes or compositions or compounds for texture or plastic coatings and finishes or other decorative or protective coatings and/or finishes, or putty, stopping, caulking compositions or compounds, oils, varnishes, water-colours, lacquers, stains, wall papers, wall hangings or coverings, coatings, or other materials used in any of the callings specified in Rule 2(P), Constitution hereof (other than mixing of paint, protective coatings and/or plastic coatings and/or finishes, putty stopping, caulking compositions or compounds, oils, varnishes, water colours, lacquers, stains, and removers, in paint and chemical factories) and/or other materials used in the painting and decorating trade with brush, spray, roller or other tool or remove paint or like matter or substitute or compositions or compounds for texture (other than employees engaged on plasterers' texture work) or plastic coatings and finishes or other decorative coatings and/or finishes, or putty, stopping or caulking compositions or compounds, oils varnishes, water colours, lacquers, stains, wallpapers, wall hangings or coverings, coatings or other materials used in the painting and decorating trade, by heat, flame, water solvent, electrical, mechanical, airpowered or hand tools or by grit, shot or other abrasives or by any other means.

(i) the Union shall also consist of an unlimited number of persons engaged in preparing the work and materials required in any of the aforementioned branches of the trade; together with such other persons whether engaged in any industrial pursuit or not who have been appointed officers of the Union or its branches and/or sub-Branches and admitted as members thereof but shall not include persons employed in connection with production of manufactured goods, or the preparation of any goods, packages or containers for sale or purpose of distribution.

(2) A person who is a member of or who is eligible for membership of The Printing Industry Employees Union of Australia, New South Wales Branch, the Amalgamated Printing Trades Employees Union of Australia New South Wales Branch, or the New South Wales Branch of the Vehicle Builders Employees Federation of Australia, shall not, by reason of anything contained in sub-rule (c) only of this rule, be eligible for membership of the Union.

(D) Without limiting the generality of the foregoing and without being limited thereby:

The union shall consist of all persons who are employed or are usually employed in any position on or in or in connection with (a) Saws and Woodworking machines; (b) Handling and treating timber and articles manufactured therefrom; (c) Sawmills, timber yards, box and case factories, sawmakers shops, joiners workshops, car and waggon shops, coachbuilders shops; (d) preparing woodwork for joiners, carpenters, implement makers, coachbuilders, car and waggon builders; (e) Hewing, splitting and felling timber and such other persons who may from time to time be appointed to any office.

Provided that millwrights, blacksmiths and maintenance engineers employed as such elsewhere than in bush sawmills, and fitters and/or turners shall not be eligible for membership; and

Provided further than any employee covered by an award by the New South Wales Industrial Relations Commission, or its predecessors, existing at the time of the registration of rule 2(D) of the Construction, Forestry, Mining and Energy Union (New South Wales Branch) shall not be eligible for membership under this sub-rule 2(P)(D), in the event of such award being in respect of members of an existing Industrial Union registered under the Industrial Relations Act 1996 (NSW) or its predecessors.

In this rule, the words “wood and/or timber” without in any way limiting the ordinary meaning of the words, shall also be deemed to include any artificial or laminated or manufactured material now in existence or hereafter coming into existence, from whatever material made or manufactured or constructed, which is or can or may be used in the place of wood or timber, and which can be handled and/or treated and/or machined and/or worked in a similar way and by similar methods and with similar machines and/or tools as in the case of wood or timber.

(E) (a) Without limiting the generality of the foregoing and without being limited thereby, the union shall also consist of an unlimited number of persons engaged in, or in connection with the Coal, Shale or Coke Industries in the Western District and in the Metalliferous Mining Industry and any person who is a duly registered unemployed member in compliance with these rules, together with and including other persons temporarily or permanently taken from the Industry and who are employed by the members or representatives of the members appointed by them, who shall be aggregated in Lodges already established or which may be established by the authority of the Western District branch of the Australian Coal and Shale Employees Federation.

(b) Without limiting the generality of the foregoing and without being limited thereby, the union shall also consist of an unlimited number of persons engaged in any capacity in

connection with coal and shale mining; in connection with the coke industry, but excepting persons employed in the iron, steel and metal industries; and excepting also persons who are now members, or in the future may be eligible for membership of the United Collieries Staff Association of New South Wales; but as regards the last mentioned union, so as not to exclude lampmen and grooms.

(c) Without limiting the generality of the foregoing and without being limited thereby, the union shall also be composed of an unlimited number of persons employed in and around the coal mines, shale mines and coke works in the Northern District of New South Wales

(d) provided that nothing in sub-rules 2(P)(E)(a),(b) or (c) shall render eligible to join the Union a person engaged other than:

i. persons performing any work in or in connection with or incidental to the construction of a coal mine where mining operations have not commenced;

ii. construction work or work that is incidental to such construction work on or adjacent to a coal mine, including but not limited to:

A. expansion work;
B. demolition work;
C. maintenance work which does not form part of the day to day operations of the coal mine; and
D. shutdown work.

iii. persons performing construction work, or any work incidental to construction work, on a worksite other than a coal mine. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

iv. persons who are engaged to provide services in the mobile crane hire industry, including the hiring, operation or driving of mobile cranes, mobile elevated work platforms and like equipment.

(F) Without limiting the generality of the foregoing and without being limited thereby the Union shall also consist of:-

(a) An unlimited number of all classes of engine drivers, (including operators of rear side and/or bottom dumpers on construction work), firemen, crane drivers dynamo attendants, mobile crane drivers, forklift drivers, tow motor drivers, excavator drivers, pump attendants, pile drivers, motor drivers or attendants, greasers, cleaners, trimmers and any other workers assisting in and about the work incidental to any engine, boiler or machinery.

Provided that persons engaged in the transport of goods by road, or motor truck drivers wherever employed, shall not be eligible for membership.

Provided further, that persons employed in the steel wire netting and wire rope industries shall not be admitted to membership or retained as members. Provided further, that the union shall not admit to membership or retain as members, any manager, foreman or members of the salaried staff of any employer, excepting salaried staff employed by the Electricity Commission of New South Wales on operational duties as power plant operator, ie one engaged in the operation and control of generating plant (turbine boiler and generator) by instrumentation and assistant

power plant operator, ie one engaged in assisting in the operation and control of generating plant (turbine boiler and generator) by instrumentation.

Nothing in sub-rule 2(P)(F) shall render eligible to join the Union a person engaged in:

(i) in or in connection with the coal and shale industries, other than those persons eligible to be members of the Union pursuant to sub-rule 2(D) and/or sub-rule 2(DA);

(ii) in or in connection with the mining, exploration and energy industries, other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment.

(iii) in or in connection with the generation of electrical power for the dominant purpose of the commercial sale or distribution of electrical power, other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment;

(C) persons employed by another person that is not the operator or principal of the worksite or a person related to the operator or principal of the worksite.

(b) Further, provided that, without limiting the generality of the foregoing the Union shall also consist of the following classes of workers engaged in or in connection with or incidental to the erection, repair, renovation, maintenance, ornamentation, alteration, removal or demolition of any building. For the purposes of this proviso building shall include a building-type structure for the purpose of housing persons, goods or workshop equipment (other than mechanical or electrical plant) on a civil or mechanical engineering site.

Dogman
Hoist or Winch Driver
Gantry Hand or Crane Hand
Crane Chaser
Dogman/Crane Hand
Trainee Dogman/Crane Hand
Pile Driver

Pile Driver Assistant
Rigger performing rigging work that is an integral part of, or is incidental to, cranage operations
Assistant Rigger, assisting a rigger specified in the immediately preceding classification
Drilling Machine Operator

Provided that, nothing in this sub-rule shall render eligible to join the Union any person employed:

(i) on a building or structure which building or structure is for the purpose of housing mechanical or electrical plant on a civil or mechanical engineering site.

(ii) in the mining or exploration or hydrocarbons industries.

Further provided that the union shall also consist of Elected officers and position holders of the union whether or not employed in an industry in respect of which the union is registered, and

Any person who whilst a financial member of the union is elected as a representative of a working class organisation to which the union is affiliated, or as a working class Member of Parliament and who have been admitted as members of the union.

(G) Without limiting the generality of any other sub-rule or paragraph or being limited thereby, the union also shall consist of an unlimited number of persons, whether male or female:

a) employed in, or deemed to be employed in, usually employed in or qualified to be in desirous of being employed in or seeking to be employed in or in connection with the industry or industries, and/or occupations, and/or callings, and/or vocations, and/or industrial pursuits of; and/or

b) who are employed in an occupation, in or in connection with the furnishing industry (as hereinafter defined) whether on salary or wages or piece-work rates, or as members of a butty-gang; and/or

c) who, pursuant to the Industrial Arbitration Act 1940, or any Act, amending, repealing or replacing the said Act, are deemed to be employees for the purpose of the cited Act, and are engaged in the industrial pursuit or pursuits of the following industries, occupations, callings, and vocations; viz:

* cabinetmaking including cabinetmakers employed in retail shops;

* cabinetmakers and joiners manufacturing kitchen cabinets;

* patternmaking;

* chair, couch and/or seating accommodation manufacture in any material whatsoever;

* chair, couch and/or seating accommodation assembling, fitting up and repairing in any material whatsoever;

* journeymen, tradesmen and persons wholly or partially engaged in the installation of chair, couch and/or seating accommodation;

* wood carvers;

* wood finishers, lacquerers, sprayers, varnishers and journeymen tradesmen and persons engaged in applying any other form of coating including, but without limiting the generality of the foregoing, powder coating and coatings applied by mechanical, electrostatic or other means;

* wood turners, other than those engaged in saw mills, timber yards and the coachbuilding industry;

* wood machinists other than those engaged in the saw mill departments of furniture factories;

* wood polishers and french polishers including wood polishers and french polishers employed in retail shops and/or by contract polishers;

* journeymen, tradesmen and persons wholly or partially engaged in the manufacture, assembly, fitting up and/or installation of new furniture or furnishings such new furniture or furnishings being manufactured of any material whatsoever;

* journeymen, tradesmen and persons wholly or partially engaged in the repair, renovation, refurbishment and/or restoration of damaged, used or second-hand furniture or furnishings such furniture or furnishings being constructed of any material whatsoever;

* journeymen, tradesmen and persons wholly or partially engaged in the manufacture, installation, repair, renovation, refurbishment and/or restoration of wooden mantelpieces and/or overmantels;

* billiards, table tennis, snooker and pool table makers, repairers, restorers, fitters and installers;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in, or in connection, with the design, manufacture, alteration, repair and installation of amusement machines, poker machines, card machines, juke boxes and suchlike, roulette wheels, baccarat tables, blackjack card shoe boxes and any other form of amusement, recreational and or gaming machine, furniture or furnishings now in existence, or hereafter coming into existence, which pursuant to the principles of ejusdem generis would be classified as furniture, furnishings, decoration or ornamental background work;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or procedure incidental to, or in, or in connection with the manufacture or repair of spring units, couches, divans, lounges, sofas or similar articles whether constructed or weaved wire or of spiral springs attached to wire and/or metal framework excepting persons engaged in the metallic bedstead-making industry;

* journeymen, tradesmen and persons wholly or partially engaged in the manufacture of bedding, baldachins, bed valances and bedding materials such bedding and bedding materials being manufactured of any material or combination of materials whatsoever;

* journeymen, tradesmen and persons wholly or partially engaged in the manufacture, case cutting, sewing and/or repair of all forms and types of mattresses (inclusive of spring filled, wire, machine made and/or filled mattresses and water filled mattresses);

* persons wholly or partially engaged in any operation or process, including feather processing, incidental to or in, or in connection with mattress case and bed covering filling said mattress and bed coverings including but, not limiting the generality of the foregoing, quilts, doonas, sleeping bags and bedspreads;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process in or in connection with or incidental to the design, manufacture, alteration, repair and installation of display materials and devices, exhibition stands and show cases including but, not limiting the generality of the foregoing, point of sale materials, merchandising devices, panelling and show room stock fixtures;

* journeymen, tradesmen and persons wholly or partially engaged in cutting, jigsaw cutting, fitting up and/or assembling, laying of carpet, carpet tiles, seagrass, linoleum, hessian, imitation grass, or any other form of floor covering in any material whatsoever, laminating and/or painting, covering, staining, spraying, polishing, rolling, moulding, vacuum forming, wire bending, machining and die cutting performed incidental to, or in or in connection with display work and exhibition work;

* journeymen, tradesmen and persons wholly or partially engaged in the design, manufacture, alteration, repair and installation of any composition of wood, metal or other construction, in any material whatsoever, and in

  any other process performed incidental to or, in or in connection with display work, exhibition work and ornamental background work;

* persons wholly or partially engaged in teasing upholstery or bedding material;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to or in or in connection with the following industries and callings;

  * the manufacture, finishing, repair, alteration and restoration of frames of manilla type furniture;

  * the manufacture, weaving, finishing, repair, alteration and restoration of perambulators or pithcane bassinets; and

* mottling, lacing, preparing material, lapping and fixing pre-woven sheets of reedtex, hytex or like material or machine woven pithcane to frames;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to or in connection with the manufacture of basketware said basketware being manufactured of any material whatsoever;

* wicker workers and makers of articles of whatsoever description made of bamboo, cane, pithcane, willow, rush grasses, seagrass, reedtex, hytex or any similar or like material or any material introduced in substitution for the aforesaid materials;

* upholsterers including upholsterers employed in retail shops;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with carpet planning, measuring, cutting, laying, repairing, fixing, sewing and/or machining including all preparatory work performed incidental to, or in connection with

the foregoing and also including, but without limiting the generality of the aforesaid the installation of protection, floor patching and/or levelling, removal and replacement of furniture, drilling, plugging and adhering, taking up and or disposal of carpet, underlay, smoothedge and such like, naplocking and the installation of smoothedge;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with tilelaying - excepting journeymen, tradesmen and persons wholly or partly engaged in any operation or process in or in connection with the laying or fixing of encaustic, ceramic and vitreous tiles, faience, mosaic and opalite not exceeding in measurement .093 square metres where the said tiles, faience, mosaic and opalite is fixed with cement composition but including journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with the laying of vinyl tiles and sheeting, rubber tiles or sheeting, cork tiles or sheeting, parquetry, floor sanding, synthetic grass laying, linoleum and any other form of floor covering material introduced in substitution for, or in addition to, the aforesaid floor covering materials;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to or in, or in or in connection with the laying or installation of any form of floor covering material not elsewhere specified in this Rule.

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in or in connection with the manufacture or repair of soft furnishings, loose coverings, stuffed quilts, pillows, bolsters, cushions, blinds (other than venetian blinds), vertical drapes, curtains, tapestry and furnishing drapery, said operations or processes, including but without limiting the generality thereof, planning, designing, cutting, measuring, fixing, sewing, measuring-up on site and installation on site;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with the manufacturing or repair of window blinds including venetian blinds, wood weave blinds, blinds manufactured from holland or ticking, wire blinds, gauze blinds, gauze screens or blinds and screens manufactured from other textile material or other material introduced in substitution for, or in addition to, the aforesaid materials, said operations or processes including, but without limiting the generality thereof, planning, designing, cutting, measuring, assembling, painting fixing and installation on site;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with the manufacture or repair of cornice boxes, cornice rods and rails, pelmets and pelmet boxes, facias and the like used in or in connection with all forms of window blinds heretofore described, said operations or processes including, but without limiting the generality thereof, planning, designing, measuring, measuring on site, cutting, assembling including assembling on site, painting, fixing and installation on site;

* cabinetmakers engaged in piano and organ manufacture or repair;

* polishers and french polishers engaged in piano and organ manufacture or repair;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with the manufacture or repair of pianos, pianofortes, organs and general musical instruments and wood winds, said operations or processes including, but without limiting the generality thereof, planning, designing, assembling including assembly on site, iron frame fitting, key making, sound board making, action fitting, stringing, bass stringing making, chipping up, bass string fitting, tuning and regulation including tuning and regulation on site;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with, the manufacture and repair of mount and ticket boards, picture frames, photograph frames and lobby frame stands and any other manufacture of wood, metal or other construction in any material whatsoever of a like nature to the aforesaid manufactures, said operations and processes including, but without limiting the generality thereof, cutting, jigsaw cutting, fitting up, mount cutting, cardboard frame cutting, covering, shooting, coating, squeezing, applying and/or making compo, joining or finishing the said manufactures by bronzing, gilding burnishing, staining, spraying, polishing or waxing or covering the said manufactures with silk, or tapestry or other material or textiles;

* journeymen, tradesmen and persons wholly or partially engaged in any operation or process incidental to, or in or in connection with the manufacture, in any material whatsoever, or repair, of clock cases, printer cases, ice chests, camp furniture, wireless, radio, stereo-phonic and quadrophinic equipment, television equipment, video recorders, video monitors and the like, sound reproduction equipment, refrigerators, incubators, talking machines, sewing machines, lampshades and all forms of church, office, shop, commercial, domestic and residential furniture, furnishings and ornaments not specified elsewhere in the Rule 2(P);

* journeymen, tradesmen and persons who cannot now conveniently belong to an existing registered industrial union who are performing work incidental to, or in or in connection with the industry or industries, and/or occupations, and/or callings and/or vocations and/or industrial pursuits previously specified in this Rule in factories, retail shops or other establishments manufacturing furniture, pianos, organs, table tennis, billiards, snooker and pool tables, mantelpieces, overmantels, beds, bedding, quilts, mattresses, venetian and other window blinds, picture frames and any other form of furniture, furnishings, ornaments or ornamentation not elsewhere specified in this Rule;

* apprentices in any of the tradesmen callings previously specified in this Rule;

* juniors engaged in any of the industries, callings, vocations and industrial pursuits previously specified in this Rule;

* all persons appointed as foremen, sub-foremen and leading hands in any establishment in any of the industries, occupations, callings, vocations and industrial pursuits previously specified in this Rule;

* all persons, whether engaged in or in connection with the industry or industries, and/or occupations and/or callings and/or vocations and/or industrial pursuits previously specified in this Rule or not, who have been appointed as Officers of the Society.

d) Persons who are eligible for membership of the Public Service Association of New South Wales shall not, by reason of anything contained in sub-rule (G) only of this rule, be eligible for membership of the Union.

i) In this Rule the words "wood, timber, metal and plastic" without in any artificial or laminated or manufactured material now in existence or hereafter coming into existence from whatever material made or manufactured or constructed, which is or can or may be used in the place of wood, timber, metal or plastic, and which can be handled and/or treated and/or machined and/or worked in a similar way and by similar methods and with similar machines and/or tools as in the case of wood, timber, metal or plastic.

ii) In this Rule the word "furniture", in addition to its etymological, dictionary, statutory and judicial meanings shall mean and include all manner, forms and types of accoutrements, chattels, goods, items and articles now in existence, or hereafter coming into existence, which are used in the interior or exterior decoration, adornment, fitting-out, beautification, making habitable and ornamentation of any form of church, office, shop, commercial, domestic, residential or recreational premises or location and, without limiting the generality of the foregoing, shall include all manufactures and items commonly described as outdoor and/or garden furniture; and the word "furnishings" shall have a like meaning.

Further the fact that a given item, article or furniture manufacturing must, as a result of its particular construction, be wrought into or attached to any building, structure or other fixture, shall not be construed so as to eliminate the said item, article or furniture manufacture from the foregoing definition;

iii) In this Rule the word "ornament", in addition to its etymological, dictionary, statutory and judicial meanings shall mean and include all manner, forms and types of accoutrements, chattels, goods, items and articles now in existence, or hereafter coming into existence, which are used to decorate, adorn or beautify any form of church, office, shop, commercial domestic or residential premises and, without limiting the generality of the foregoing, shall include all forms of manufacture in ceramic, glass, porcelain, acrylic, metal or any other material whatsoever, such as figurines, flower vases, pottery, statues, statuettes, wall ornaments and any other form of ornament or ornamentation which pursuant to the principles of ejusden generis, would be classified as an ornament or ornamentation.

iv) In this Rule the word "employee" shall have the meaning ascribed to it within the meaning of section for the *Industrial Arbitration Act 1940*, which section, inter-alia, defines employees in terms which include deemed employees; said definition being cited as follows:

"Employee" means persons employed in any industry, whether on salary or wages or piece-work rates or as members of a butty-gang, and includes any person who is, pursuant to any provisions of this Act, deemed to be an employee for the purpose of this Act, but shall not include a member of a family in the employment of a parent, and the fact that a person is working under a contract for labour only, or substantially for labour only, or as lessee of any tools or other implements of production or an outworker, or is working as a salesman, canvasser, collector, commercial traveller, insurance agent or in any other capacity in which he is paid wholly or partly by commission, shall not in itself prevent such person being held to be an employee.

(H) Provided that nothing in this Rule 2(P) shall make any person eligible to be a member of the Union who is of a class of employees for whom, as of the date of this Rule being approved,

was subject to a representation order, a State demarcation order, a demarcation order, a demarcation undertaking or agreement (however described) in relation to that class of employees, in favour of another organisation or association.

(Q) Additional Eligibility for Admission to Membership in the State of Western Australia

The provisions of this rule 2(Q) enabling workers, categories and classes of workers to be eligible for membership of the Union have no application whatsoever beyond the State of Western Australia. This proviso applies regardless of any term or provision of this rule 2(Q).

The provisions of this rule 2(Q) do not extend and are not intended to operate as extending the eligibility rules of the Union beyond those that of The Construction, Forestry, Mining and Energy Union of Workers. This proviso applies regardless of any term or other provision of this rule 2(Q).

Without limiting any other rule, this rule does not make any person eligible to be a member of the Union who is in a class of employees for whom, at the time when this rule was approved by the General Manager, was subject to a representation order, a State demarcation order or a demarcation undertaking or agreement (however described) in relation to a class of employees of which that person is a member, in favour of another organisation or association.

Further, without limiting the generality of the foregoing rules and without being limited thereby, the following provisions of this rule provide for additional eligibility for admission to membership of the Union in the State of Western Australia:-

(1) The Union shall in the State of Western Australia consist of an unlimited number of persons who are:

(a) over the age of 16 years and who are employed or usually employed as builders' labourers on or about any building or assisting any bricklayer, mason, plasterer, carpenter, plumber or any trades person engaged in building operations or employed on any making or contracting job in wood, stone, brick, concrete, iron or steel or combination of those or other materials incidental to building construction, and any labourer engaged in the construction, repair, demolition or removal of buildings or as scaffolder, rigger, gear hand, gantry hand or crane hand, or as dogman, or as drainer on all building contracts, and any labourer excavating ground for foundations and basements of buildings, or levelling ground on a proposed building site, or doing concrete work, tar paving or asphalt work, or mortar or concrete mixing in connection with or incidental to the foregoing operations;

(b) provided that no person employed in any of the vocations or callings mentioned in subrule (1)(a) of this Rule shall be eligible for membership if he or she is eligible to be a member of the Australasian Society of Engineers, Industrial Union of Workers, Western Australian Branch, the Electrical Trades Union of Workers of Australia Western Australian Branch Perth, the Amalgamated Engineering Union Workers, Perth Branch, or the Amalgamated Engineering Union of Workers, Kalgoorlie Branch.

(2) In addition to the foregoing, the Union in the State of Western Australia shall consist of an unlimited number of persons who are employed, or who are usually employed in the painting and decorating industry applying paint or its substitutes, or any preparation, by any means, the purpose of which is of a decorative or protective character for residential, commercial or industrial purposes (excluding the application of bitumen or like substance to roads and like surfaces), which industry shall be deemed to include the painting of buildings and structures (residential, commercial and industrial), aircraft, machinery, ships and small vessels of every description (including prefabricated work on any of the aforementioned, wholly or in part) and general painting, together with plastic relief workers, paper hangers, wall coverers, decorators, grainers, marblers, varnishers, enamellers, gilders, lacquerers, spray workers, sign, profile, scenic, mural and pictorial artists, or persons engaged in the removing of paints and/or their

substitutes and the preparation of all work and materials used in the painting trade and branches thereof, including paint mixers together with glaziers, vitrolite cutters and fixers, ticket writers, cycle enamellers, liners, writers, and sprayers, and shall include foremen and sub-foremen in the industry.

(3) And in addition to the foregoing the Union in the State of Western Australia shall consist of an unlimited number of persons who are employed, or who are usually employed as:

(a) Plasterers - the work of a plasterer shall mean and be deemed to be, all internal and external plastering, and cementing, including rendering with all forms of plaster, asbestos fibre, finishing all kinds of plaster and plastic acoustic work, water proofing work in cement, plaster or patent materials, by manual or mechanical means, including wood lathing and metal lathing, or any similar substitute that may be used as a ground for plaster work, such as sackett board; the affixing of plain and ornamental tiles on walls and floors, the fixing of fibrous plaster or any other kind of plaster required to be finished off with plastered joints; the top dressing of all concrete work finished in cement also cement floors, walls and ceilings, rough cast; and fixing plaster, cement, or patent plaster ornaments; and in the use of materials appertaining to the trade or calling of plasterers;

(b) Wall and Floor Tilers;

(c) Wall and Ceiling Fixers;

(d) Fibrous Plaster Workers - Persons engaged in:

(i) Architectural modelling;

(ii) The manufacture of architectural ornaments of plaster and fibrous plaster;

(iii) The manufacture of fibrous plaster goods;

(iv) The fixing of manufactured plaster goods and fibrous plaster columns and acoustic tiles and the fixing of fibrous plaster on the walls and/or ceilings of buildings;

(v) The preparation of designs and ground work and the making of models and/or moulds whether of gelatine, plaster, wax, rubber or cement, subject to the making of such models and/or moulds being incidental to the fibrous plaster industry;

(vi) Any phase or phases of item (i) to (v) inclusive;

(e) Manufactured Cement Goods Workers - Persons engaged in-

(i) Architectural modelling;

(ii) the manufacture of architectural ornaments of cement;

(iii) except as provided for in subrule (8) of this Rule, the manufacture of portable articles of reinforced cement or concrete, cement pressed work, baths, washtubs, troughs, sinks, pillars, ornaments and other miscellaneous goods, including floor beams, partition blocks, lintels, cornices and balusters, subject to and without limiting the generality of subrule (1) and (2) of this Rule, excluding the manufacture of cement bricks, pipes and/or building blocks, except where such work is performed in the establishment of manufacturers of fibrous plaster, plaster and/or cement goods, and excluding workers employed

by the Fremantle Harbour Trust and the Minister controlling Harbours and Rivers.

(iv) the manufacture of cast stone and terrazzo where such work is performed in the establishments of manufacturers of fibrous plaster, plaster/or cement goods.

(v) any phase or phases of items (i) to (iv) inclusive;

(vi) plaster mill workers - persons engaged in the manufacture of plaster of paris.

(4) The Union shall also consist of an unlimited number of persons employed, or usually employed in the State of Western Australia as carpenters and/or joiners (including ships' carpenters and joiners, carpenters employed on jetties, and wharves, dams and bridges) and joinery assemblers and roof tile fixers and bricklayers, stoneworkers, stonemasons, marble masons, stone, marble or slate polishers, stone marble or slate machinists and stone, marble or slate sawyers and labourers in the industry of monumental masonry and foreman, subforemen, or apprentices to or in any of the foregoing trades provided that no foreman tradesman or subforeman tradesman (except acting foremen tradesmen or acting sub-foremen tradesmen) who is eligible for membership of The Foremen (Government) Industrial Union of Workers, WA as at the 11th Day of December 1986 shall be eligible for membership of the Union.

(5) The Union shall also admit to membership any person who is employed, or usually employed in the State of Western Australia including all islands bounding the whole coastline of the State in any of the following capacities:

Engine drivers, steam boiler and gas producer firemen, trimmers or fuelmen or tour guides in power houses, engine cleaners, greasers, boiler cleaners, crane drivers, dynamo attendants in power houses, stationary motor drivers, electric power sub-station attendants, power house switchboard attendants. Provided that, in respect of the vocations referred to in this subrule 4.6, employees of the Western Australian Government Railways Commission and persons eligible for membership of the Coal Miners Industrial Union of Workers of Western Australia employed in the coal mining industry within the State of Western Australia shall not be eligible for membership of the Union.

Nothing in this sub-rule 2(Q)(5) shall render eligible to join the Union a person engaged in:

(i) in or in connection with the coal and shale industries, other than those persons eligible to be members of the Union pursuant to sub-rule 2(D) and/or sub-rule 2(DA);

(ii) in or in connection with the mining, exploration and energy industries, other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment;

(C) persons engaged or employed to operate or drive mobile cranes, mobile elevated work platforms and like equipment who are based at or perform work at the following locations in Western Australia:

i. Cape Preston;

ii. 7 Mile;

iii. Cape Lambert; and

iv. Karratha Gas Plant

(iii) in or in connection with the generation of electrical power for the dominant purpose of the commercial sale or distribution of electrical power, other than;

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment; and

(C) persons employed by another person that is not the operator or principal of the worksite or a person related to the operator or principal of the worksite.

(iv) in or in connection with the operation of a locomotive in the State of Western Australia.

(6) The Union may admit to membership all other persons in the State of Western Australia whether employees in the foregoing callings or vocations or not as have been appointed or elected officers of the Union, provided that no person shall be a member who is not an employee within the meaning of the Industrial Relations Act (WA) 1979 as amended.

(7) The Union may admit to membership employees who are engaged in the State of Western Australia the manufacture of:

(a) bricks and who are employed by:

(i) Boral Bricks Western Australia Pty Ltd trading as Midland Brick;

(ii) BGC (Australia) Pty Ltd trading as Brikmakers;

(iii) Austral Bricks (WA) Pty Ltd trading as Austral Bricks; and

(iv) Geraldton Brickworks Pty Ltd trading as Geraldton Brick Co;

(b) cement roof tiles and who are employed by:

(i) Austral Bricks (WA) Pty Ltd trading as Bristile Roofing; and

(ii) Monier Prime Pty Ltd trading as Monier Prime Roofing.

(8) This rule 2(Q) does not allow the union to cover in the State of Western Australia or elsewhere any person who, as of the date of this rule 2(Q) being approved, is of a class of employees in respect to which the Construction, Forestry, Mining and Energy Union of Workers was subject to a representation order, a State demarcation order, a demarcation order,

or a demarcation undertaking or agreement (however described) in regards to that class of employees in favour of another organisation or association.

(R) Without limiting the generality of Sub Rules (A) to (Q) and (S) herein or being limited thereby:

The Union shall consist of:

(a) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the following industries, mills, factories, places of work, products or processes in Australia:-

textile, woollen (other than wool scouring), worsted, wool tops, spinning, weaving, dyeing, finishing, waste-breaking, flock, wadding, felt and feltex, flax, cotton, carpets, silk and artificial silk, rayon and/or any vegetable or synthetic fibre or non woven substance, technical textile, textile backing, textile coating, textile services, hosiery, half-hose, knitting, textile printing, textile furnishings, tapestry, braids and tassels;

(b) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the designing, preparing, patternmaking, manufacturing, making including the treatment or conversion of any vegetable or synthetic fibre or non-woven substance, processing, repairing, altering, trimming, blocking, pressing, finishing or selling from factory outlets of:

(i) infants' nappies;

(ii) table and sanitary napkins;

(iii) facial and toilet tissue;

(iv) tampons;

(v) mats, towels and absorbent cloths, pads and wipers;

(vi) substitutes for the products of any of the industries, mills, factories, places of work, products or processes listed in paragraph (a) above;

(c) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the Felt Hatting Industry, and the designing, preparing, patternmaking, manufacturing, making, processing, repairing, altering, trimming, blocking, pressing, finishing and/or selling from factory outlets the whole or any part of all articles of headwear and/or millinery including but not limited to hats, caps, berets, hoods and helmets.

(d) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the designing, preparing, patternmaking, manufacturing, making, processing, repairing, altering, trimming, blocking, pressing, finishing and/or selling from factory outlets the whole or any part of footwear of every description including but not limited to boots, shoes, slippers and wood lasts.

(e) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with designing, preparing, patternmaking, manufacturing, making, processing, repairing, altering, trimming, blocking, pressing, finishing and/or selling from factory outlets the whole or any part of:

(i) any male or female garment;

(ii) any article of wearing apparel whatsoever, made from material of any description;

(iii) any article of neckwear;

(iv) handkerchiefs;

(v) any fashion accessory whatsoever.

(f) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with designing, preparing, patternmaking, manufacturing, making, processing, repairing, altering, trimming, blocking, pressing, finishing and/or selling from factory outlets of the whole or any part of any description of textile furnishings including but not limited to any description of serviettes, pillowslips, pillowshams, sheets, blankets, bedspreads, tablecloths, towels, quilts, aprons, mosquito nets, bed valances, cot covers, blinds, carpets, cushions, curtains or bed curtains and automotive textile furnishings including but not limited to motor vehicle and other seat covers, mats and dash covers.

(g) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the laundry industry, or the dyeing and/or cleaning and/or repairing and/or pressing and/or ironing any garment or any article of any description whatsoever.

(h) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with designing, preparing, patternmaking, manufacturing, making, processing repairing, altering, trimming, blocking, pressing, finishing and/or selling from factory outlets of the whole or any part of any description of umbrella;

(i) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the embroidering and/or ornamenting of:

(i) any of the articles referred to in any other part of this rule;

(ii) artificial flowers.

(j) Without limiting the generality of any other part of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the industry of a furrier.

(k) Without limiting the generality of any other subrule of this rule, all persons wholly or partly engaged or usually engaged in or in connection with the making of chenille and the designing, preparing, patternmaking, manufacturing, making, processing, repairing, altering, trimming, blocking, pressing, finishing and/or selling from factory outlets of articles of all descriptions made of chenille;

(l) Without limiting the generality of any other part of this rule, all persons other than electrical workers, and fitters (including persons performing the job of fitters where these persons are described as mechanical and fabrication tradespersons, and including howsoever ‘fitters’ are termed in the future), wholly or partly engaged or usually engaged in or in connection with:

(i) the maintenance or repair of machinery used at any premises referred to in any other part of this rule, or at any premises where any of the processes or activities referred to in any other part of this rule occurs, or in relation to a product referred to in any other part of this rule, including but not limited to mechanics engaged in the maintenance or repair of machinery used in the production of boots, shoes and slippers.

(ii) cleaning at any premises referred to in any other part of this rule, or at any premises where any of the processes or activities referred to in any other part of this rule occurs, or in relation to a product referred to in any other part of this rule.

(iii) receiving, dispatching, packing, unpacking, storing and/or otherwise handling goods at any premises referred to in any other part of this rule, or at any premises where any of the processes or activities referred to in any other part of this rule occurs.

(m) such other persons as have been elected or appointed officers or organisers or employees (other than clerical employees) of the Union or a Branch and who have been continuously employed in any one or more of the industries of the Union for at least three years.

(n) Such other persons who are independent contractors who, if they were employees performing the work of the kind that they usually perform as independent contractors, would be eligible for membership of the union.

(S) Without limiting the generality of Sub-Rules (A) to (R) herein or being limited thereby:

1. PART S

(a) The Union shall be composed of any number of:

(i) bosuns, bosuns' mates, quartermasters, storekeepers, able seamen, chief integrated ratings, bosun integrated ratings, integrated ratings, provisional integrated ratings, trainee integrated ratings, general purpose ratings, sailors, deckhands, ordinary seamen, deck boys, pumpmen, donkeymen, water tenders, engineroom attendants, oilers, greasers, motormen, boiler attendants, firemen, wipers, trimmers, crew attendants, catering attendants and trainee catering attendants, employees engaged on working on dredges, lighters, hulks, barges, punts, employees working on river and harbour vessels, including ferries, employees working on tugboats and tenders, employees working in the pilot services; and

(ii) Marine Cooks, Bakers and Butchers, trainee cooks and other employees employed, or competent to be employed in the galley of Australasian vessels; and

(iii) seafaring stewards, pantrymen and stewardesses, catering attendants and trainee catering attendants; and

(iv) persons temporarily, permanently or usually employed within the Commonwealth of Australia, or in any place in which the Industrial Relations Act, 1988 applies on a full time or part time basis in the Industry defined in Rule 2(b) of the Rules;

(v) all employees who are employed in or in connection with the recreational diving industry throughout the Commonwealth of Australia, including those employees who are in command and control of small vessels which are operated in or in connection with a port or adjacent to an offshore facility and who are required to possess and use a Coxswain's Certificate or equivalent in such operation; other than those employees who are:-

(1) in command, control or who supervise or operate vessels including employees described as masters, mates, deck officers and skippers;

(2) marine engineers, however described;

(3) employed in the State of Queensland in or in connection with the sale or supply of recreational diving equipment or facilities the provision of recreational diving services or related underwater services by an employer whose sole or predominant business activity consists of the operation of one or more tourist resorts or hospitality facilities of a similar nature, and where such sale, supply or services are provided in association with the operation of that tourist facility;

(4) solely or predominantly engaged in the sale, reception or delivery of merchandise in a retail outlet operating separately and distinct from the provision of recreational diving services;

(5) solely or predominantly engaged in clerical duties in a retail outlet operating separately and distinct from the provision of recreational diving services;

together with officers of the Union.

For the purposes of (v) herein an employee shall be regarded as employed in or in connection with the recreational diving industry only if the employee is employed by an employer whose sole or predominant business activity consists of either the sale or supply fo recreational diving equipment or facilities, the provision of recreational diving services or related underwater services.

(b) Without limiting in any way whatsoever the operation of the provisions of Sub-Rule (a) of this Part S, in the State of Western Australia, the Union shall, in the State of Western Australia, consist of an unlimited number of members in addition to those referred to in Sub-Rule (a) of this Part S who follow in that State the occupation of:-

(i) Painting (excepting those provided for in Part 1 of Reference No. 32 of 1945 Demarcation Board Decision if the word "enamelling" in sub-paragraph (ii) and the words "done in enamel" in sub-paragraph (ix) of paragraph 5 of part 1 of that Decision were deleted therefrom), chipping, sandblasting, shotblasting (subject to the abovementioned Decision), scraping, scrubbing, cleaning, limewashing, cementing and cement washing, on any vessel or sectional part thereof, or on any vessel during construction; boiler scalers, shipwrights' assistant, carpenters' assistant, and joiners' assistant in the shipping trade; workers employed cleaning ships' holds and dunnaging, excepting such cleaning and dunnaging as is normally performed by waterside workers or shipwrights; riggers, wire splicers, sailmakers, sailor gangs or general labourers (other than those engaged in structural maintenance) working about docks, dockyards, slips, vessels (including any sectional part of a vessel or on any vessel during construction) and shipyards; painters of ironwork, machinery, sheds, sheerlegs, cranes and smokestacks in established dockyards and shipyards in which members of the Union have from time to time been employed for work on ships; workers engaged in the making, repairing and/or maintaining of rope, wire, chain or canvas gear used in connection with cargo handling, insulation and lagging workers; workers engaged in the mooring and unmooring of vessels; deckhands of floating cranes and such like vessels.

Provided that a worker who, pursuant to the foregoing provisions of this Sub-Rule (b), is eligible for membership of the Union shall remain eligible for such membership when in the course of employment in any of the occupations referred to in the said provisions and included in the Constitution of the Union, such worker is required to paint ironwork, machinery, sheds, sheerlegs, cranes and smokestacks in established dockyards and shipyards.

(ii) Mates and engineers of whaling vessels, lamp trimmers, boatswains, boatswains' mates, sailors, quartermasters, donkeymen, storekeepers, greasers, oilers, firemen, trimmers, watertenders, wipers, deckhands, ordinary seamen, deck boys, deckhands and sailors' attendants, stokehold staff attendants, laddermen, pipe-winchmen, winchmen, hoppermen, and boatmen engaged working on ships and vessels including dredges, lighters, hulks, barges, ferries, tugboats, tenders and pilot vessels;

(iii) Boatbuilder or shipwright in the maintenance, manufacture, construction or repair of iron, steel, wooden, fibre glass, plastic or concrete ships and vessels of any description and (without limiting the generality of the term) of boats, punts, pontoons, floating stages, targets, preventors, torpedo netting booms, rafts, dock gates, caisson and coffer

dam gates, aircraft or seaplanes (where work on such aircraft or seaplanes is done in an establishment, the principal business of which is work of the other class hereinbefore mentioned) or on any other floating structure;

(iv) Cargo, jetty, ship, or wharf (including wharf entrance gates) watchmen;

(v) The secretary for the time being of the Seamen's Union of Australia, West Australian Branch and persons whether included or not included in the occupations referred to in paragraphs (i) (ii) and (iii) hereof as have been appointed officers of the organisation, and admitted as members thereof.

Provided that a person (other than a crewman of a self-propelled dredge, hopper barge or tender) who is employed under an agreement (whether registered or not) to which the Australian Workers' Union, West Australian Branch, Industrial Union of Workers was a party and in force on the eighth day of December, 1967 or under an Award to which that Union is a party at any time shall not be eligible to be a member of this Union.

Provided further that a person who is eligible for membership of the Australasian Society of Engineers Industrial Union of Workers, Western Australian Branch shall not be eligible to be a member of this Union.

Provided further that no person employed in connection with river improvements or employed or serving in any naval, military or police force in Western Australia or is under fourteen years of age shall be eligible to become a member of this Union. Provided further that no person shall be eligible to become a member except in the capacity of an honorary member who or whose personal representative is entitled to some financial benefit or financial assistance under the rules of the Union while not being a worker within the meaning of the Industrial Arbitration Act, 1912.

(c) Without limiting in any way whatsoever the operation of the provisions of Sub-Rule (a) of this Part S in the State of New South Wales, the Union shall, in the State of New South Wales, consist of an unlimited number of members in addition to those referred in Sub-Rule (a) of this Part S and shall be composed of:

(i) Any number of sailors, lamp-trimmers, boatswains, boatswain's mates, quarter masters, donkeymen, storekeepers, greasers, oilers, firemen, trimmers, watertenders, wipers, deckhands, ordinary seamen, deckboys, employees engaged working on dredges, lighters, hulks, barges, punts, employees working on river and harbour vessels, including ferries, deckhands and sailors' attendants and stokehold staff attendants, employees working on tugboats and tenders, and employees working in the pilot services;

(ii) persons employed in the Dredge Service of the Department of Public Works of New South Wales and the Maritime Services Board of New South Wales, including Signal Masters, Assistant Signal Masters, Signalmen, Tide Signalmen, Light Keepers, Motor Drivers, Coxswains, Firemen, Greasers, Seamen, Watchmen, Diesel Engine Drivers, Cooks and Stewards, Wharfingers, Officers in Charge of Out Stations (not Pilots) Patrolmen and Communication Attendants and others employed in lighters, and Rockchoppers in the service of the Maritime Services Board of New South Wales;

(iii) any person or persons who may be elected an Officer of the Union;

(d) Without limiting in any way whatsoever the operation of the provisions of Sub-Rule (a) of this Part S in the State of New South Wales, the Union shall, in the State of New South Wales, consist of an unlimited number of members in addition to those referred in Sub-Rule (a) of this Part S and shall be composed of:

(i) an unlimited number of employees in the manipulation and navigation of motor boats in the State of New South Wales;

(ii) all persons engaged in the mooring and unmooring of interstate, intrastate and overseas vessels;

with the exception of

(a) colliers,
(b) members of ships' crews,
(c) any vessel berthing at Cockatoo Dock, Woolwich Dock, and Garden Island;

(iii) competent deckhands, engine room attendants, fishermen, shipkeepers, wharfhands, passage hands, turnstile hands, change hands, collectors, steersmen, motor hands and all persons employed on or usually employed in connection with ferry boats, tug boats, lighters, punts, hoppers, barges, launches, motor boats, trawlers and harbour and river craft.

Provided that nothing in this Sub-Rule (d) shall apply to persons employed in or in connection with private or pleasure craft as watchmen, caretakers or cleaners or employees of the Maritime Services Board of the Department of Public Works Dredge Service.

2. PART W

Without limiting the generality of Part S, or being limited thereby, the Union shall also consist of:

(a) Any person who intends to follow the occupation of a waterside worker, including without limiting the foregoing any employee referred to in Sub-Rule (b) of this Part W.

(b) (i) For the purpose of this Sub-Rules (b) (c) and (d) the following definitions shall apply:

(1) "Administrative clerk" means any clerk employed in budgeting, costing, accounting and allied functions, preparation of payrolls, clerical work associated with purchasing, banking of monies, typing or secretarial work, stenography, and in the performance of those functions shall include the operation of telex, facsimile, accounting or calculating machines, computers, and other equipment used in connection with electronic data processing and operators of switchboards, and persons employed in a clerical capacity for the keeping and maintenance of general administrative records.

(2) "Container depot" means an area and building authorised by Customs Authorities for the examination of goods on landing at which containers, pallets and flats are unpacked, the contents sorted and prepared for delivery or stored, and for the receipt, delivery and storage of containers, and at which loose goods or packages are received and stored into containers or onto pallets and flats, or otherwise handled or stored.

(3) "Employees" means that class or group of employees being:

(I) employees engaged or assisting in the work of handling, storing, preparing, packing or dispatching goods or merchandise, or work on or in connection with the loading or unloading, stacking, moving or sorting of such goods and merchandise in or about container depots, including the operation of equipment necessary to move containers or goods and any equipment required to clean the premises or containers, and including clerical work, but excluding the work of an administrative clerk and work of a supervisory nature;

(II) employees engaged in watching, guarding or protection duties in or about container depots;

(III) employees performing the work of a qualified trades person;

or any combination of work specified in sub-paragraphs (I), (II) and (III).

(ii) For the purpose of this Sub-Rule (b) the employers and the specified container depots operated by the employers are as follows:

EMPLOYER	CONTAINER DEPOT
National Terminals Aust. Ltd	East Swanston Dock Victoria Port Botany NSW
Conaust Limited	McKenzie Road West Swanston Dock, Vic Rozelle NSW Gillman SA
F.G. Strang Pty Ltd trading as Strangtainers	Footscray Vic
Western Packing Pty Ltd trading as Cargo Distributors	Footscray Vic
Port Botany Container Depot Pty Ltd	Banksmeadow NSW
Seatons Container Freight Station Pty Ltd	Camellia NSW
Brisbane Cargo Services Pty Ltd operating as Brisbane Amalgamated Terminals Limited	Fishermans Island
Macpak Pty Ltd	Hemmant Qld
Rivers Trading Company Cargo Pty Ltd trading as Rivers Trading Company	Nudgee Qld
Interport (Brisbane) Pty Ltd	Hamilton Qld
Charlick Operators Pty Ltd trading as Austainer Services	Gillman SA
Terminal Properties of Australia Pty Ltd trading as Freight Bases	Gillman SA

Fremantle Port Authority	North Quay Fremantle WA
Fremantle Terminals Limited	North Quay Fremantle WA

(iii) For the purpose of this Rule the employees, as defined in sub-paragraph (b)(i)(3) above, of each of the employers specified in paragraph (b)(ii), where those employees are employed at the specified container depots in respect of each employer, shall be eligible for membership of the Union.

(c) All employees employed by "TT Line Company Pty Limited" as administrative clerks, as defined in sub-paragraph (b)(i)(1) above, but not including employees performing work of a supervisory nature, provided that such employees are employed or usually employed in or in connection with stevedoring operations and/or passenger and/or cargo booking where such passenger and/or cargo booking is related to intrastate and/or interstate travel where those persons are employed in performing those duties solely on or immediately adjacent to a wharf, a wharf office or on a ship.

(d) The following named persons, whilst those persons remain employed as administrative clerks, as defined in sub-paragraph (b)(i)(1) above, but not including employees performing work of a supervisory nature, and are employed or usually employed in or in connection with stevedoring operations and/or passenger and/or cargo booking where such passenger and/or cargo booking is related to intrastate and/or interstate travel where those persons are employed in performing those duties solely on or immediately adjacent to a wharf, a wharf office or an a ship.

(i) For the purpose of this sub-rule (d), the employees are those listed in Schedule I to these rules.

3. (a) Without limiting the generality of 1. PART S and 2. PART W, or being limited thereby, the Union shall also consist of:

All employees as defined in subrule (b) other than those employees who are employed in supervisory duties of any nature (excepting employees performing duties of forepersons or leading hands or otherwise who exercise similar and direct supervisory powers over other employees), and other than employees who possess a Maritime Certificate of Competency where the possession of the certificate is part of the requirements of a classification, and other than those employees who are employed as harbourmasters, port managers, marine pilots, marine surveyors, maintenance technicians, masters and deck officers of vessels, officers of pilot cutters, port control officers, signal station officers, radio officers, superintendents, stevedoring supervisors or who are employed in managerial or professional occupations;

provided that employees who perform clerical and administrative, supervisory or technical duties shall not be eligible to be members of the Union by virtue of this subrule until:

(i) 1 December 1995 if employed by the Port of Brisbane Corporation or Fremantle Port Authority;

(ii) 1 January 1996 if employed by the Townsville Port Authority;

(iii) 1 June 1996 if employed by the Sydney Ports Corporation, the Newcastle Port Corporation, the Port Kembla Port Corporation, the Waterways Authority in NSW, or the Port of Melbourne Authority.

(b) For the purposes of subrule (a) "employees" means all those persons employed by the employers identified in subrule (c) other than those persons who are employed in the office of public servant in accordance with relevant State Government legislation in the States of South Australia and Western Australia.

(c) For the purposes of subrule 3 of this rule the employers are:

Albany Port Authority
Bunbury Port Authority
Bundaberg Port Authority
Burnie Port Authority
Dampier Port Authority
Darwin Port Authority
Department of Transport, Marine & Harbours Agency (in the State of South Australia)
Department of Transport (in the State of Western Australia in relation to the Department of Marine and Harbours)
Esperance Port Authority
Fremantle Port Authority
Geraldton Port Authority
Kimberley Port Authority
Marine Board of Circular Head
Marine Board of Flinders
Marine Board of Hobart
Marine Board of King Island
Newcastle Port Corporation
Port Hedland Port Authority
Port of Brisbane Corporation
Port of Devonport Authority
Port of Geelong Authority
Port Kembla Port Corporation
Port of Launceston Authority
Port of Melbourne Authority
Port of Portland Authority
Rockhampton Port Authority
Sydney Ports Corporation
Townsville Port Authority
Waterways Authority

(T) Other than a person engaged to perform construction work, or work incidental to construction work, on a project in the County of Yancowinna where the relevant project is less than 12 months in duration, nothing in this Rule 2 shall render any other person eligible for membership of the Union employed in the County of Yancowinna. Such construction work or work incidental to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work.

3 - DESCRIPTION OF INDUSTRY

(A) The employment of persons:

(1) employed or seeking to be employed in or in connection with the industry or industries, and/or occupations, and/or calling, and/or vocations, and/or industrial pursuits of:

and/or

(2) who, otherwise than as employees or employers, follow an occupation in or in connection with the industry or industries of:

and/or

(3) who, otherwise than as employees or employers, are engaged in the industrial pursuit or pursuits of:

(i) the industries in connection with which the Union is formed are the carpentry, joinery, ship carpentry, ship joinery, bricklaying, tuckpointing, tilelaying and stonemasonry industries, including the industries of persons employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite and the like not exceeding in measurement .093 square metres when such opalite and the like is fixed with cement composition or, as stone masons, marble masons, polishers, machinists, sawyers and other persons engaged in the dressing, preparation and/or erection of stone marble, or slate, and other persons engaged in the preparation and/or erection of terrazzo or similar compositions, and/or slating, rooftiling, ridging, shingling and cement tiling industries, plate, sheet and ornamental glass trade industries in New South Wales.

(ii) the industries in connection with which the Union is formed are building operations and of plastering and tile laying.

(B) And an unlimited number of persons employed or usually employed as workers, other than tradespersons, engaged in or in connection with any of the following work, occupations or callings:

(1) workers (other than tradespersons), on any work in or in connection with or incidental to the erection, repair, renovation, maintenance, ornamentation, alteration, removal or demolition of any building. For the purpose of this sub-rule (B) building shall include a building-type structure for the purpose of housing persons, goods or workshop equipment (other than mechanical or electrical plant) on a Civil or Mechanical Engineering Site.

(2) without limiting the generality of the foregoing, persons eligible for membership of the Union shall include any worker:

(i) assisting any bricklayer, mason, plasterer, carpenter, or other tradesperson engaged on the work described in Part (1) of this sub-rule; or

(ii) employed on any making or contracting job in wood, stone, brick, concrete, iron or steel, or combination of these or other materials incidental to any of the work described in Part (1) of this sub-rule, and in particular as

Bricklayers Labourer
Plasterers Labourer
Concrete Finisher
Dump Cart Operator
Scaffolder
Powder Monkey
Foundation Shaftsman
Steel Fixer (including Tack Welder)
Assistant Powder Monkey
Demolition Worker
Gear Hand
Jackhammerman
Mixer Driver (Concrete)
Steel Erector
Aluminium Alloy Worker Structural Erectors
(whether prefabricated or otherwise)

Cement Gun Operator
Concrete Cutting and Sawing Machine Operator
Concrete Gang worker (including Concrete Floater)
Roof Layer (Malthoid or similar material)
Underpinner
Concrete Formwork Stripper
Builders Labourer
Tackle Hand
Floor Sanding and/or Smoothing Machine Operators
Leading Hand Labourer
Labourer on Refractory work
Labourer excavating ground for foundations or basements of building or levelling ground on a proposed building site or doing concrete work, tar paving or asphalt work or mortar or concrete mixing in connection with or incidental to the construction, repair, demolition or removal of buildings
Rigger performing rigging work that is an integral part of, or is incidental to, a tradesman's work
Assistant Rigger assisting a rigger specified in immediate preceding classifications
Drilling Machine Operator except in the mining or mineral exploration or hydrocarbon industries

(C) The industry of any person employed in any position on or in or in connection with:

(1) (a) saws and woodworking machines; (b) handling and treating timber and articles manufactured therefrom;

(2) (a) sawmills; (b) timber yards; (c) box and case factories; (d) sawmakers shops; (e) joiners workshops; (f) car and waggon shops; (g) coach builders shops; (h) coopers workshops; (i) furniture factories; (j) wooden sporting goods factories; (k) veneer and plywood factories;

(3) without limiting the generality of the foregoing, the industry of any person employed in any position in or in connection with the preparing of wood work for (i) joiners; (ii) carpenters; (iii) implement makers; (iv) coachbuilders; (v) car and waggon builders; (vi) builders; (vii) furniture factories; (viii) box and case factories; (ix) wooden sporting goods factories; (x) veneer and plywood factories; (xi) coopers shops;

(4) The industry of any person employed in or in connection with hewing splitting and falling timber; and

(5) without limiting the generality of the foregoing the industry of wood working machinists. In the Industry, the words "Wood and/or Timber" without in any way limiting the ordinary meaning of the words shall also be deemed to include any artificial or laminated or manufactured material now in existence or hereafter coming into existence from whatever materials made or constructed or manufactured, which is or can or may be used in the place of wood or timber, and which can be handled and/or treated and/or machined and/or worked in a similar way and with similar machines and/or tools, as in the case of wood or timber and

(D) The Industry of paper-making, strawboard making, paper-bag making or the making of any similar commodity.

(E)

(a) An unlimited number of persons employed or usually employed as workers engaged in or in connection with the coal and shale industries in the State of South Australia or the Northern Territory; and

(b) An unlimited number of persons engaged in or in connection with the coal and shale industries on or adjacent to a mine site:

i. performing any work in or in connection with or incidental to the construction of a coal mine where mining operations have not commenced;

ii. performing construction work or work that is incidental to such construction work on or adjacent to a coal mine, including but not limited to:

A. expansion work;
B. demolition work;
C. maintenance work which does not form part of the day to day operations of the coal mine; and
D. shutdown work.

(c) An unlimited number of persons engaged to perform work at the Port of Newcastle;

(d) An unlimited number of persons engaged to provide services in the mobile crane hire industry, including the hiring, operation or driving of mobile cranes, mobile elevated work platforms and like equipment.

(F)(a) The group of industries comprised with in the calling, service, employment, occupation, or avocation of persons employed on land or any harbour, lake or river, as drivers of or attendants to any engine, winch, crane, mobile crane, fork lift, tow motor, pile driver, excavator, pump, boiler, generator, or motor used in or in connection with the generation, production, distribution, or utilisation of power, and persons assisting in or about any work incidental thereto.

(1) Further, without limiting the foregoing, the group of industries comprised within the calling, service, employment, occupation, or avocation of persons employed in a classification in (2) hereunder in or in connection with or incidental to the erection, repair, renovation, maintenance, ornamentation, alteration, removal or demolition of any building. For the purposes of this sub-rule (1) building shall include a building-type structure for the purpose of housing persons, goods or workshop equipment (other than mechanical or electrical plant) on a civil mechanical engineering site.

(2) Dogman
Hoist or Winch Driver
Gantry Hand or Crane Hand
Crane Chaser
Dogman/Crane Hand
Pile Driver
Pile Driver Assistant
Rigger performing rigging work that is an integral part of, or is incidental to, cranage operations
Assistant Rigger
Drilling Machine Operator
Dump Cart Operator in respect of Victoria only

(3) Provided that, nothing in sub-rule (1) shall render eligible to join the Union any person employed:

(a) on a building or structure which building or structure is for the purpose of housing mechanical or electrical plant on civil or mechanical engineering site.

(b) In that area of Queensland situated north of a line commencing at the sea coast with the twenty second parallel of south latitude, thence by that parallel of latitude due west to a hundred and forty seven degrees of east longitude thence by that meridian of longitude due south to twenty two degrees thirty minutes of south latitude, thence by that parallel of latitude due west to the western border of the State.

(c) in the mining or exploration or hydro-carbons industries.

(F)(b) Provided that sub-rule 3(F) excludes persons:

(i) engaged in or in connection with the coal and shale industries, other than those persons eligible to be members of the Union pursuant to sub-rule 2(D) or sub-rule 2(DA);

(ii) in or in connection with the mining, exploration and energy industries, other than:

(A) persons in the State of South Australia or the Northern Territory;

(B) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(C) persons performing work at the Nyrstar zinc smelter in Tasmania;

(D) persons performing work at the Cape Flattery silica mine in Queensland;

(E) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment.

(F) persons engaged or employed to operate or drive mobile cranes, mobile elevated work platforms and like equipment who are based at or perform work at the following locations in Western Australia:

(a) Cape Preston;

(b) 7 Mile;

(c) Cape Lambert; and

(d) Karratha Gas Plant

(iii) in or in connection with the generation of electrical power for the dominant purpose of the commercial sale or distribution of electrical power, other than:

(A) persons in the State of South Australia or the Northern Territory;

(B) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(C) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment;

(D) persons employed by another person that is not the operator or principal of the worksite or a person related to the operator or principal of the worksite.

(iv) in or in connection with the mining, processing and treatment of brown coal (by whatever means), other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment

(v) in or in connection with the operation of a locomotive in the State of Western Australia.

(G) The industry in or in connexion with which the Union is registered is the industry of the employment of persons employed or seeking to be employed in or in connexion with the industries and/or occupations and/or callings and/or vocations and/or industrial pursuits of the painting and decorating industry in connexion with buildings, and structures, plant, machinery and equipment, fences and posts (commercial, residential, industrial or otherwise), general and ship painting, including the following:-

(a) the painting of ships including naval ships, and the painting of prefabricated ships and prefabricated parts of ships of every kind;

(b) the painting of launches and/or boats of every kind and the painting of prefabricated launches and boats and the prefabricated parts of launches and boats of every kind;

(c) the painting of or in connexion with all buildings and structures, plant, machinery and equipment, fences and posts, (commercial, residential, industrial or otherwise), the painting of or in connexion with prefabricated buildings and structures, plant, machinery and equipment, (commercial, residential, industrial or otherwise) and any prefabricated or other parts of prefabricated buildings and structures as aforementioned;

(d) the painting of the exterior of pipe lines on or above the surface of the earth, conduits, valves, condensers, cocks, control and/or regulating stations or sub-stations, and/or pumping, suction, syphon or booster stations or sub-stations, and/or storage holders, pressure regulating holders and/or trestles, bridges, viaducts,pylons, and any other supports, and all machinery and appurtenances relating to the foregoing on water, land, or sea, used or to be used for the purposes of storing and/or regulating and/or conveying liquids or gases including natural oils and gases;

(e) glazing, glass cutting, glass processing, cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, fitting and fixing glazing bars;

(f) paperhanging, applying and/or fixing wall hangings or coverings, decorating, kalsomining, distempering, plastic relief and texture work, graining, marbling, gilding, enamelling, varnishing and lacquering;

(g) signwriting, designing and/or lettering of price tickets and showcards;

(h) pictorial or scenic painting, or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto, including cut-out displays of all descriptions, pictorial, scenic or lettering;

(i) the work of enamelling, lining, spraying and writing on cycles;

(j) leadlight and metal glazing including cutting glass, assembling and fixing such glass by means of lead and/or metal sections;

(k) mixing and/or applying and/or fixing paint or like matter or substitutes or mixtures or compositions, or compounds, for texture or plastic coatings and finishes or other decorative or protective coatings and/or finishes, or putty, stopping, caulking mixtures, compositions or compounds, oils, varnishes, water colours, lacquers, stains, wallpapers, wall hangings or coverings, coatings (other than mixing of paint, paint mixtures, protective coatings and/or plastic coatings and/or finishes and/or mixtures, putty, putty mixtures, stopping, caulking mixtures, compositions or compounds, oils, or mixtures, varnishes, varnish mixtures, water colours, water-colour mixtures, lacquers, lacquer mixtures, stain removal mixtures in paint and chemical factories) and/or other materials used in the painting and decorating industry with a brush, spray, roller or other tool or removing paint or like matter or substitutes or mixtures or compositions or compounds, for texture or plastic coatings and finishes or other decorative coatings and/or finishes or putty, stopping, caulking mixtures, compositions or compounds, oils, varnishes, water colours, lacquers, stains, wallpapers, wall hangings or coverings, coatings, or other materials used in the painting and decorating industry, by heat, flame, water, solvents, electrical, mechanical, airpowered or hand tools or by grit, shot or other abrasives or by any other means, (coatings shall not be read and construed to include the applying and fixing of lagging, or the work of applying or fixing of coatings consisting of plaster and/or lime and/or cement and/or aggregate when such substances are mixed or blended with water or the coating of pipes with bitumen and/or wrapping with burlap or hessian or in the State of Victoria only work covered by the description of industry in connexion with which the Victorian Plasterers Society is registered as at 1st November 1962, but shall include any subsequent coats of paint or other like material for the purposes of protection or decoration);

(l) the preparing of the work and materials required in any of the afore-mentioned branches of the industry, and all work in connexion therewith and incidental thereto.

Provided that the industry above written shall be read and construed to exclude the registered industry of The Printing and Kindred Industries Union or any part of that industry.

(H) The furnishing and wood working industries, including coffin making and the industry of making musical instruments of which wood forms a part.

(I) Without limiting the generality of Sub-Rules (A) to (H) herein or being limited thereby, independent contractors who, if they were employees performing work of the kind which they usually perform as independent contractors, would be eligible for membership of the Union, shall be eligible for membership of the Union.

(J) Without limiting the generality of the foregoing and without being limited thereby, the industry in connection with which this Union is formed is the Brick, Tile and Pottery Industry.

(K) Without limiting the generality of Sub Rules (A) to (J) and (L) herein or being limited thereby:

The industries in or in connection with which the Union is registered are the textile, clothing and footwear industries, including but not limited to those parts of the industries referred to in Rule 2(R).

(L) Without limiting the generality of Sub-Rules (A) to (K) herein or being limited thereby, the Union is registered in or in connection with:-

(a) The shipping industry; and
(b) The industry of diving in the provision of underwater services.

(M) Additional Eligibility for Admission to Membership in the State of Queensland

(a) An unlimited number of persons employed or usually employed as workers engaged in coal, shale, metal, coke, and smelting works in Queensland, and who are approved by the Committee of Management.

Provided that nothing in this sub-rule shall render eligible to join the Union a person engaged other than:

i. persons performing any work in or in connection with or incidental to the construction of a coal mine where mining operations have not commenced;

ii. construction work or work that is incidental to such construction work on or adjacent to a coal mine, including but not limited to:

A. expansion work;
B. demolition work;
C. maintenance work which does not form part of the day to day operations of the coal mine; and
D. shutdown work.

iii. persons performing construction work or any work incidental to construction work, on a worksite other than a coal mine. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition works;

iv. persons who are engaged to provide services in the mobile crane hire industry, including the hiring, operation or driving of mobile cranes, mobile elevated work platforms and like equipment.

(N) Additional Eligibility for Admission to Membership in the State of New South Wales

(a) An unlimited number of persons engaged in, or in connection with the Coal, Shale or Coke Industries in the Western District and in the Metalliferous Mining Industry and any person who is a duly registered unemployed member in compliance with these rules, together with and including other persons temporarily or permanently taken from the Industry and who are employed by the members or representatives of the members appointed by them, who shall be aggregated in Lodges already established or which may be established by the authority of the Western District branch of the Australian Coal and Shale Employees Federation.

(b) Without limiting the generality of the foregoing and without being limited thereby, the union shall also consist of an unlimited number of persons engaged in any capacity in connection with coal and shale mining; in connection with the coke industry, but excepting persons

employed in the iron, steel and metal industries; and excepting also persons who are now members, or in the future may be eligible for membership of the United Collieries Staff Association of New South Wales; but as regards the last mentioned union, so as not to exclude lampmen and grooms.

(c) Without limiting the generality of the foregoing and without being limited thereby, the union shall also be composed of an unlimited number of persons employed in and around the coal mines, shale mines and coke works in the Northern District of New South Wales.

(d) Provided that nothing in sub-rules 3(N)(a),(b) or (c) shall render eligible to join the Union a person engaged other than:

(i) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition works; and

(ii) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment.

(O) Additional Eligibility for Admission to Membership in the State of Western Australia

The provisions of this rule 2(Q) do not extend and are not intended to operate as extending the eligibility rules of the Union beyond those that of The Construction, Forestry, Mining and Energy Union of Workers. This proviso applies regardless of any term or other provision of this rule 2(Q).

Without limiting any other rule, this rule does not make any person eligible to be a member of the Union who is in a class of employees for whom, at the time when this rule was approved by the General Manager, was subject to a representation order, a State demarcation order or a demarcation undertaking or agreement (however described) in relation to a class of employees of which that person is a member, in favour of another organisation or association.

(1) The Union shall also admit to membership any person who is employed, or usually employed in the State of Western Australia including all islands bounding the whole coastline of the State in any of the following capacities:

Engine drivers, steam boiler and gas producer firemen, trimmers or fuelmen or tour guides in power houses, engine cleaners, greasers, boiler cleaners, crane drivers, dynamo attendants in power houses, stationary motor drivers, electric power sub-station attendants, power house switchboard attendants. Provided that, in respect of the vocations referred to in this subrule 4.6, employees of the Western Australian Government Railways Commission and persons eligible for membership of the Coal Miners Industrial Union of Workers of Western Australia employed in the coal mining industry within the State of Western Australia shall not be eligible for membership of the Union.

Nothing in this sub-rule 3(O)(1) shall render eligible to join the Union a person engaged:

(i) in or in connection with the coal and shale industries, other than those persons eligible to be members of the Union pursuant to sub-rule 2(D) and/or sub-rule 2(DA);

(ii) in or in connection with the mining, exploration and energy industries, other than:

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition work;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment;

(C) persons engaged or employed to operate or drive mobile cranes, mobile elevated work platforms and like equipment who are based at or perform work at the following locations in Western Australia:

i. Cape Preston;
ii. 7 Mile;
iii. Cape Lambert; and
iv. Karratha Gas Plant

(iii) in or in connection with the generation of electrical power for the dominant purpose of the commercial sale or distribution of electrical power, other than;

(A) persons performing construction work, or any work incidental to construction work. Such construction work or work incidential to construction work includes but is not limited to expansion, maintenance, shutdown or demolition works;

(B) persons that provide services in the mobile crane hire industry including the hiring, operating or driving of mobile cranes, mobile elevated work platforms and like equipment; and

(C) persons employed by another person that is not the operator or principal of the worksite or a person related to the operator or principal of the worksite.

(iv) in or in connection with the operation of a locomotive in the State of Western Australia.

4 - OBJECTS

(a) To uphold the right of combination of labour, and to improve, protect, and foster the best interests of the Union and its members, and to assist them to obtain their rights under industrial and social legislation.

(b) To regulate and protect the wages and conditions under which all members or other persons entitled to become members of the Union may be employed, to achieve compulsory unionism and control the supply of labour, to take such steps as may be necessary for the efficient operation of the industries in or in connection with which the organisation is registered, to regulate relations between the members and their employers and between the members and other employees in or in connection with the Industries of the Union and to foster the best interests of the members of the Union.

(c) To improve industrial relations in the industries in or in connection with which the Union is registered and undertakings where members are employed, and to exercise all the powers, privileges and advantages of employees under the Act and any legislation replacing that Act and under any Commonwealth or State legislation, or any other legislation in any way relating to the Industries of the Union either directly or indirectly affecting the members.

(d) To do all things conducive to the welfare and organisation of the working class.

(e) To provide legal assistance to the Union and its members to protect the interests of the Union in all its Divisions and Divisional Branches, and to assist other trade unions by any legal method.

(f) To secure preference in employment, retrenchment, promotion, demotion and transfer of employment for members.

(g) To protect members from any infringement of their rights.

(h) To organise the education of members.

(i) To secure or assist in securing legislation for safety in or in connection with the Industries of the Union and for the general and material well being of members.

(j) To establish funeral, sick, accident, unemployment or other funds, including insurance or assurance funds, for the assistance, support and benefit of members, or other trade unionists, and to establish a fund from which to provide retiring allowances to full time officers and employees of the Union, its Branches, Divisions or Divisional Branches.

(k) To establish Branches, Divisions, Divisional Branches, Sub – Branches, Districts, Sectors, Sections, Associations or Committees of the Union, including but not limited to Port, Ship and Area Committees, throughout Australia and its Territories.

(l) To effect unity between the Branches, Divisions, Divisional Branches and other bodies of a similar character.

(m) To work as far as is lawful in harmony with other labour unions.

(n) To establish and maintain a Union journal or journals for the publication of matters directly or indirectly relating to the affairs of the Union or its members, and to assist to establish or maintain labour and trade union journals, radio and television broadcasting stations and other means of mass communication, information or education, and to invest in such ventures.

(o) To promote the interchange of membership between the Union and other unions throughout the world.

(p) To assist members by loan or otherwise.

(q) To constitute, conduct, carry on and manage clubs for the benefits of members.

(r) To co – operate or otherwise combine with, affiliate to or amalgamate with, pay affiliation fees to and assist financially or otherwise, or join or absorb, any organisation, union or association which has objects similar to the objects of the Union, and to be represented on other bodies and trade union organisations.

(s) To render financial assistance to Branches, Divisions, Divisional Branches or other union or labor organisations for any charitable purpose.

(t) To take part in any or all questions of matters affecting or involving the wages and conditions of labour.

(u) To grant assistance to members who are shipwrecked.

(v) To establish and/or support co-operative ventures generally and to do such other things which may be deemed necessary in connection therewith.

(w) To hold, purchase, lease, transfer, rent, sell, mortgage or otherwise deal in property and to enter into contracts and agreements in connection with same and to do all such other things as may be deemed necessary in connection therewith for the purpose of furthering directly or indirectly any one or more objects, provided that where such property is in the care, custody and control of a Division, it shall be subject to governance in accordance with the Divisional Rules and the National Rules.

(x) To raise funds by levies and/or other means for the furtherance of any one or more objects.

(y) To raise political levies, donate to and/or affiliate with political parties and to partake in conciliation and/or arbitration systems in the States and for that purpose to have branches, divisions or divisional branches registered in the States.

(z) To obtain such other objects as the National Conference or National Executive shall from time to time determine or as may be lawfully adopted by any Division of the Union.

(aa) To do all such other acts and things as are incidental or in any way related to the carrying out of any one or more of the above objects.

5 - DEFINITIONS

In these rules, unless the contrary intention appears:

“ACT” means the Fair Work Act 2009 (Cth) or any Act replacing that Act.

“BCI(IP) ACT” means the Building and Construction Industry (Improving Productivity) Act 2016.

"DIVISION" shall mean a division of the Union established under these Rules or by the National Executive or National Conference and shall, as far as practicable, be on industry or occupational lines.

"BRANCH" shall mean a Branch of the Union established in accordance with these rules or by the National Conference or National Executive of the Union and shall cover a geographic area.

"DIVISIONAL BRANCH" shall mean a geographic branch established under Divisional Rules by a Division established in accordance with these rules. Provided that some such divisional branches may be on occupational and geographic bases.

“DIVISIONAL EXECUTIVE” shall mean, in the case of The Maritime Union of Australia Division, the Divisional National Council of that Division.

“DIVISIONAL CONFERENCE” shall mean, in the case of The Maritime Union of Australia Division, the Divisional National Council of that Division.

"FINANCIAL MEMBER" shall mean any member who has paid all subscriptions, fines, levies and dues in accordance with the Rules of the Union.

"FINANCIAL YEAR" means the financial year of the Union as referred to in Rule 24.

"GENERAL MANAGER" means the General Manager of the Fair Work Commission.

"MEMBER" shall mean a member of this union, male or female.

"NATIONAL COLLEGIATE" shall mean the totality of delegates from all Divisions to each Divisional Conference.

"OFFICE" has the same meaning as defined by Section 9 of the RO Act.

"PEAK COUNCIL" means a national or State council or federation that is effectively representative of a significant number of organisations (within the ordinary meaning of the term) representing employers or employees in a range of industries.

"PROPORTIONAL REPRESENTATION" shall mean a system of representation at Committees, Conferences, Executives or the like which, as far as practicable, will provide for voting on a basis which reflects the number or percentage of financial members, as calculated in accordance with these rules, that each person on such Committee, Conference, Executive or the like, represents.

"DISTRICT" AND "SUB-BRANCH" AND "ZONE" where used in the Rules of the Union shall mean sectors of a Divisional Branch of the Union and in the case of the Manufacturing Division, of the Division.

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“RO ACT” means the Fair Work (Registered Organisations) Act 2009 (Cth) or any Act replacing that Act.

“RO REGULATIONS” mean the Fair Work (Registered Organisations) Regulations 2009 or any regulations replacing those Regulations.

"RULES OF THE UNION" means all of the Rules of the Union as read and construed in totality while "NATIONAL RULES" shall refer to these rules, "BRANCH RULES" shall refer to the Rules of any Branch of the Union established under the Rules of the Union, "DIVISIONAL RULES" shall refer to the Rules of any Division established in accordance with the Rules of the union, and "DIVISIONAL BRANCH RULES" or "DIVISIONAL DISTRICT BRANCH RULES "shall refer to the rules of Divisional Branches, being a branch of a Division, established in accordance with the Rules of the union.

"MANAGEMENT COMMITTEE" and/or "EXECUTIVE" shall be synonymous and shall mean the controlling and administrative body of the organ so referred to, ie Division or Branch or Divisional Branch.

"PREFERENTIAL VOTING" shall mean a system of voting in which the voter shall place the number 1 in the square opposite the name of the candidate for whom they vote as first preference and shall place the number 2, 3, 4 (and so on, as the case requires) in the squares opposite the names of all the remaining candidates so as to indicate the order of preference for them.

> In a ballot by the preferential system the valid ballot papers shall be separated into separate parcels, each such parcel containing all those papers on which a first preference is indicated for the same candidate.
>
> If on the first count a candidate receives an absolute majority of first preference votes of total valid votes cast then that candidate shall be declared elected.
>
> If no candidate has received an absolute majority of first preference votes the candidate with the fewest first preference votes shall be excluded and the ballot papers on which a first preference is indicated for such candidate shall be counted to the remaining candidates next in the voters' order of preference.
>
> If a candidate has then an absolute majority of votes then that candidate shall be elected, but if no candidate then has a majority of votes, the process of excluding the candidate who has the fewest votes and the distribution of the vote preferences shall continue until one candidate has received an absolute majority of votes.

In cases where more than one position is to be filled the numbers placed opposite the candidates' names up to the number of positions to be filled shall be first preference votes and the procedure in respect to the distribution of preferences shall be the same as is above prescribed where a ballot is for a single position.

The candidate or candidates as the case may be, who has received an absolute majority of votes shall be elected.

"GENERAL ELECTIONS" shall mean the elections held every four years commencing in 1996 office to be taken on 2 January 1997 in accordance with the Rules of the Union.

"PLURAL/SINGULAR" every reference in these rules to the singular shall include the plural and vice versa.

“UNION” shall mean the Construction, Forestry and Maritime Employees Union.

6 - SEAL

(i) The Seal of the Union shall be oval in shape inscribed on the outer edge "Construction, Forestry and Maritime Employees Union".

(ii) The Seal shall be kept in the custody of the National Secretary.

(iii) Any document required or permitted by the Act to be under seal shall be executed on behalf of the Union by affixing the Seal of the Union thereto and by being signed by the National Secretary or in the absence of the National Secretary, either the National President or National Assistant Secretary.

(iv) Any document otherwise required by law to be under seal shall be executed by affixing the Seal of the Union thereto and by being signed by the National Secretary and either the National President or National Assistant Secretary.

7 - MEMBERSHIP

(i) A candidate for membership of the Union may make application to the National Secretary, the Division covering the occupation or industry in which the person is employed, the Branch covering the area in which the person is employed or resides, or the Divisional Branch covering the industry or occupation in which the person is employed, usually employed or desirous of being employed and the area in which the person resides or is employed, and such application shall be made and dealt with in the manner and subject to the conditions including conditions as to any probationary period required by the rules of the Division. Any application shall be forwarded to the office in the appropriate division which under the rules of that division deals with such applications. The decision to accept or reject that application shall be made in accordance with the Rules of that division by that office. Provided that where a person makes application to any officer of the Union that application shall be a valid application for membership of the Union and the Union shall, treat the member as a member of the Division to which the officer is attached, until transferred in accordance with the rules.

(ii) Candidates shall supply such information as to their identity and occupation, and such other particulars as to their eligibility for membership and the benefits of membership as the Rules of the Union may require, and shall, when requested, fill in and sign such application form as may be provided.

(iii) (a) Any application for membership may be referred to the National Executive by the Division, or Divisional Branch to whom application is made or by the member.

(b) Where in any case the admission to membership of the person applying is rejected, such person shall have the right to appeal to the National Executive, whose decision shall be final.

(iv) A member shall be attached to the Division of the Union covering the industry or employment of the member and shall be in only one such Division. Each member shall be notified of the Division to which such member is attached or any other classification relevant to the Rules of the Union and such Division or classification shall be entered on the record of the Union in relation to that member which record shall be conclusive proof of the Division and/or classification to which that member is assigned.

(v) (a) Notwithstanding anything elsewhere contained in the Rules of the Union no application for membership of the union shall be void or irregular only for the reason that the form of application is not fully completed or completed at all, or that some other form of application is used, or any other procedure under the Rules has not been complied with provided that the person intended to, and did in fact, in some way or other, apply for membership and the Union treated the person as a member. A member may be transferred to another Division, Branch or Divisional Branch without loss of continuity of membership. Without limiting the generality of the foregoing, a person who, at the time of application for membership was not eligible to be or become a member, shall be and become a member as soon as the person is eligible to be and become a member or earlier if by any Act, law or other Rule the membership is otherwise validated provided that the person performs an act which evidences an intention to be or become a member. For all
purposes the payment of union dues in whole or in part shall be taken to be, without limiting the generality of the foregoing, a method by which a person intended to, and did in fact, in some way or other, apply for membership and/or evidences an intention to be or become a member.

(b) Without affecting or detracting from the requirements of sub-rules 42(iii) and 42(xii) and without limiting the rights of the member or a Division, Divisional Branch or authorised officer thereof, to seek or obtain a transfer of Division or Divisional Branch in accordance with the rules, no membership of the Union and no membership or attachment to a Division, Branch or Divisional Branch of the Union shall be invalidated, void or otherwise treated as irregular on account of the member being attached to a Division, Branch or Divisional Branch which, in accordance with the Rules, may not be the correct Division, Branch or Divisional Branch provided that the member was eligible for membership of the Union and the member was aware of the Division, Branch or Divisional Branch to which the member was attached. Every member of the Union who, on the records of the Union, is financial and is, on those records, attached to a Division, Branch or Divisional Branch shall be treated for all purposes as a financial member thereof and shall be entitled to all rights and required to comply with all obligations which attach thereto until transferred in accordance with the Rules.

(vi) Any Division or Branch or Divisional Branch may utilise for the purposes of application form for membership of this Union, an application form used for any previously registered organisation of employees which has become, upon amalgamation, part of this Union or any application form utilised jointly or otherwise with any trade union of employees registered under any legislation of a State or Territory.

(vii) A member shall, when applying for membership be informed of the financial obligations arising from membership and the circumstances, and the manner, in which a member may resign from the organisation and shall be informed of such in writing.

(viii) (a) Where a Divisional Secretary or Divisional Branch Secretary is of the view that a person in the Division or Divisional Branch of which she/he is an officer should be attached to another Division or Divisional Branch the Divisional Secretary or Divisional Branch Secretary shall contact the Divisional Secretary or Divisional Branch Secretary of the Division or Divisional Branch to which, in the view formed, the member should be attached, and seek to obtain agreement on the transfer of the said member. Where agreement cannot be reached the matter may be referred to the National Secretary and be determined by the National Executive or an officer designated by the National Executive.

(b) Further provided that where a Divisional Secretary or a Divisional Branch Secretary forms the view that a member of another Division or Divisional Branch ought to be a member of the Division or Divisional Branch to which the Divisional Secretary or Divisional Branch Secretary is attached, the Divsional Secretary or Divisional Branch Secretary shall contact the the Divisional Branch Secretary of the Divisional Branch to which the member is now attached and seek agreement that the member be transferred. Where agreement cannot be reached the matter may be referred to the National Secretary and be determined by the National Executive or an officer designated by the National Executive.

(c) In relation to the two immediately foregoing paragraphs contact between Divisions and/or Divisional Branches in relation to these issues may, by custom and practice or by agreement, be dealt with by an officer other than the Divisonal Secretary or Divisional Branch Secretary or may be dealt with by members of staff. Where a member is transferred or determined to be transferred in accordance with either of the immediately preceding paragraphs the member shall be notified accordingly and the transfer shall be effective 14 days after the notification to the member. Within that period the member may object to said transfer and such objection will be determined by the National Executive. Pending such objection the member shall nevertheless be transferred in accordance with any of the aforesaid agreements and/or determinations.

(d) Any determination by the National Executive or officer designated by the National Executive shall use the principles established in and by sub-rules 42(i) and 42(iii) hereof.

Nothing in these paragraphs shall affect or detract from the provisions of subrule(s) 42(i), (iii) and (xii) and membership of a Division or a Divisonal Branch shall be valid notwithstanding an irregularity in, breach of or failure to comply with the procedures in either one or both paragraphs (a) or (b) herein.

8 - ENTRANCE FEES AND CONTRIBUTIONS

(i) Entrance fees and contributions payable by any person on application to join the union and/or for membership or continuous membership of the Union shall be in accordance with the Rules of the division to which, in accordance with the Rules of the Union, the person or member is to be or is assigned.

(ii) Any member who has failed to pay the entrance fees, or contributions, levies and fines imposed in accordance with the rules of the union on or before the date specified in such rules, shall be deemed to be unfinancial, and shall not be eligible to receive any benefits, participate in any deliberations, propose or second any new applicant for admission or exercise any authority or any membership rights, provided that the rules may provide that some members or some class or classes of members may vote in a ballot and/or may differentiate between classes of members as to the amount of any contribution and/or entrance fee.

(iii) A member shall be deemed to be financial immediately upon payment of all arrears outstanding.

(iv) (a) Notwithstanding anything contained in Rules 7 and 8 of these National Rules or any Divisional Rules to the contrary, the Union may reach agreement with any organisation of employees, trade union, industrial union or organisation, whether incorporated or otherwise or whether registered under a law of the Commonwealth, State or Territory or unregistered (herein referred to as an "association"), which agreement may provide for automatic membership of this Union for members of any such association and may provide for the receipt and holding of moneys jointly or in common by the aforementioned association and this Union and conversely the automatic membership of members of this Union in such an association.

(b) The Union may, by agreement or unilaterally, grant to any class of members, who are members of another association of a kind referred to in paragraph (a) hereof, membership and waive the requirement to pay an entrance fee and/or contributions in whole or in part.

(c) Nothing in this Sub-Rule shall render eligible for membership any person not otherwise eligible for membership of the Union under the eligibility Rules or pursuant to S.151 of the RO Act, or any other provision of that Act or any Act amending or replacing same. Further, "automatic membership" when used in this Sub-Rule shall mean membership granted to a member free of the payment of any entrance fee and contribution in circumstances where the person applying for membership has signified an intention to become a member or having been notified that membership would be granted unless objected to, has not signified objection to that membership.

9 - CLEARANCES

(i) A member desiring to transfer to any other union covering their calling shall make application to the Divisional Branch Secretary, or where the rules of the union so provide, Divisional Sub-Branch, in writing, and shall pay all dues owing to the union, and the transfer will be forwarded to the Secretary of the union to which the member desires to transfer. Such member shall cease to be a member of this Union as from the date on which the transfer is forwarded to the Secretary of such other union.

(ii) Any member of a kindred trade union, or any union whose Awards cover workers specified in Rule 2 of the rules of the union, may be admitted to membership on production to the Divisional Branch Secretary, or where the rules of the Division so provide, the Divisional Sub-Branch or Divisional District Secretary, of a clearance from such union showing that all dues, contributions and levies payable to such union have been paid. The membership of a person so admitted shall commence as from the date of the production of their clearance. The rules of the Union may provide for persons who had been members of any Division or Divisional Branch of this Union to be admitted without entrance fees or other special conditions.

(iii) A clearance shall not be granted to any member unless all moneys owing have first been paid.

10 - TRANSFERS

(1) A member attached to any Divisional Branch of any Division who is working within the area covered by another Divisional Branch may be transferred to the latter Divisional Branch. The member shall apply to the Divisional Branch Secretary of the Divisional Branch, or where the Divisional Branch rules so provide, of the Divisional Sub-Branch or Divisional District to which the member was attached for a clearance, and provided the member is financial, the Divisional Branch or Divisional Sub-Branch or Divisional District Secretary shall forward to the Divisional Branch Secretary of the Divisional Branch to which the member desires to be transferred, the clearance. A member shall be deemed to be attached to the new Divisional Branch as from the date of the receipt of the clearance by the Divisional Branch Secretary of such Divisional Branch, or where the Divisional Branch rules so provide, by the secretary of the Divisional Sub-Branch or Divisional District, and the member's length of membership of the new Divisional Branch shall be the length of the latest period of membership of the Union.

11 - RESIGNATION OF MEMBERS

(1) A member may resign from membership of the Union by a written notice addressed and delivered to the Divisional Branch Secretary or other officer of the Divisional Branch authorised to receive such correspondence.

(2) The notice of resignation will take effect where that member,

(a) ceases to be eligible to become a member of the Union:

(i) on the day on which the notice is received by the Union; or

(ii) on the day specified in the notice, which is a day not earlier than the day when the member ceases to be eligible to be a member;

whichever is later; or

(b) in any other case:

(i) at the end of 2 weeks after the notice is received by the Union; or

(ii) on the day specified in the notice;

whichever is later.

(3) All contributions and or levies due in relation to the period before the members resignation took effect are to be paid. Where the member fails to do so the Union may prosecute such member in the appropriate court for the recovery of that amount.

(4) A notice delivered to the person mentioned in sub-rule (1) shall be taken to have been received by the Union when it was delivered.

(5) A notice of resignation that has been received by the Union is not invalid because it was not addressed and delivered in accordance with sub-rule (1).

(6) A resignation from membership of the union is valid even if it is not effected in accordance with this rule if the member is informed in writing by or on behalf of the union that the resignation has been accepted.

12 - REGISTER OF MEMBERS

A register of members and any other records of the Union required to be kept by the RO Act and the Regulations made thereunder shall be kept at the registered office of the Union and so far as such records relate to a Division or Divisional Branch at the registered office of that Division or Divisional Branch.

13 - SUPREME GOVERNING BODY IN UNION

(i) The supreme governing body of the union shall be the National Conference convened every two (2) years or specially in accordance with these National Rules.

(ii) (a) The National Conference shall consist of all of the members of each and every Divisional Executive for every Division of the Union. Provided that existing elected officers of the National Executive who are retiring from office and who have not been re-elected as members of their Divisional Executive shall be entitled to attend the National Conference until their successors are elected and shall be entitled to all rights of a conference delegate other than nominating and voting on any matter. Further provided that, if not otherwise a delegate to National Conference by virtue of this sub-clause, members of the National Executive entitled to attend and vote thereat shall, ipso facto, be delegates to the National Conference and treated, in all respects, as delegates in the same way as a member of the Divisional Executive and for the purposes of sub-rule (iii) of this Rule be treated as a member of the Divisional Executive from the Division of which such person is a member. Further provided that any person not entitled to attend and/or vote at their Divisional Executive by virtue of the Rules of the

Division shall not be entitled, notwithstanding any of the foregoing in this sub-rule, to attend and/or vote at National Conference.

(b) The National Conference shall also consist of the two National Women's Committee members elected by each Division in accordance with Rule 17, regardless of whether those women are otherwise members of their Divisional Executive.

(iii) Persons elected as members of a Divisional Executive shall be elected in accordance with the rules of the Division. Nothing in this sub-rule shall prevent the filling of a vacancy between ordinary elections or interfere with the transitional provisions which shall take effect on and from amalgamation. Each such member of a Divisional Executive shall exercise a vote on the National Conference equal to the percentage of financial members of the Union in the Division from which the member derives divided by the number of members of the Divisional Executive entitled to vote. Provided that nothing in this sub-rule prevents proxy voting or multiple voting.

(iv) The percentage of financial members belonging to any Division shall be the sum of the percentages of financial members of the Divisional Branches within that Division.

For the purposes of this rule, the percentage of financial members of any Divisional Branch shall be calculated by dividing the total income received by the Divisional Branch from contributions only, by the amount of contributions fixed for ordinary members for that Divisional Branch and determining that number as a percentage of total membership of the Union calculated in the same way. This calculation shall be performed for the first six month period of the financial year preceding the year in which the National Conference is held.

(v) Members of Divisional Executives and National Conference shall remain in office until the election of their successors.

(vi) Should any member of a Divisional Executive die or resign or should there be, for any other reason whatsoever, a vacant position as delegate or member to Divisional Executive and/or National Conference, the Divisional Branch Executive of the Divisional Branch in which the vacancy would otherwise be filled may forthwith cause an election for another member or, where the unexpired part of the term for that office until the next general elections does not exceed three quarters of the ordinary term of office, the Divisional Branch Executive may appoint a delegate to such Divisional Conference to be the member or delegate from or of the Divisional Branch in place of the member or delegate who is deceased or has resigned or to fill the position otherwise left vacant. Provided a person appointed by a Divisional Branch Executive in the manner mentioned herein shall hold office only for the residue of the period until the next general elections.

The method of such election or appointment shall be the same, the necessary changes being made, as the method of election or appointment (as the case may be) of the Divisional Branch Secretary of the Divisional Branch from which the vacancy is to be filled in accordance with the rules of the Divisional Branch.

(vii) Divisions or Divisional Branches may, where elected Divisional Branch delegates or members to or of National Conference agree, arrange multiple voting representation at a National Conference by notifying the National Conference of the number of divisional delegates or members to be credentialed and of the arrangements for proxy voting to be adopted by that Division or Divisional Branch at the National Conference.

(viii) Where a delegate is unable to attend a meeting of the National Conference or any part thereof that delegate may where the Divisional Executive agrees appoint another elected delegate to National Conference from the same Division as proxy to act in that delegate's stead. Where the Divisional Executive agrees, a delegate may appoint as the proxy to National Conference an elected delegate from another Division. Each member of the Divisional Executive shall be a delegate to the National Conference.

(ix) Six delegates, representing not less than two Divisions, shall form a quorum of the National Conference.

(x) The National Conference shall have power, unless any rule deprives the National Conference of power or grants to another body within the Union exclusive power over a subject matter, to:

(a) take such steps as it shall think fit to carry out all or any of the objects of the Union and to raise or spend such funds as are necessary to carry out the objects;

(b) decide the general policy of the Union and to take steps to enforce the carrying out of such policy;

(c) subject to the rules prescribing the procedure to be followed, impose penalties being fines not exceeding the sum of $100, suspension, expulsion or dismissal from office, on officers, members, representatives, committee members or delegates, for knowingly refusing to comply with the rules of the Union or decisions of the National Conference or the National Executive.

Provided that:

* a copy of the rules of the Union of which there is an alleged breach, and/or the decisions of National Conference or National Executive of which there is an alleged breach are available to members at each Branch office;

* no penalties shall be imposed unless the officer, member, representative, committee member or delegate concerned has been summoned to attend the meeting; particulars are given in the summons of the offence alleged (including the time and places alleged that the offence was committed); and that person charged is afforded an opportunity of being present at the hearing and of being heard in their own defence, including an opportunity to cross examine and to give and call evidence. Nothing in the preceding rule requires the procedures of court. A period of suspension imposed under this rule shall not exceed six (6) months;

(d) hear and decide any appeal from the National Executive or any Divisional Branch, or Branch or member. Any appeal from a member must be forwarded through the Divisional Branch Committee. Reasonable notice of the time and place of the hearing shall be given to all parties involved, who shall be given an opportunity of being heard;

(e) settle disputes between Divisions;

(f) deal with and decide any matter submitted to it by any Division or Branch of the Union;

(g) confirm, overrule or otherwise deal with decisions of the National Executive;

(h) establish Divisions of the Union;

(j) exercise all or any of the powers of the National Executive;

(k) subject to Rule 25, make alter and rescind any of the Rules of the union, including Branch Rules, Divisional Rules and Divisional Branch Rules;

(l) confer life membership on a member of the Union.

(xi) A National Conference shall be held not later than twenty four (24) months after each general election of the Divisional Branch delegates to National Conference and at such place and time as the National Executive shall decide.

(xii) The business to be dealt with by National Conference shall be shown on the agenda paper, but matters may be added to the agenda paper if agreed to by a majority of delegates at the National Conference. Any matter appearing on the agenda paper may be amended by the National Conference.

(xiii) Notice of every National Conference, together with a copy of the agenda paper therefore shall be posted by the National Secretaries to each Divisional Secretary and each Branch Secretary one calendar month before the date of such meeting, or where agenda items have not been finalised one calendar month before the meeting then they shall be sent at the earliest practicable time.

Notice shall also be posted to all delegates so as to give them at least the notice provided for herein.

(xiv) A copy of the Minutes containing all decisions and business of the National Conference shall be forwarded to each Divisional Secretary and to each Divisional Branch Secretary within two (2) months of the conclusion of each National Conference. Any member of the Union may, upon request to the Divisional Branch Secretary, inspect a copy of the minutes of each National Conference at the Divisional Branch Office or Divisional Office during the ordinary hours in which the Divisional Branch or Division is open.

(xv) The National Secretary on receipt of resolutions from a majority of Divisions or from Divisional Branches representing a majority of members or on receipt of a petition signed by not less than 10% of the financial members of the Union calling for a special Conference shall call such Conference within thirty (30) days. Each Division, Divisional Branch and delegate to National Conference shall be advised by letter of National Conference business fourteen (14) days prior to the date of the Conference so fixed. The National Executive may direct the National Secretary to call a special conference at any time. Divisions, Divisional Branches and delegates to National Conference shall be given seven (7) days' notice if practicable. Notice shall be given by letter, facsimile, telephone, email, in writing, by computer link and/or by any other means of communication.

Notwithstanding anything contained in any other rule, the National Executive may direct the National Secretaries to conduct a postal, facsimile, telephonic, email, in writing, by computer link and/or by any other means of communication (or combination thereof) of delegates to National Conference to obtain a decision on any matter.

13A - NATIONAL WOMEN'S CONFERENCE

(a) There shall be a National Women's Conference at least once every two years. The role of the National Women's Conference shall be to provide advice and recommendations to the Union on matters affecting women members of the Union.

(b) The National Women's Conference shall include the elected National Women's Committee members from each Division. The number of participants shall be no more than 15 members per division.

(c) Delegates to the National Women's Conference shall be nominated by the Divisional Executive of each Division.

(d) Notwithstanding the number of observers nominated by any Division to attend the National Women's Conference, only the nominated delegates from each Division shall have voting rights at the National Women's Conference.

(e) Resolutions of the National Women's Conference shall be referred to the National Conference for consideration by that Conference.

13B - NATIONAL WOMEN'S COMMITTEE

(a) There shall be a National Women's Committee.

(b) The National Women's Committee shall be made up of two female members from each Division. Only one National Women's Committee member from each Division may be a Full Time Paid officer of that Division.

(c) The members of the National Women's Committee are to be elected by each Division in accordance with Rule 17, or otherwise in accordance with the rules for general quadrennial elections applicable to each Division.

(d) Members of the National Women's Committee shall be, ex officio, members of the National Women's Conference and members of the National Conference.

(e) The National Women's Committee will operate in accordance with a set of rules that have been adopted by either the National Conference or Executive after consultation with the Committee.

14 - NATIONAL EXECUTIVE COMMITTEE

(i) The National Executive Committee shall consist of the National Officers, being the National Secretary, National President and National Assistant Secretary and three (3) National Vice Presidents of the Union together with such of the following elected officers of each Division at a National level namely:-

- in the case of the Construction and General Division, eleven (11) additional National Executive Committee members elected by and from the Construction and General Division Divisional Conference.

- in the case of the Manufacturing Division, the Divisional Secretary, the Divisional Senior Assistant Secretary, the Divisional President and the Divisional Assistant Secretary who is also the District Secretary of the PPW District of the Division and the TCF National Secretary.

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  in the case of The Maritime Union of Australia Division, the Divisional Deputy National Secretary, the two (2) Divisional Assistant National Secretaries and the Divisional Deputy National Presiding Officer.

  Provided that in the year preceding the quadrennial elections, it shall be open to the National Conference or the National Executive, upon review, to abolish the National Executive Committee.

(ii) The National Executive Committee shall, subject to the review of its actions by the National Executive, have the care, control, superintendence, management and administration in all respects of the affairs, business, national funds of the Union and without limiting the generality of the foregoing it may:

(a) interpret and enforce the general policy of the Union as decided by National Executive and/or National Conference.

(b) decide questions of policy not covered by the National Executive and/or National Conference decisions.

(c) control and conduct the business and affairs of the Union while the National Executive or National Conference is not in session.

(d) Expend such moneys by way of ordinary expenditure as may be necessary.

(e) Submit any matter to the National Executive for decision.

(f) Control and supervise the work of the National Officers of the Union.

(g) All decisions of the National Executive Committee shall be made by a majority of the members present at the meeting unless otherwise provided by these rules.

(iii) Meetings of the National Executive Committee shall be held at such time and place as shall be decided by the National President and the National Secretary. A majority of the National Officers may demand a meeting of the National Executive Committee which shall be held at such time and place as stipulated by such National Officers. The quorum for any meeting of the National Executive Committee shall be four (4).

(iv) The National Secretary may take a telephonic, email, written and/or postal vote of members of the National Executive Committee at any time. Members of the National Executive Committee shall be advised of the details of the voting. Such vote shall have the same effect as a decision of such body made in meetings assembled.

(v) Notice of meetings may be given by letter or email or by telephone or verbally, provided that in the latter two instances the notice is confirmed by email.

(vi) All decisions of the National Executive Committee shall be made by a majority of the votes cast at the meeting unless otherwise provided by these Rules. The votes cast by members of the National Executive Committee shall be on a card system and the value of the vote cast by any member of the National Executive Committee, including National Officers, shall be determined in the same way, the necessary changes being made as the value of a vote cast by delegates to the National Conference with National Officers being included in the Division from which they derive. Provided that in the calculation of votes cast by members of the National Executive Committee herein, no member of the National Executive Committee who is not entitled to attend and/or vote at the National Executive Committee meeting shall be included as a member for the purposes of the aforesaid calculations.

15 - NATIONAL EXECUTIVE

(i) (a) There shall be a National Executive composed of the National Executive Committee, as defined in these rules, and the principal officer of each Divisional Branch of the Union that is not otherwise a member of the National Executive Committee. Provided that any such Principal Officer of a Divisional Branch shall not be entitled to attend and/or vote at any meeting of the National Executive or vote on any issue before the National Executive if such Principal Officer is not entitled to attend and/or vote, in that capacity, the Divisional Executive of the Division to which the Divisional Branch is attached.

(b) Provided that in the case of the Manufacturing Division for purposes of this sub-rule a reference to the Principal Officer of a Divisional Branch shall be a reference to the District Secretary of a District of that Division, the Senior Vice President (TCF) and the additional Divisional Assistant Secretary established pursuant to Rule 44 of the Manufacturing Divisional Rules.

(c) Where a Division has at least one woman who is a Full Time Elected Officer who is not otherwise entitled, under these Rules, to be a member of the National Executive, that Division is entitled to one National Executive (Female Affirmative Action) position on the National Executive.

(i) The National Executive (Female Affirmative Action) position for each Division may only be filled by a woman from that Division who is a Full Time Elected Officer who is not otherwise entitled to be a member of the National Executive;

(ii) Where there is more than one woman from a Division who is a Full Time Elected Officer who is not otherwise entitled under these Rules to be a member of the National Executive, and who is therefore eligible to fill the National Executive (Female Affirmative Action) position, the Divisional Executive of that Division shall determine which eligible officer shall fill the position.

(iii) Provided that, once nominated by the Divisional Executive, the Branch or District Executive (if the woman is a Branch or District Officer) must endorse the nomination of that Officer to the National Executive.

(ii) The National Officers (other than the office of National Vice President held by the Divisional National Presiding Officer of The Maritime Union of Australia Division) shall be elected, except in the case of any vacancy occurring or arising between general elections, by and from the National Collegiate in 1994 and every subsequent four (4) years thereafter and shall hold office until their successors are elected.

(iii) Following the Divisional Conferences in 1993 and the Divisional Conferences following the general elections every four years thereafter the National Executive shall appoint a person as Returning Officer, who shall not be the holder of any office in, and shall not be an employee of, the Union or of any Division, Branch, Divisional Branch or any section of the Union. Such Returning Officer shall have the conduct of the election of the National Officers in accordance with these Rules.

(iv) The National Executive shall, unless its actions are overturned by the National Conference, have the care, control, superintendence, management and administration in all respects of the affairs, business, national funds and property of the Union and shall have and may exercise no more and no less than all of the powers of the National Conference and, without limiting the generality of the foregoing may:

(a) Interpret and enforce the general policy of the union as decided by National Conference.

(b) Control and conduct the business and affairs of the union while National Conference is not in session.

(c) Appoint the editor of any national union journal and manage and control the policy of such journal.

(d) Hear and decide any appeal from any Division or Branch. Reasonable notice of the time and place of the hearing shall be given to all parties involved, who shall be given an opportunity of being heard.

(e) Settle disputes between Divisions or Branches. Any Division or Branch concerned shall be given reasonable notice of the meeting and an opportunity of being heard before any settlement is effected.

(f) Expend such moneys by way of ordinary expenditure as may be necessary.

(g) Submit any matter to the members for decision by ballot.

(h) Ensure that officers, committee members, delegates or members and Divisions and Branches carry out the rules and decisions of the Union and subject to Rule 19 impose penalties [i.e. fines not exceeding the sum of one hundred dollars], suspension, expulsion or dismissal from office, upon any officers, members, representatives, committee members or delegates for knowingly refusing to comply with the rules or the decisions of the National Conference or the National Executive.

Provided that the rules, the decisions of National Conference or the National Executive are available to members in the minutes of the National Conference or the National Executive and the registered rules of the Union at each Branch office. No penalty shall be imposed unless -

* The officer, member, representative, committee member or delegate concerned has been summoned to attend the meeting seven (7) days prior to the meeting;

* Particulars are given in the summons of the offence alleged, including the time and place it was alleged the offence was committed;

* The member is afforded an opportunity of being present at the hearing and of being heard in the member's own defence, including an opportunity to cross-examine and to give and call evidence.

Period of suspension imposed under these rules shall not exceed six months.

(j) Subject to rules relating to the autonomy of divisions, take such action as may be necessary to secure the satisfactory working of any Division or Branch or Divisional Branch in the event of the affairs of that Division, Branch or Divisional Branch being so conducted as to affect the proper functioning of the Union, as a registered organisation, or as to make the Union liable for a breach or breaches of the Act or the RO Act. Subject to Rule 19 herein, such action may include the suspension or dismissal of all or any members holding positions in, or for, a Division or Branch and the appointment of a member of the National Executive or any other member or members of the Union to conduct the affairs of the such Division, Branch or Divisional Branch.

(k) Control and supervise the work of the National Officers of the union.

(l) All decisions of the National Executive shall be made by a majority of the votes cast at the meeting unless otherwise provided by these rules. The votes cast by members of the National Executive shall be on a card system and the value of the vote cast by any member of the National Executive, including National Officers, shall be determined in the same way, the necessary changes being made as the value of a vote cast by delegates to the National Conference with National Officers being included in the Division from which they derive. Provided that in the calculation of votes cast by members of the National Executive herein, no member of the National Executive who is not entitled to attend and/or vote at the National Executive meeting shall be included as a member for the purposes of the aforesaid calculations.

(m) A loan, grant or donation of an amount exceeding $1,000 shall not be made by this Union unless the National Executive -

(a) has satisfied itself -

* that the making of the loan, grant or donation would be in accordance with the other rules of the Union; and

* in relation to a loan - that, in the circumstances, the security proposed to be given for the repayment of the loan is adequate and the proposed arrangements for the repayment of the loan are satisfactory; and

(b) has approved the making of the loan, grant or donation.

(n) Subject to Rule 25, make, alter and rescind any of the rules of the Union, including Branch Rules, Divisional Rules and Divisional Branch Rules;

(o) Affiliate to any body on behalf of the Union, or, if any Division objects to any affiliation to affiliate on behalf of those Divisions which do not so object;

(p) appoint representatives of the Union to any body;

(q) to affiliate to the Australian Council of Trade Unions and appoint representatives thereto on the basis of proportional representation of each Division.

(r) confer life membership on a member of the Union.

(v) All acts and decisions of the National Executive shall have full force and effect and full validity unless and until such acts or decisions are reversed or amended by the National Executive or the National Conference.

15A – MEETING OF NATIONAL EXECUTIVE

(i) A meeting of the National Executive is to be called:

(a) when the National Executive or National Secretary determine; or

(b) at the written request of:

(i) the National President; or

(ii) six (6) members of the National Executive,

(ii) A meeting under sub-rule (i) will be held at the time and place as the National Executive or National Secretary determine, and the National Secretary will give notice of the meeting as is practicable, provided that not less than 24 hours' notice is given.

(iii) Where a request is made under paragraph (i)(b), the National Secretary must:

(a) ensure the meeting of the National Executive is held no more than seven (7) days following the receipt of the request;

(b) give notice to the members of the National Executive within three (3) days following the receipt of the request of the time and place the meeting, provided that not less than 24 hours' notice is given; and

(c) provide the notice under paragraph (b) by:

(i) email;

(ii) telephone; and/or

(iii) verbally,

provided that a notice given under sub-paragraph (i) or (ii) must be promptly confirmed by email.

(iv) The quorum for a meeting of the National Executive is six (6) members of the National Executive.

(v) A meeting of the National Executive is to be conducted by a method by which the members of the National Executive can communicate with each other, provided that the National Secretary must take all reasonable steps to ensure that the meeting is secure to the members of the National Executive.

(vi) An out of session ballot of the National Executive may be conducted where the National Secretary considers that a matter needs to be dealt with expeditiously by a ballot of the National Executive.

(vii) Without limitation to sub-rule (vi), the:

(a) the National President; or

(b) six (6) members of the National Executive,

may, in writing, direct the National Secretary to conduct an out of session ballot of the National Executive, where the National President or the six (6) members of the National Executive (as the case may be) consider a matter needs to be dealt with expeditiously by a ballot of the National Executive.

(viii) An out of session ballot, under this rule, is to be conducted by means of:

(a) e-mail;

(b) computer link;

(c) text message;

(d) other electronic communication; and/or

(e) a mixture of those means.

(ix) Where an out of session ballot of the National Executive is directed under sub-rule (vii):

(a) the National Secretary must put the matter for determination to a ballot within three (3) days following the receipt of a direction under sub-rule (vii);

(b) the ballot under paragraph (a) must close seven (7) days following the receipt of the direction under sub-rule (vii);

(c) six (6) members of the National Executive casting a ballot in the time limited under paragraph (b), constitute a quorum; and

(e) determination of the ballot will, unless these rules otherwise require, be in accordance with rule 15(l).

16 - ELECTION OF NATIONAL OFFICERS AND NATIONAL EXECUTIVE COMMITTEE MEMBERS

(i) The National Officers (other than the office of National Vice President held by the Divisional National Presiding Officer of The Maritime Union of Australia Division) shall be elected by and from the National Collegiate, namely the delegates to all of the Divisional Conferences of the Union (howsoever described in the Divisional Rules) and the ballot for such positions shall be a secret postal ballot of delegates to all Divisional Conferences conducted, the necessary changes being made, in accordance with Rule 17 of these rules.

Provided that, on and from 1 July 2024, the Divisional Secretary of the Construction and General Division, the Divisional Secretary of the Manufacturing Division, and the Divisional National Secretary of The Maritime Union of Australia Division shall between them hold the positions of National Secretary, National Assistant Secretary and National Presidenty.

Further provided that, there shall be one National Vice President from each Division who shall be nominated by and from their own Divisional Conference except in the case of The Maritime Union of Australia Division, where the National Vice President from that Division shall be the Divisional National Presiding Officer.

(ii) If the nominations are equal to the number of positions to be filled the Returning Officer shall forthwith declare candidates elected. An officer shall not hold more than one position on the National Executive or National Executive Committee.

(iii) If there are more candidates than the number required for filling the office/s the Returning Officer shall prepare voting papers and conduct the ballot.

(iv) The Returning Officer shall declare the result of the ballot as soon as the count is completed. In the event of a tie, the Returning Officer shall determine the result by declaring a candidate who currently holds the office being contested being elected, should no candidate currently hold the office the Returning Officer shall declare the result by casting lots.

(v) Except in so far as any Act from time to time provides otherwise, whenever any member has been declared elected to any office the member declared to be elected to such office, notwithstanding any defect or irregularity which may have occurred in or in connection with the calling for and dealing with nominations or the conduct of a ballot shall be recognised as validly holding such office.

(vi) A National Executive member and National Executive Committee member and National Officer shall hold office until a successor to such person is elected.

(vii) (a) Where a vacancy occurs in any office under these rules for any reason whatsoever including but not limited to the death, resignation, retirement or dismissal of any officer, such vacancy may be filled by appointment by the Divisional Executive to which the office or officer relates provided that the person so appointed shall hold office for as much of the unexpired part of the term of the office as does not exceed the greater of twelve months or three quarters of the term of the office. Further provided that in the case of a vacancy in one or more of the National Officer positions, the National Executive may fill such office by appointment from those members of the National Executive Committee who are otherwise eligible to hold the vacant office.

Provided however that any such appointment/s shall ensure that each Division maintains its representation of two (2) officers amongst the National Officers.

(b) Where the unexpired part of the term of office exceeds that specified in this sub-rule, the Returning Officer shall conduct an election of delegates to all Divisional Conferences to fill the vacancy and the person elected shall hold office for the remainder of the term of office.

(c) Such election shall, the necessary changes being made, be in accordance with Rule 17 (iii) hereof.

(viii) The Returning Officer in any election shall declare the result to members of the National Executive and may do so by email, post, letter, telephone, facsimile, verbally or by any other electronic means as soon as the count is completed.

(ix) In any ballot of the National Collegiate for the election of National Officers, the representatives of each of the Divisions shall cast votes proportionate to the membership of their respective Divisions determined in the same way, the necessary changes being made, as votes cast by delegates to the National Conference in accordance with Rule 13(iii) and (iv) herein.

(x) In conjunction with the conduct of the election of the National Officers, the Returning Officer shall also conduct an election in the Divisional Conferences of the Union, where necessary, for the National Executive Committee members to be elected by and from the relevant Divisional Conference having regard to Rule 14(i).

(xi) The elections held in accordance with sub-rule (x) shall be conducted in accordance with sub-rules (ii) to (v) and (viii) with the necessary changes.

17 - ELECTION OF DELEGATES TO DIVISIONAL CONFERENCES

(i) This Rule shall not apply to The Maritime Union of Australia Division.

(ii) The method of electing Divisional Branch delegates to Divisional Conference shall be in accordance with the Rules of the Division every four (4) years in conjunction with the Divisional Branch elections. Such election shall be by direct ballot of the financial members of each Divisional Branch.

(iii) When an election is required to be conducted by these rules the Divisional Branch Executive shall appoint a Divisional Branch Returning Officer who shall not be the holder of an office in and shall not be an employee of, the Union or of any Division, Branch, Divisional Branch or sub-Branch or section of the Union.

(iv) Except in the case of the Manufacturing Division elections for Divisional Branch Delegates to Divisional Conference shall be in accordance with the following provisions:

(a) The method of electing Divisional Branch delegates to Divisional Conference shall be by secret postal ballot of the whole Divisional Branch financial members entitled to vote in such elections, which shall be held every four (4) years in conjunction with the Divisional Branch elections.

(b) When an election is required to be conducted by these rules the Divisional Branch Executive shall appoint a Divisional Branch Returning Officer who shall not be the holder of an office in and shall not be an employee of, the Union or of any Division, Branch, Divisional Branch or sub-Branch or section of the Union.

(c) The Divisional Branch Returning Officer shall have the conduct of such elections in accordance with these rules. Where practicable such election to be conducted in conjunction with Divisional Branch election of Officers.

(d) A Divisional Branch Returning Officer may, at any time in writing, resign his or her position and shall resign if they desire to become a candidate at any elections held under the rules of the Union.

Any casual vacancy of a Divisional Branch Returning Officer shall be filled by the Divisional Branch Executive.

(e) That nominations are called in accordance with the rules of the Division.

(f) Any member of the Divisional Branch who is financial at the time nominations are called and has had not less than three years financial membership of the Union may nominate for the position of Divisional Branch delegate to Divisional Conference.

For the purpose of this rule and for the purpose of all provisions of the rules of the union relating to financial membership and the length of financial membership or length of membership, membership of an organization amalgamating with the union or which has amalgamated with the union shall be counted for all purposes as membership of the union and financial membership of this union or a union amalgamating with this union for all purposes. This provision relates to all rules of the Union relating to the membership, or length of financial membership, or length of continuous membership in the Union or in any Division thereof.

(g) That the nominations process, closure and receiving of, are in accordance with the rules of the Division.

(h) Candidates may include with their nomination form a statement or joint statement not exceeding 200 words containing only the candidate's personal history and only the candidate's policy statement or joint statement.

(i) (deleted)

(j) The Divisional Branch Returning Officer shall examine all nominations to ensure that they are in order and if any nominations are found to be defective the Divisional Branch Returning Officer, before rejecting the nomination, shall notify the person concerned of the defect and where practicable to do so give them the opportunity of remedying the defect within a period of not less than seven (7) days after being so notified.

(k) If at the closing date for nominations only sufficient nominations have been received by the Divisional Branch Returning Officer to fill any vacancy or vacancies the Divisional Branch Returning Officer shall thereupon declare the person or persons so nominating elected and supply forthwith a report of the declaration of the ballot to the Divisional Conference and candidates by submitting a Divisional Branch Returning Officers report to the National, Divisional, Divisional Branch, and Branch Secretaries.

(l) If all nominations are received and there are more nominations than there are vacancies the Divisional Branch Returning Officer shall conduct a draw for positions on the ballot paper and shall notify candidates of the time and place of the draw in sufficient time for a candidate or their nominee to attend the draw; such attendance shall be at the candidate's own cost and expense.

(m) The Divisional Branch Returning Officer shall forthwith have printed ballot papers in sufficient quantities to enable them to supply a ballot paper for each member eligible to vote in the election and secure a certificate from the printer as to the number printed.

(n) Such ballot papers shall have printed thereon only the title of the office to be filled, method of voting and the name of the candidates for such office and a space for the required vote to be registered, provided however that where more than one candidate is required to be elected the number to be elected shall be printed on the ballot paper. The position of the names of each candidate on the ballot paper shall be in order of the draw of positions for that ballot.

(o) Where a ballot is required, the Divisional Branch Secretary of the Divisional Branch concerned shall provide, within thirty five (35) days of the closing of nominations, a certified list of financial members entitled to vote to the Divisional Branch Returning Officer.

(p) The Divisional Branch Returning Officer shall, in accordance with the Rules of the Division, on a date which will enable the ballot paper to be posted not later than fourteen clear days before the closing date of the ballot, send by post to each member eligible to vote in the election at their address appearing on the list of members eligible to vote supplied to the Divisional Branch Returning Officer by the Divisional Branch Secretary the following documents/materials only:-

(i) a ballot paper initialled by the Divisional Branch Returning Officer in respect of each office to be filled at the election for which the member is eligible to vote.

(ii) a declaration envelope in such form as is prescribed by Regulation 5 of the RO Regulations.

(iii) a prepaid envelope in such form as is prescribed by Regulation 6 of the Workplace Relations (Registration and Accountability of Organisations) Regulations 2003.

(iv) such printed instructions necessary for the completion of each of the ballot papers enclosed and any other instructions that the Divisional Branch Returning Officer may consider necessary.

(v) The candidate's statement provided for in accordance with sub-rule (h) of this rule.

(vi) provided that the Divisional Branch Returning Officer shall post to each member eligible to vote by mail all ballot papers, in accordance with the Rules of the Division.

(q) For the purpose of the election the books of the Divisional Branches shall be deemed closed in accordance with the rules of the Division.

(r) That the opening and closing of the ballot shall be in accordance with the rules of the Division.

(s) The Divisional Branch Returning Officer shall collect the returned ballot papers from the post office box and deposit them in a ballot box kept at the post office or at the office of the Australian Electoral Commission until the commencement of the count of the ballot.

(t) At the conclusion of the ballot the ballot box shall be picked up by the Divisional Branch Returning Officer at a time reasonable notice of which has been given to the Scrutineers and taken to the Divisional Branch rooms or to the office of the Australian Electoral Commission and be opened in the presence of the Scrutineers and counting shall then proceed. If it is necessary to interrupt the count for any purpose the papers shall be sealed in the ballot box to which any seals may be fixed by a Scrutineer.

(u) Any candidate at their own expense, may appoint a financial member of the union to act as their Scrutineer by notification in writing to the Divisional Branch Returning Officer. Any Scrutineers so appointed may be present at any stage of the counting of the ballot provided that the Divisional Branch Returning Officer is also present.

(v) The Divisional Branch Returning Officer shall proceed to count the ballot on the preferential system provided for in this rule, and the candidate or candidates receiving the necessary quota shall be declared elected. The counting of the ballot shall commence no later than on the first working day after the closing of the ballot and shall be completed as soon as is practicable.

(w) In the case of an equality of votes for any two or more candidates the Divisional Branch Returning Officer shall determine which of the candidates is elected, by declaring the candidate who currently holds the office being contested being elected, should no candidate hold the current office the Returning Officer shall declare the result by casting lots.

(x) The Divisional Branch Returning Officer shall declare the successful candidates elected and notify the National, Divisional and Divisional Branch Executive of the result of the ballot. The Divisional Branch Executive shall issue instructions for the publication of same in their minutes and in the journal or newspaper of the Divisional Branch. The Divisional Branch Returning Officer shall also notify each successful candidate by post and publish their names in at least one daily newspaper circulating in the Branch area. The date of completion of the ballot shall be the date of the declaration thereof.

(y) The successful candidate/s shall become the Divisional Branch delegate to the Divisional Conference.

(z) Should a vacancy occur of a Divisional Branch delegate to Divisional Conference Rule 13 sub-rule (vi) shall apply.

(aa) Any accidental or unavoidable omission or error in the carrying out or observance of this rule shall not invalidate an election if such omission or error appears not to have affected the result of an election.

(bb) In any election the Divisional Branch Returning Officer and any Scrutineer shall do all things necessary to preserve the secrecy of the ballot and shall conduct themselves in a sober, proper

and impartial manner. Scrutineers shall, as far as practicable, be given the opportunity to be present at all stages of the ballot. They shall obey any directions given to them by the Divisional Branch Returning Officer. If any Scrutineers or Scrutineer are not present at any stage or stages of the ballot the Divisional Branch Returning Officer may proceed nonetheless.

(cc) Definitions:

"Preferential Voting" shall mean a system of voting in which the voter shall place the number 1 in the square opposite the name of the candidate for whom the voter gives as their first preference, and shall place the number 2, 3, 4 (and so on as the case requires) in the squares opposite the names of all the remaining candidates so as to indicate the order of the preference for them. In a ballot by the preferential system the valid ballot papers shall be separated into separate parcels, each such parcel containing all those papers on which first preference is indicated for the same candidate. If on the first count a candidate receives an absolute majority of first preference votes of total valid votes cast they shall be declared elected.

If no candidate has received an absolute majority of first preference votes the candidate with the fewest first preference votes shall be excluded and the ballot papers on which a first preference is indicated for such candidate shall be counted to the remaining candidates next in the voters' order of preference. If a candidate has then an absolute majority of votes they shall be elected, but if no candidate then has a majority of votes the process of excluding the candidate who has the fewest votes and the distribution of the voters' preferences shall continue until one candidate has received an absolute majority of votes. In cases where more than one position is to be filled the numbers placed opposite the candidates' names up to the number of positions to be filled shall be first preference votes and the procedure in respect to the distribution of preference shall be the same as is above prescribed where a ballot is for a single position. The candidates or candidate, as the case may be, who has received an absolute majority of votes shall be elected.

(dd) Those elected shall take office from 2 January in the year following the election.

(ee) This election rule shall apply to all divisions (except the Manufacturing Division) from 1996 and 1996 shall be the first year of such general elections.

18 - DIVISIONAL EXECUTIVE ELECTION

(i) This Rule shall not apply to The Maritime Union of Australia Division and the Manufacturing Division.

(ii) There shall be a Divisional Executive composed in accordance with Divisional Rules and elected in accordance with such Divisional Rules.

(iii) Every Divisional Executive shall be elected either:

(a) by and from the Divisional Conference; or

(b) by direct ballot of the financial members of the Division.

(iv) The Divisional Officers at a national level shall be members of that Divisional Executive.

(v) The position of delegate to National Conference is to be held by the same person as is holding the position as Divisional Branch member of the Divisional Executive and the election to one position is to be an election to the other position, a removal from one position shall be a removal from the other and they are, for all purposes under these rules to be one and the same person and/or position.

19 - REMOVAL OF OFFICERS

Any Officer may be removed from office by majority decision of the National Executive, provided that such officer shall not be dismissed from office unless found guilty, in accordance with the Rules of the Union, of misappropriation of funds of the Union or a substantial breach of the Rules of the Union or gross misbehaviour or gross neglect of duty or has ceased according to the Rules of the Union to be eligible to hold office.

Any officer so removed from office shall have the right of appeal to the National Conference. In the event of the appeal being upheld the National Conference may order reinstatement to apply on such conditions as it considers the circumstances warrant.

In the event of the re-election of an Officer removed from office under this rule, such officer shall be reimbursed by a payment of monies that represent the difference between such salary the officer would have received had the officer not been removed from office and the amount of salary the officer received during the period the officer was removed from office.

20 - REFERENDA

1. On a decision of a majority of Divisions or Branches or Branches whose membership constitutes a majority of the members or on receipt of a petition signed by not less than 10 per cent of the financial members of the Union, the National Executive shall take a referendum of the whole of the members of the Union upon the matter or matters in the decision of the Divisions or Branches or in the petition. A decision reached by a majority of the actual votes recorded shall be binding on the Union and the members of the Union provided that the decision shall not affect the autonomy of any Division.

2. National Executive or National Conference may at any time of its own motion take a referendum of the whole of the members of the Union upon any matter it thinks fit.

3. The referendum referred to in this rule shall be conducted as follows:

   National Executive shall:

   Determine the question to be submitted to the members and the form of the ballot paper.

   Fix the times for the despatch and return of ballot papers and give the necessary instructions for printing of same.

   Appoint a National Returning Officer and National Scrutineer in conjunction with Divisional Branch Returning Officers to conduct the ballot.

   No material other than that authorised by the National Conference or National Executive shall be enclosed in the envelope in which the ballot paper is posted to the member.

   In all other respects the referendum shall be held as nearly as practicable in the manner provided for the holding of elections of Divisional Branch delegates to Divisional Conference as set out in Rule 17 (iii) except that the roll of voters shall be the financial membership at the end of the calendar month immediately preceding the holding of the referendum.

21 - VACANCIES IN OFFICE

Where in accordance with the Rules of the Union, a National Officer ceases to hold office as the Divisional Officer entitled to hold a position as National Officer under Rule 16(i) hereof, such officer shall on and from the same time cease to hold office as a National Officer. Provided that the member who replaces such a person in the Divisional Officer's position shall also fill the vacancy created in the position of National Officer until such time as the National Officer's position can be filled in accordance with the rules governing casual

vacancy. Provided further if the office of National Secretary becomes vacant the National Executive shall appoint a person, eligible under the rules to be elected to the office, to perform the functions and obligations of the office of National Secretary until such time as the National Secretary's office can be filled in accordance with the rules governing casual vacancy.

22 - DUTIES OF OFFICERS/MEMBERS

1. The following sets out the duties of the National Officers outlined herein.

2. National President:

   The National President shall preside at meetings of National Conference, National Executive and meetings convened by National Conference or National Executive if it is possible to be present.

   The National President shall have a deliberative vote only.

   The National President shall perform all duties assigned to him/her by the National Conference or National Executive and shall be responsible with the National Secretary for the allocation of duties and responsibilities arising from decisions of the National Conference or the National Executive.

3. National Secretary:

   The costs of the office of the National Secretary shall be borne by the Union.

   The National Secretary shall be responsible for the general correspondence of the Union, National finance, filing of documents, industrial returns and the carrying out of decisions made by National Conference or National Executive.

   The National Secretary shall have the power, subject to decisions of the National Executive and/or National Conference, to appoint, control and dismiss the clerical, industrial, research and accountancy staff of the National Office and allocate duties and responsibilities within the National Office.

   The National Secretary shall have prepared a properly audited financial statement of receipts and payments and all the funds and effects of the National Office, together with a statement of the assets and liabilities of the National Office for the year ending 31st December in each year.

   Such financial statement shall be presented to the National Executive for its approval and be published within the journal of the National Union.

   The National Secretary shall carry out such other functions as shall be determined from time to time by the National Conference or National Executive.

   The National Secretary shall be a member of each and every Divisional Executive and shall be for all purposes a full member of any Divisional Executive but shall not exercise a vote at any Divisional Executive of which such National Secretary is not, otherwise than under this Rule, a member.

   The National Secretary is responsible for the keeping of minute books in which are recorded proceedings and resolutions of meetings of the National Executive Committee, National Executive and National Conference,

4. National Assistant Secretaries:

National Assistant Secretaries shall perform all duties assigned to them by National Conference and National Executive. They shall attend all meetings of National Conference and National Executive.

5. [Deleted]

6. National Vice-Presidents:

The National Vice-Presidents may assist the National President in the conduct of meetings and in the absence of the President, one of their number as determined by the National Executive may act as President.

A National Vice-President shall carry out such other duties as shall be determined from time to time by the National Conference or National Executive.

7. Members of National Executive and Delegates to National Conference:

Members of National Executive and delegates to National Conference shall attend meetings of those bodies when summoned so to do.

8. Within the National Executive Committee and, subject to the Rules relating to card voting on certain committees, for all internal Union purposes, the National Principal Officers shall have, as between each and all of them, the same status. Each may perform different functions and may have different responsibilities in accordance with these Rules and/or decisions of the National Executive/National Conference not inconsistent with these Rules.

9. No officers, employees, delegates or members shall be required to do, or required to omit to do, any act in breach of legislation applicable to the Union.

10. Except as provided for by resolution of a committee of management of the Union (including any committee of management of a Division, Branch, Divisional or District Branch thereof), it shall not be part of the duties of any delegate/steward, officer or employee, including organisers, whether temporary or not, to threaten, initiate, counsel, procure, induce, be involved in, engage in or be party to industrial action as defined by the Act or the BCI(IP) Act or unlawful picketing within the meaning of the BCI(IP) Act.

23 - FUNDS AND PROPERTY

(i) Each Division shall pay to the National Office and/or National Conference of the Union, on a basis which is proportionate to the respective financial membership of each Division, an amount that is determined by the National Conference or National Executive to enable it to fulfil its functions.

Provided that each Division/Divisional Branch is responsible to meet all costs associated with the operation of its Division/Divisional Branch, including all costs associated with the attendance and participation by their representatives at meetings, including National Conference, National Executive Committee unless decided otherwise by the National Executive Committee.

(ii) A capitation fee or sustentation fee shall be paid by each Divisional Branch to the Division in accordance with Divisional rules.

(iii) Each Divisional Branch shall pay to the Branch of the Union for the geographic area covered by the Divisional Branch, a pro rata amount calculated on the basis of the proportion of financial members of the Branch in that Divisional Branch, an amount determined by the State Executive to enable it to fulfil its functions.

(iv) All moneys received by the National Office shall be paid to the credit of the Union on current account with a Bank or financial institution. All cheques shall be signed by two (2) persons who are a National Secretary, National Assistant Secretary, National President or two (2) National Executive members as nominated by National Executive resolution. All authorisations for the transfer and/or disbursement of funds shall be approved by two (2) persons who are a National Secretary, National Assistant Secretary, National President or two (2) National Executive members as nominated by National Executive resolution.

(v) All expenditure for ordinary purposes, namely, incurred in directly furthering the objects of the Union or in the expenses of management, may be disbursed by decision of the National Secretary and either the National President or National Assistant Secretary. Expenditure for other purposes authorised by the rules may be disbursed by a majority decision of the National Conference or National Executive.

(vi) The funds of the Union shall be under the control of the body which receives such funds pursuant to the Rules of the Union and such bodies shall deal with the funds on behalf of the Union. The funds and property of the Union shall be invested wherever possible in the name of the Union. Any moneys may have the name of the body controlling the funds added to the name of the Union. In the case of Divisions, money received by the Divisions shall be under the control of the body in that Division which, by the rules of that Division is given control and shall be invested in the name of the Union, subject to the last immediately preceding sentence hereof. Where it is not possible or convenient to hold property in the name of the Union the property shall be held in the name of trustees under the Rules of such bodies.

The funds of the Union may be invested in such securities as are permitted by the laws of any State of the Commonwealth for the investment of funds by trustees. Nothing in this sub-rule prevents the Union, a Division, a Branch or a Divisional Branch from entering into an agreement with a trade or industrial union or organisation of employees registered under any legislation of any State of the Commonwealth for the investment of funds on a joint basis or a basis on which the funds are held in common so long as the funds are treated, for all purposes, at least as funds of this Union or such of the funds as represent pro rata membership are so treated.

(vii) The funds or property of the Union, under the control of the National Office or Branch or Division or Divisional Branch in accordance with the rules of the Union, shall be under the control of the National Executive, or Branch or Division or Divisional Branch Committee of Management and/or Executive respectively.

(viii) Any fines, penalties, damages, costs or other sum(s) ordered by a court against the Union is, if the conduct of a Division's officers, employees, agents or members made the Union liable for such amount(s), to be funded by that Division.

24 - AUDITOR

The National Conference or National Executive shall appoint as auditor a competent person resident in the city in which the National Office is located who shall each year for the period ending 31 December audit the books and accounts of the Union and draw up a correct report on same.

The Auditor shall, in the report, draw attention of the National Executive to any deficiencies or other matters which the Auditor may think proper. The Auditor shall have full and complete access to all the books and documents of the Union.

For the purpose of this Rule a competent person shall have the same meaning as in the RO Act and the RO Regulations made thereunder.

Upon receipt by the National Secretary of a petition, signed by not less than 5% of the members of the Union, requesting that a general meeting of members of the Union be called for the purpose of considering the

auditor's report, the general purpose financial report and the operating report of the National Office, the National Secretary shall convene such meeting as soon as is practicable.

24A - POLICIES AND PROCEDURES - EXPENDITURE

(a) The Union shall develop and implement internal control policies and procedures relating to the expenditure of the Union, to ensure that the Union is conducted in accordance with the principles of good governance and to ensure accountability to members of the Union.

(b) Such policies and procedures shall be adopted by the National Executive and once adopted, shall be binding on all officers and members of the Union. Such policies and procedures must be identified in the resolutions of the National Executive as Rule 24A policies and procedures.

(c) Rule 24A policies and procedures must be published on the website of the Union with fourteen (14) days of their adoption.

(d) The provisions of sub-rules (a) to (c) herein shall apply, mutatis mutandis, to each Branch, Division and Divisional/District Branch of the Union.

25 - ALTERATION OF RULES

(a) The rules of the Union, or any of them, may be altered, rescinded, varied or made by the National Conference and/or National Executive. Proposals for alterations of rules may be forwarded by Divisions, Branches or any member of the National Executive or delegate to the National Conference and shall be forwarded to members and/or delegates with the notice calling the National Conference or National Executive, as the case may be, or so soon thereafter as is practicable. Provided that National Conference or National Executive may, in session, alter rules of which previous notice has not been given.

(b) Alterations to rules may be made, at the discretion of the National Secretary, by postal, telephonic, facsimile, email, written and/or any other means of communication as a ballot of National Conference or National Executive. Such a rule change will have the same effect as a change made in a session of the National Conference or National Executive.

(c) Notwithstanding the foregoing provisions of this rule, the rules of the Union and/or any of them may be repealed, altered and added to by the National Executive Committee on its own initiative and without any reference to National Conference or National Executive for the purpose of bringing rules into compliance with the Act , the RO Act or the Regulations thereto or to facilitate, assist in or give effect to an amalgamation decided upon by National Executive or National Conference or to overcome objections taken to an application by the Union for an alteration to its rules, for amalgamation or for registration under the RO Act.

(d) Provided that no rule change shall be effected without the approval of a Division, by either the National Conference, National Executive or National Executive Committee which affects the existence of that Division or interferes with its autonomy under these rules, including the internal structures of a Division.

26 - RULES BINDING ON MEMBERS, BRANCHES AND DIVISIONS

These National Rules and all the rules of the Union, and all alterations, additions or rescissions thereof or thereto, shall apply to and be binding on all Divisions, Branches, and Divisional Branches and all sections of the Union and on all members who now, or who may hereafter, belong to the Union until they are made or become null and void according to the law.

26A - COMPLAINTS BY MEMBERS

1. Any financial member of the Union may raise a complaint over the actions of another member or members (including officers).

2. The complaint may be about a member or members:

   a. refusing to obey the rules of the Union;

   b. refusing to obey a policy of the Union;

   c. refusing to abide by a resolution carried at a properly constituted meeting of a management committee which has relevant control or management over the member;

   d. obstructing any properly constituted meeting of a management committee;

   e. obstructing any officer or employee of the union in the course of his/her duties;

   f. Misappropriation of the funds of the Union;

   g. engaging in gross misbehaviour;

   h. engaging in gross neglect of duty;

   i. wrongfully and unreasonably holding out that he or she holds an office or position in the Union;

   j. making a false charge or complaint against a fellow member, including a complaint under this rule; or

   k. aiding or encouraging any other member or members in any of the matters referred to above.

3. Members shall not subject a member who has made a complaint under this rule to adverse treatment.

4. The complaint must be raised in writing to the National Secretary. The complaint must clearly identify the member or members the subject of the complaint and the relevant action or actions that gave rise to the complaint. If the complaint is about the conduct of the National Secretary then the complaint may be raised with another National Officer.

5. The National Secretary (or if another National Officer receives the complaint, that National Officer) and at least one of the National Assistant Secretary, or National President may refuse to accept a complaint if he or she considers the complaint to be trivial.

6. The National Secretary must refer the complaint to the National Executive Committee for the purpose of appointing an Investigator.

7. The National Executive Committee shall appoint an Investigator. The Investigator must be a member of the National Executive. The Investigator must not be an officer from the same Division as the member or members the subject of the complaint.

8. The Investigator shall investigate the complaint and provide a report to the National Executive Committee.

9. During the course of the investigation the Investigator may:

   a. interview members or officers for the purpose of the investigation, and
   b. require members or officers to provide documents relevant to the investigation.

10. Members will cooperate with the Investigator by attending interviews and providing all documents requested.

11. No one is entitled to legal representation during the investigation.

12. In the report the Investigator shall include his or her findings on the matters the subject of the complaint and include recommendations for action to be taken by the National Executive Committee. The Investigator may conclude that no action is necessary.

13. A copy of the Investigator's report shall be provided to the member who raised the complaint and to the member or members the subject of the complaint. Where the report recommends action against any member or members the member or members shall be given the opportunity to respond to the Report before the National Executive Committee considers any action.

14. Upon receipt of the Investigators report the National Executive Committee may take action in accordance with the recommendations of the Investigator's or take other action, as it considers appropriate.

15. Any decision of the National Executive Committee to take action against a member or members may be appealed to the National Executive.

16. The procedure in this rule shall apply in addition to any other procedure in the rules dealing with complaints about the conduct of members

27 - DIVISIONS

(i) There shall be Divisions of the Union established, in accordance with the Rules of the Union. Such Divisions shall be established on a basis of industry or occupation.

There shall be three (3) Divisions of the Union as follows:

(a) the Construction and General Division;
(b) the Manufacturing Division; and
(c) [deleted]
(d) The Maritime Union of Australia Division.

(ii) Each Division shall have autonomy to decide matters which do not directly affect the members of another Division without any interference by any other body within the Union, including but not limited to:

(a) The industrial interests of its members.

(b) The election of officers within the Division.

(c) Matters arising from the Objects of the Division.

(d) Structure of the Division.

(iii) Each Division shall have autonomy in relation to its funds and property.

(iv) Each Division shall have rules and have power to make, alter or rescind such rules, to be called Divisional Rules. Without limiting the generality of the foregoing paragraph, each Division shall have power to determine policy for that Division, not inconsistent with the rules and policy of the Union as decided by National Conference or National Executive.

(v) If there is any environmental matter that directly affects the employment of members of one Division only, then that Division whose members are so affected shall have the power to determine the policy of the Union on that matter.

(vi) Divisions, other than the Manufacturing Division, shall, in accordance with their rules, have Branches along a geographic, occupational or area basis which branches of a Division will be called Divisional Branches and may have more than one divisional branch in a State or Territory divided on a geographic or occupational basis.

(vii) Any Division may, in accordance with their rules, allocate any Branch of the Union or any other Divisional Branch of any Division of the Union the responsibility for a Divisional Branch or part of a Divisional Branch where it is, in the opinion of the Division not appropriate or economic to establish and/or maintain a separate Divisional Branch in that area.

(viii) Where any Division allocates any of its Divisional Branches to a Divisional Branch of another Division, the latter Divisional branch shall pay capitation fees to and be represented by the first mentioned Division on the basis of the number of members so allocated.

28 - BRANCHES

(i) There shall be branches of the Union in the States of Queensland (including the Northern Territory), New South Wales, Victoria, Tasmania, Western Australia, South Australia, and in the Australian Capital Territory, and in such other States or places as may be decided.

Provided that it shall be open to the National Conference or the National Executive to abolish any Branch.

Such Branches shall have the function of co-ordinating Divisional Branches at a State or Territory level, dealing with matters affecting only that State and more than one Division and any other matter that Divisions or Divisional Branches agree should be dealt with by such Branch.

(ii) Branches may make alter or rescind By-laws, not inconsistent with the Rules of the Union.

(iii) A Branch shall be bound by

(a) the decisions of the National Conference,

(b) National Executive and,

(c) in relation to any matter affecting one Division only, a Divisional Executive;

and Branch Officers shall be bound by directions of the National Executive Committee.

(iv) Provided that in the case of a decision of one Division affecting in any way the operation of a Branch, the Branch may appeal to the National Executive.

29 - AGREEMENTS WITH STATE UNIONS

(i) The Union, any Branch thereof may make agreements under s.151 of the RO Act with any State Union to the effect that members of the State Union shall be eligible for membership of this union.

(ii) The Union, any Division thereof, any Divisional Branch thereof, may take all and any step which, as a matter of practice or law, may overcome the separation of State Unions from any section of this Union with the same or substantially the same members and may take all or any step, including amalgamation to effect one union in the industry or industries covered by this Union.

30 - AGREEMENTS

(a) Subject to these Rules, any agreement may be executed by a National Secretary and either a National President, the National Assistant Secretary or a National Vice-President.

(b) Any agreement which directly affects the employment or conditions of employment of members of only one Division shall be executed by that Division in accordance with its rules.

(c) Any agreement which directly affects the employment or conditions of employment of members of only one Divisional Branch may be executed by the Divisional Branch in accordance with its rules.

(d) Any agreement which directly affects the employment of members of only one Branch may be executed by the Branch in accordance with its rules.

31 - CLAIMS AND INDUSTRIAL DISPUTES AND PROCEEDINGS

(a) Claims, logs of claim, demands and/or requests of the Union or any part thereof may be compiled, made, served and/or otherwise propagated by a National Secretary or National President or National Assistant Secretary or any person authorised by a National Secretary or National President or National Assistant Secretary so to do.

(b) A Divisional Secretary or Divisional Assistant Secretary (including the TCF National Secretary) or any person authorised by a Divisional Secretary or Divisional Assistant Secretary (including the TCF National Secretary) may make, compile, serve and/or otherwise propagate a claim, logs of claim, demands and/or requests of the Union in so far as it affects members of the Division of which the Divisional Secretary or Divisional Assistant Secretary (including the TCF National Secretary) is an officer. To avoid any doubt, such claims, logs of claim, demands and/or requests may affect, directly or indirectly, members of another Division so long as they are persons who are eligible to be members of the Division from which the Divisional Secretary or Divisional Assistant Secretary (including the TCF National Secretary) emanates.

(c) Any of the officers referred to in paragraph (a) or, subject to the limitations contained in paragraph (b) and the necessary changes being made, any of the officers referred to in paragraph (b), may submit, on behalf of the Union for conciliation or arbitration or both, or authorise the submission or institution on behalf of the Union, any claims, logs of claim, demands and/or requests or any industrial dispute arising therefrom or any other industrial dispute howsoever arising on behalf of the Union or otherwise institute any proceedings whatsoever on behalf of the Union.

(d) This Rule has effect notwithstanding any other Rule of the Union or any Division thereof and no claims, logs of claim, demands and/or requests, shall be invalidated, rendered void or otherwise treated as void or unauthorised if issued by a National President, National Secretary, National Assistant Secretary, Divisional Secretary or Divisional Assistant Secretary (including the TCF National Secretary), or any person authorised by any such officers and shall be taken for all purposes and at all times to be claims, logs of claim, demands and/or requests of the Union for all purposes. Provided that, the National Executive, National Conference or, in the case of a claim, logs of claim, demands and/or requests issued by a Divisional Secretary or Divisional Assistant Secretary (including the TCF National Secretary) or on such officer's authorisation, the relevant Divisional Conference or Divisional Executive may rescind and/or withdraw such claims, logs of claim, demands and/or requests and upon such decision of the National Conference, National Executive, Divisional Conference or Divisional Executive, as the case may be, the claims, logs of claim, demands and/or requests shall be withdrawn and thereafter treated as if it were null and void.

(e) The National Secretary, National Assistant Secretary, National President, Divisional Secretary and/or Divisional Assistant Secretary (including the TCF National Secretary) shall have full power to transact

all business and do or authorise all acts and things in connection with any dispute arising from any claims, logs of claim, demands and/or requests, howsoever made and by whomsoever made and such officer may delegate such functions either generally or specifically.

(f) [deleted]

(g) The taking of industrial action (within the meaning of the Act) or picketing or unlawful industrial action or unlawful picketing within the meaning of the BCI(IP) Act by members is not authorised by the Union without the consent of a committee of management of the Union (including any committee of management of a Division, Branch, Divisional or District Branch thereof).

Provided however that the preceding paragraph shall not restrict the right of a person or body duly authorised by such a committee of management to authorise industrial action in accordance with the Act.

32 - REGISTERED OFFICE

The registered office of the Union shall be the Office of the National Secretary and shall be at 500 Swanston Street, Carlton in the State of Victoria, or such place as National Conference or National Executive shall decide.

33 - REGISTERED OFFICER

(i) Without limiting the powers conferred by any State or Commonwealth law, the Union shall, while it remains corporate, sue and be sued by its corporate name and style.

(ii) The proper officer of the Union shall, for all purposes, be the National Secretary.

(iii) Nothing in this rule affects the operation of any other rule relating to the powers of a Division or Divisional Branch Secretary.

34 - DISSOLUTION

The Union shall not be dissolved unless all of the existing Divisions agree. Provided that a Division shall cease to exist wherever the number of financial members of that Division is reduced to less than one thousand (1,000) members.

Where a Division ceases to exist and the Union continues, the property of that defunct Division shall be vested in the Division to which the members of the defunct Division are allocated.

Where the Union is dissolved the property of the Union shall be vested in the trustees of each existing Division at the time of dissolution for the benefit of the members thereof on the basis that each such Division will continue to hold its own property and funds and any property or funds not vested at the time of dissolution in a Division shall be divided between the existing Divisions on a basis proportionate to the membership of each such Division.

35 - RECOVERY OF DUES

All claims for contributions, levies, fines, fees or liabilities of any kind due or payable to the Union by members may be sued for in the name of the Union by the National Secretary or by the Divisional Secretary, or Divisional Branch Secretary to which the member is attached, or by any other person or body authorised by the rules of the Union including the rules of any Divisional Branch or the Rules of any Division.

36 - LEVIES

(i) Levies may be imposed for the purpose of carrying out any of the objects of the Union and for assisting the members of this or any other Union or body having objects similar in whole or in part to those of this Union.

(ii) The amount of any levy shall be decided by a majority of the National Conference or National Executive and shall not exceed $50.00 and when so decided shall be binding on all members or sections of members as National Conference or National Executive may decide.

(iii) A Division or Divisional Branch may impose a levy on its members.

(iv) A levy may be of one specific sum, payable at one specific time, or may be for a weekly, fortnightly or monthly period, payable for a certain specific period.

All levies shall be added to contributions and shall be a first charge against all payments made by members of the Divisional Branch.

37 - VOTING OF NATIONAL CONFERENCE OTHERWISE THAN AT MEETINGS ASSEMBLED

(a) If the National Secretary shall consider it advisable to submit any matter, including the imposition of a levy or the alteration or rescission of a rule, to a vote of National Conference at any time when it is inconvenient to call National Conference together, the National Secretary may submit a resolution dealing with the matter to the delegates or members, by letter, telephone, email, in writing, by computer link and/or by any other means of communication or a mixture of these means.

(b) For ballots of the National Conference, a copy of such resolution shall, as soon as practicable thereafter, be sent to each Branch Secretary and each Divisional Secretary. The votes on such resolution shall be returnable to the National Secretary at such time as the National Secretary shall fix. The result of such vote shall be binding and enforceable in the same manner as a decision arrived at in meetings assembled.

(c) Provided that where no record can be kept of the vote and/or decision, such a record shall be created and a copy of that record sent to each person entitled to vote or, in the case of computer linkages, the record is such that it can be viewed and/or copied by the person entitled to vote.

(d) No amendment shall be allowed on any such resolution, but if it is negative any delegate may request the National Secretary to submit in a like manner a further resolution bearing on the same matter. In the event of the National Secretary being requested to submit more than one such resolution, the order in which same shall be submitted shall be in the absolute discretion of the National Secretary.

(e) The National Secretary shall keep a register of names and addresses of members of the National Executive and delegates to National Conference from the names submitted by Divisional Branch Returning Officers, Divisional Returning Officers and the National Returning Officer and such register shall be conclusive evidence of the correct name and address of such members and/or delegates.

(f) Divisional Secretaries and Divisional Branch Secretaries (as the case may be) shall within fourteen (14) days of the election of delegates to National Conference and members of the National Executive and/or National Executive Committee notify the National Secretary of their names and addresses.

38 - STANDING ORDERS

Motions - How Dealt With:

1. All motions shall be of an affirmative character and must be moved and seconded by delegates or members. Such motions become the property of Conference or Executive and can only be withdrawn by leave thereof. The discussion on any motion shall not exceed 60 minutes unless a majority of delegates or members present agree to an extension of time.

2. Unless a delegate or member rises to oppose a motion or propose an amendment thereto, the motion shall be immediately put to the meeting for decision.

3. A motion may be superseded at any time by another motion "that it be discharged from the agenda paper" or "that the next business be proceeded with" being resolved in the affirmative.

4. A motion may be amended at any time during the debate thereon always provided that the substance of the original motion be retained. If the amendment is carried it then takes the place of the motion.

5. Any number of amendments may be proposed and discussed with the motion. For the purpose of the debate the motion shall be the question before the chair. Amendments shall be put to the vote in the order in which they are received. If there is no further discussion, or if the motion "that the question be now put" is carried, the mover of the original motion may reply.

6. All motions shall be put to the meeting by the chairperson in a clear manner by asking for the "ayes" to vote first and then the "noes". The chairperson's decision as to which has the majority will be final unless a show of hands is called for. The chairperson shall then count the votes for and against the question.

   If the votes are equal the question is resolved in the negative.

7. A mover of a motion to be allowed 15 minutes to introduce and five minutes to reply. Other speakers 10 minutes unless a majority of the delegates or members present agree to an extension of time.

8. Right of Speaker: Any delegate desiring to speak shall rise and address the chairperson. If two or more delegates or members rise at the same time the chairperson shall call upon the one who, in the Chairperson's opinion, first rose. Provided that no delegates or members can speak more than once upon any question (which shall include the original motion and all amendments thereto) before Conference or Executive, except -

   (a) In reply as the mover of the original motion.
   (b) In explanation or correction of some matter during the debate.
   (c) Upon a point of order raised during the debate.
   (d) Upon a resolution being carried "that the delegate now be heard".

9. A delegate or member will not be held to have spoken who simply used the words "I second the motion" or "amendment", as the case may be; but for the purpose of debate shall be considered the second speaker in favour of the proposal seconded by that delegate or member.

10. No more than two delegates or members shall be allowed to speak for or against any question in succession. If at the conclusion of the second speaker's remarks no member rises to speak on the other side of the motion or amendment, it shall be put to the vote.

11. Any delegate or member speaking shall at once resume their seat -

    (a) If the chairperson rises to speak; or
    (b) If a point of order is raised.

    and shall not resume their speech until the point of order is decided.

12. No delegate or member may speak to any question after it has been put by the chairman or during the taking of the vote.

REPORTS

A report containing a recommendation may be discussed on a motion being moved for its adoption which, upon being carried, will signify the will of Conference or Executive thereon.

If the report contains any recommendation it shall be competent for a delegate or member to move a resolution arising out of and relative to the report to obtain the opinion of Conference or Executive on the matter.

ADJOURNMENT OF CONFERENCE OR DEBATE

A motion for the adjournment of Conference or Executive may be proposed at any time during the meeting thereof or for the adjournment of the debate, and shall be at once put to the meeting by the chairperson unless time is mentioned. An amendment to alter the time can be proposed upon a motion for adjournment only if time is mentioned as part of such motion and can apply thereto.

ADJOURNMENT OF STATED TIME

When a motion for the adjournment of a debate to any stated day or time has been carried, such motion shall not be abrogated unless with the consent of Conference.

CHAIRPERSON'S RULINGS

The chairperson's rulings on all points of order shall be final unless at the time a motion is carried that such ruling be disagreed with. When a motion to disagree with the ruling of the chairperson has been duly proposed and seconded, the chairperson shall leave the chair until the motion has been disposed of by Conference or Executive. The mover only shall speak to the motion and the chairperson may explain the reasons for the ruling given. The motion shall then be put to the meeting by the Vice-Chairperson.

SUSPENSION OF ORDER OF BUSINESS

It shall be competent by a majority vote of the delegates or members present for Conference or Executive to suspend the order of business.

SITTING AS A COMMITTEE

Conference or Executive may at any time, by a resolution agreed to by a majority of delegates or members present, resolve itself into a committee of the whole. The rules governing the business of Conference or Executive shall be observed when in Committee.

39 - ABSENTEE VOTING

If a member who is entitled to vote at any election held under these rules or any other rules of the Union will be absent from their usual address during a ballot such member may apply to the Returning Officer for a ballot paper to be sent to them at an address which they nominate.

40 - MANNER OF SUMMONING MEETINGS

The National Executive, the State Executive, a Divisional Executive or a Divisional Branch Management/Executive Committee may, in their absolute discretion, summon meetings of members over which they have authority and/or responsibility from time to time.

If such meeting is called notice shall be given in a union journal circulating in the area covering the members to which the meeting relates or in a mass circulation daily newspaper circulating in the area in which the meeting is to be held and such publication shall be issued at least fourteen days before the date of the meeting. The notice of such meeting shall specify the day, the date, the time and the place of such meeting.

41 - SPECIAL RULE AND AMALGAMATIONS

For all the purposes of the RO Act, as amended, and, without limiting the generality thereof, for the purposes of amalgamation of this organization with other organizations, the National Executive shall, notwithstanding any other rule to the contrary, be the Management Committee and shall be authorised to take all steps to effect an amalgamation and alter any rules for that purpose.

A vote of the National Executive for the above or any other purpose may be taken by the National Secretary by telephone, facsimile, post or other means of delivery of written text, or orally, or any combination thereof and such vote shall be an effective and binding decision of the National Executive.

The National Executive is empowered to delegate to any officer the task of implementing such amalgamation.

42 - TRANSITIONAL PROVISIONS – ORIGINAL AMALGAMATION

(i) **Upon Amalgamation**

On and from the date of amalgamation there shall be five (5) Divisions of the Union, being the Building Unions Division, the ATAIU Division, the UMW Division, the FEDFA Division and the FFTS Union Division. The Building Unions division shall be the former BWIU/Plasterers Division together with members and officers of the OPDU.

The Building Unions Division shall consist of those persons eligible and continuing to be eligible for membership of the union under Rule 2 (A) and (B), the ATAIU Division shall consist of those persons eligible and continuing to be eligible for membership of the Union under Rule 2 (C), the UMW Division shall be those persons eligible for membership and continuing to be eligible for membership of the union under Rule 2 (D) and the FEDFA Division shall be those persons eligible for membership and continuing to be eligible for membership of the Union under Rule 2 (E). The FFTS Union Division shall consist of all persons eligible and continuing to be eligible for membership of the Union under Rule 2(F) including all former members of the previously registered FFTS.

While the FFTS Union Division continues its separate existence, the demarcation between the FFTS Union Division and the other Divisions of the CFMEU shall be in accordance with the above demarcation on the basis of the status quo and custom and practice of coverage as it existed between the previously registered The Federated Furnishing Trade Society of Australasia and the CFMEU including therein demarcation disputes which have been determined by either State or Federal industrial authorities. Where any disagreement occurs between the FFTS Union Division and any other Division of the Union the matter shall be referred to the National Executive which shall determine the demarcation appropriate but such determination shall be based on the principles enunciated in this paragraph.

(ii) Upon amalgamation no person who was previously a member of either the CFMEU or OPDU or FFTS shall be liable for any entrance fee over and above the entrance fee already paid by such financial members.

(iii) **After Amalgamation**

Subject to any changes made by unanimous decision of the National Executive Committee following amalgamation, there shall be a restructuring of the Divisions on the following basis:

(a) There shall be created a restructured Mining and Energy Division which shall consist of all members of the union eligible to be members under Rule 2 (D) and all members, including members eligible under Sub-Rules 2 (A), (B), (C) and (E) employed in the Mining, Exploration and Energy Industries and all members employed in the County of Yancowinna:

(b) There shall be created a Forestry and Forest, Building Products Manufacturing Division (herein after referred to as the Forestry Division) which shall consist of all members of the union eligible to be members under Rule 2 (C) and all members, including members eligible under Sub-rules 2 (A), (B) and (E) employed in the following sectors of the industry (or occupations within them):

Forest and forest products industry,

Pulp and paper industry,

Timber and building related manufacturing industry including joinery, wall frame/roof trusses, furniture, aluminium windows, glass window manufacturing and any other sectors of manufacturing activity as agreed to between the ATAIU and the Building Unions and FEDFA Divisions of the union.

This sub-rule up until April 3rd 2000 shall be read subject to the agreement entitled CFMEU Forestry Division and CFMEU Construction & General Division Translation Agreement dated September 2nd 1998.

(c) There will be a Construction and General Division which shall consist of all members of the union employed in or in connection with the Construction industry (including shopfitting) and all other members of the Union not referred to in sub-rules (iii) (a) (b) and (d) herein.

(d) deleted

(iv) The transfer of members from any Division to any other Division in accordance with the restructuring proposals in sub-rule (iii) herein, shall be on terms as agreed to by the Divisions concerned in the transfer and sub-rule (iii) shall be used as the basis of an agreement.

(v) In the event of further amalgamations other Divisions may be established.

(vi) deleted

(vii) deleted

(viii) deleted

(ix) deleted

(x) Upon restructuring in accordance with this rule and on the transfer of members from one Division to any other Division an agreed number of officers of the Division from which the members are from shall transfer with such members, such officers to be agreed between the respective Divisions prior to transfer.

(xi) In any restructuring of any Division within the union the principle to be applied shall be that any officer or officers who, by agreement, are transferred to a Division from another Division as representative of or in conjunction with members so transferred shall be allocated positions on the appropriate decision making bodies of the Division of which such transferred Officer becomes a member. The determination of a position or positions referred to in this sub-rule shall have regard to the classifications and number of members transferred to a Division and the structure of the decision making bodies of the Division established in accordance with these Rules.

(xii) deleted

(xiii) deleted

(xiv) In this rule the CFMEU shall, where the context permits, mean the new CFMEU being the amalgamated organisation the Construction, Forestry and Maritime Employees Union and where not otherwise permitting shall mean the old CFMEU being the Construction Forestry and Mining Employees Union prior to amalgamation.

FEDFA where it is not referring to a division of the amalgamated organisation shall mean The Federated Engine Drivers' and Firemens' Association of Australasia.

OPPWF shall mean The Operative Plasterers' and Plaster Workers' Federation of Australia.

UMFA shall mean the formerly registered United Mineworkers' Federation of Australia.

ATAIU where not referring to a division shall mean the formerly registered Australian Timber and Allied Industries Union.

Qld shall mean Queensland.

BWIU where not referring to a division shall mean the formerly registered The Building Workers' Industrial Union of Australia.

NSW where appearing shall mean New South Wales.

WA where appearing shall mean Western Australian.

SA where appearing shall mean South Australian or South Australia as the context permits.

FFTS means, where it is not accompanied by the term "Union Division", The Federated Furnishing Trade Society of Australasia.

OPDU shall mean "The Operative Painters and Decorators Union of Australia".

BLF shall mean "The Australian Building Construction Employees and Builders Labourers' Federation".

(xv) (a) Where an amalgamation has occurred, on or after the amalgamation day, all assets and liabilities of the deregistered organisation or of an association with which a merger takes place shall cease to be assets and liabilities of that organisation or association and become assets and liabilities of this Union.

(b) For all purposes and in all proceedings, an asset or liability of a deregistered organisation or association existing immediately before the date upon which the amalgamation took effect is taken to have become an asset or liability of this Union on that day.

(c) All agreements existing at the respective dates of amalgamation and/or merger of all unions which have amalgamated to form the CFMEU shall be binding on the CFMEU on the basis that the CFMEU shall, to the extent possible, fulfil the obligations and obtain the benefits through the Division of the Union corresponding to the Union that entered the agreement, or, where there is no corresponding Division, corresponding to the Division into which the amalgamated union has merged. Any reference to any such agreement to any union which has or shall amalgamate and/or merge with this Union shall be taken to be a reference to this Union operating through the Division or Divisional Branch corresponding to the former union or into which the former union has merged. Any reference to any officer or body in the former union shall be taken to be a reference to the same officer or body in the Division corresponding to the former union or into which the former union has merged. Any reference

herein to the term "agreement" shall include, and be deemed always to have included, any instrument as defined in the Industrial Relations Act, 1988.

(d) For the purposes of the above and in accordance with the scheme of amalgamation in relation to each past amalgamation, the following shall be the rights and obligations of the Divisions and shall be deemed always to have been the case:

* The United Mineworkers Federation of Australia shall be and be deemed always to have been a union that corresponds to the UMW Division and/or the Mining and Energy Division;

* The Australian Timber and Allied Industries Union (ATAIU) shall be and be deemed always to have been a union that corresponds to the ATAIU Division and/or Forestry Division;

* The Federated Engine Drivers and Firemen's Association of Australasia shall be and be deemed always to have been a union that corresponds to the FEDFA Division;

* The Operative Plasterers and Plaster Workers Federation of Australia shall be and be deemed to be a union which has merged into what is now called the Building Unions Division of the CFMEU and any reference to an officer of the OPPWF shall be and be deemed always to have been always a reference to the corresponding office in the Building Unions Division, i.e. Federal Secretary shall be read Divisional Secretary, Branch shall be read as Divisional Branch, Branch Secretary shall be read as Divisional Branch Secretary in each case of the Divisional Branch of the Building Unions Division relevant thereto, etc.;

* The Federated Furnishing Trades Society of Australasia shall be and be deemed always to have been a union which corresponds to the FFTS Division of the CFMEU;

* The Operative Painters and Decorators Union of Australia shall be and be deemed to be a union which has merged into the Division now called the Building Unions Division of the CFMEU and any reference to the Operative Painters and Decorators Union of Australia shall be deemed to have been and be a reference to the CFMEU, Building Unions Division. Any reference to an officer or body of the OPDU shall be read as a reference to the office or body of the Building Unions Division of the CFMEU equivalent thereto, e.g. Federal Secretary shall be read as Divisional Secretary, Branch shall be read as Divisional Branch, Branch Secretary shall be read as Divisional Branch Secretary, Branch Assistant Secretary shall be read as Divisional Branch Assistant Secretary, etc.

* The Builders Labourers Federation shall be and be deemed to be a Union which has merged into the Division now called The Construction and General Division of the CFMEU and any reference to the Builders Labourers' Federation shall be deemed to have been and be a reference to the CFMEU, Construction and General Division.

(e) Where, after amalgamation there is more than one officer holding a position to which a reference is made in any instrument, as defined in the Industrial Relations Act 1988, the body or bodies within the Union to which the officer answers shall, unless the context of the instrument otherwise necessitates, decide which of the number of officers shall exercise the functions, rights and/or responsibilities referred to in the instrument. For example, where the reference is by virtue of the foregoing provisions to a Divisional Officer at the national level, the Divisional Executive shall decide which of the number of officers filling the positions shall exercise those functions, rights and/or responsibilities. Where the officer is, in accordance with the above, a Divisional Branch officer, the Divisional Branch Management Committee (or its equivalent) shall decide which of the number of officers shall exercise the functions, rights and/or responsibilities given to that officer in any such instrument.

(xvi) (i) Any reference in this Rule to BWIU/Plasterers Division or Building Unions Division shall, where the context permits, be taken to be a reference to the Construction and General Division;

(ii) Any reference in this Rule to ATAIU Division shall, where the context permits, be taken to be a reference to the Forestry Division;

(iii) Any reference in this Rule to UMW Division shall, where the context permits, be taken to be a reference to the Mining & Energy Division.

42A - DELETED

42B - MERGER WITH ABCE & BLF

(i) On and from 31 March 1994 the Australian Building Construction Employees and Builders Labourers Federation and, to the extent legally possible, the Australian Builders' Labourers' Federated Union of Workers - Western Australian Branch, the Australian Building and Construction Workers' Federation, the Australian Building, Construction Employees and Builders' Labourers' Federation (Queensland Branch) Union of Employees shall merge with and/or amalgamate with and/or into the CFMEU and become an integral, inseparable and inseverable part of the CFMEU and the Building Unions Division thereof.

(ii) On and from the day fixed for the amalgamation and/or merger in paragraph (i) herein, all assets and liabilities of the Australian Building Construction Employees and Builders' Labourers' Federation (the BLF) shall merge with the assets and liabilities of the CFMEU to be held and controlled in accordance with the rules of the CFMEU, by the Building Unions Division and/or Divisional Branches created by the Rules of the Union and shall be treated as if such assets and liabilities were, at all times, the assets and liabilities of the CFMEU. Such funds shall to the extent that prior to 31 March 1994 they were funds under the control of a BLF Branch, except in the case of the BLF Victorian Branch, be and become funds under the control of the respective Construction Labourers' Divisional Branch established consequent upon these Rules and, otherwise held by the Building Unions Division as Divisional Funds.

(iii) For all purposes and in all proceedings, an asset or liability of the BLF existing immediately before the day fixed for the amalgamation and/or merger is taken to have become and to have become and to have been at all times an asset or liability of the CFMEU on and from the day fixed for the amalgamation and/or merger. Provided that any liability of BLF Federal Fund to any Branch Fund or vice versa shall continue to be a liability of the Division or Divisional Branch Funds respectively.

(iv) On and from the day fixed for the amalgamation and/or merger an instrument in which the BLF is mentioned (other than the Builders' Labourers' Federation Cancellation of Registration Act, 1986 and the Builders' Labourers' Federation (Cancellation of Registration - Consequential Provisions) Act, 1986) continues in full force and effect. The instrument has effect, in relation to acts, omissions, transactions and matters done, entered into or occurring on or after the day fixed for the amalgamation and/or merger as if a reference in the instrument to the BLF were a reference to the amalgamated organisation. Provided that any instrument which is inconsistent with the Rules of the CFMEU shall have no force and effect except in so far as it prejudices the rights of a bona fide purchaser for value without notice.

(v) All officers of the CFMEU and BLF shall take all such steps as are necessary and/or desirable to ensure that the amalgamation and/or merger is fully effective including that holding of all necessary meetings, the passage of all necessary resolutions, the making of all necessary applications and the execution of all necessary documents to give effect to this agreement.

(vi) On and from the day fixed for the amalgamation and/or merger any and all members of the remaining branches of the BLF, if not already members of the CFMEU, shall be and become members of the CFMEU and be treated in the CFMEU as if all of the period of their membership in the BLF was

membership in the CFMEU (except as otherwise provided for in the specific rules dealing with the merger in the rules of the Building Unions Division).

(vii) On and from the day fixed for the amalgamation and/or merger there shall be a National Senior Vice-President (Builders Labourers) with the same status and standing as any other Senior Vice-President and whomsoever occupies the position of Divisional Senior Vice-President (Builders Labourers) shall be the National Senior Vice-President (Builders Labourers).

42C - AMALGAMATION WITH FBTPU

(i) On and from the date of amalgamation with the Federated Brick Tile and Pottery Industrial Union of Australia ("the FBTPU"), and notwithstanding the provisions of Rule 13(ii) herein, the Clay and Ceramics Industry Divisional Branch shall be entitled to two delegates to National Conference, one of whom shall be the Industry Divisional Branch Secretary and the other shall be the Industry Divisional Branch President.

(ii) On and from the date of amalgamation with the FBTPU, the Industry Divisional Branch Secretary of the Clay and Ceramics Industry Divisional Branch shall, ex officio, be a member of the National Executive of the CFMEU.

(iii) Delegates to the National Conference and National Executive of the Union from the Clay and Ceramics Industry Divisional Branch shall, for the purposes of determining the vote which they are entitled to exercise on those bodies in accordance with Rule 13(iii) herein, be taken to have derived from the Construction and General Division and shall be counted as members of the Divisional Executive of that Division.

(iv) On and from the date of amalgamation, the Clay and Ceramics Industry Divisional Branch shall be entitled to two delegates to the Divisional Conference of the Construction and General Division, one of whom shall be the Industry Divisional Branch Secretary and the other shall be the Industry Divisional Branch President (Honorary) of the Clay and Ceramics Industry Divisional Branch.

(v) On and from the date of amalgamation, the Industry Divisional Branch Secretary of the Clay and Ceramics Industry Divisional Branch shall, ex officio, be a member of the Divisional Executive of the Construction and General Division of the CFMEU.

(vi) The provisions of this rule shall not be altered or amended by the National Conference or National Executive or the Construction and General Division, Divisional Conference or Divisional Executive, whilst ever the Clay and Ceramics Industry Divisional Branch exists, without the consent of the Management Committee of the Industry Divisional Branch.

42D - DELETED

42E - TRANSITIONAL RULE – MUA AND TCFUA

(i) The provisions of this Rule shall apply notwithstanding anything elsewhere contained in the Rules of the Union.

(ii) This Rule is intended to enable the amalgamation of the Union with The Maritime Union of Australia (“MUA”) and the Textile, Clothing and Footwear Union of Australia (“TCFUA”).

(iii) For the purposes of this Rule, “amalgamation date” shall mean the date fixed in accordance with section 73 of the RO Act as the day on which the amalgamation of the Union, the MUA and the TCFUA takes effect.

(iv) This Rule shall take effect on the amalgamation date.

(v) On and from the amalgamation date, the Forestry, Furnishing, Building Products and Manufacturing Division shall be known as the Manufacturing Division.

(vi) This Rule shall be read in conjunction with Rule 68 of the Rules of The Maritime Union of Australia Division and Rule 44 of the Rules of the Manufacturing Division.

(vii) (a) On the amalgamation date, the National Officers of the Union shall be those National Officers holding office on the date preceding the amalgamation date together with one (1) International President the office of which shall be held by the Divisional National Secretary of The Maritime Union of Australia Division and two (2) additional National Vice Presidents. The office of one (1) additional National Vice President shall be held by the Divisional National Presiding Officer of The Maritime Union of Australia Division and the office of the other additional National Vice President shall be held by the TCF National Secretary.

(b) Provided that (other than the office of National Vice President referred to in paragraph (a) above held by the Divisional National Presiding Officer of The Maritime Union of Australia Division and the additional office of National Vice President referred to in paragraph (a) above held by the TCF National Secretary), the National Officers shall, unless they resign or are removed from office in accordance with the Rules of the Union, continue to hold office until 31 December 2018.

(c) The National Officers (other than the office of National Vice President referred to in paragraph (a) above held by the Divisional National Presiding Officer of The Maritime Union of Australia Division and the office of the additional National Vice President referred to in paragraph (a) above held by the TCF National Secretary) elected in 2018 shall commence office on 1 January 2019.

(viii) On the amalgamation date, the National Executive Committee shall consist of the National Officers referred to in sub-rule (vii)(a) above, those members of the National Executive Committee who were members of the National Executive Committee on the day preceding the amalgamation date and four (4) additional National Executive Committee members of The Maritime Union of Australia Division being the Divisional Deputy National Secretary, the two (2) Divisional Assistant National Secretaries and the Divisional Deputy National Presiding Officer.

(ix) On the amalgamation date, the National Executive shall consist of the National Officers referred to in sub-rule (vii)(a) above; the other members of the National Executive Committee referred to in sub-rule (viii) above, the other members of the National Executive who were members of the National Executive on the day preceding the amalgamation date together with the principal officers of each Divisional Branch of The Maritime Union of Australia Division that is not otherwise a member of the National Executive Committee and, in the case of Manufacturing Division, the Senior Vice President (TCF) and the additional Divisional Assistant Secretary established pursuant to Rule 44 the Rules of the Manufacturing Division.

(x) Casual vacancy

Any casual vacancy arising in respect of any office referred to in sub-rules (vii), (viii) and (ix) above shall be dealt with in accordance with Rule 16 (vii).

(xi) MUA Membership

On the amalgamation date, any period of membership and/or financial membership in the MUA in accordance with that Union's Rules prior to the amalgamation date, shall be deemed to be for all purposes a period of membership and/or financial membership of the Union. Any period of unfinancial membership in the MUA in accordance with that Union's Rules prior to the amalgamation date shall be deemed to be for all purposes a period of unfinancial membership of the Union.

(xii) TCFUA Membership

On the amalgamation date, any period of membership and/or financial membership in the TCFUA in accordance with that Union's Rules prior to the amalgamation date, shall be deemed to be for all purposes a period of membership and/or financial membership of the Union. Any period of unfinancial membership in the TCFUA in accordance with that Union's Rules prior to the amalgamation date shall be deemed to be for all purposes a period of unfinancial membership of the Union.

42F - TRANSITIONAL RULE – WITHDRAWAL OF THE MINING & ENERGY DIVISION

(i) Following withdrawal from amalgamation of the former Mining & Energy Division, there shall be a restructuring to remove that Division. The remaining divisions of the union will continue as provided for above.

(ii) The date of withdrawal will be the date that the Federal Court determines is the day on which the withdrawal is to take effect pursuant to section 109(1)(a) of the *Fair Work (Registered Organisations) Act 2009*.

(iii) For the avoidance of doubt, on and from the date of withdrawal all offices within the Union shall be held by the persons holding those offices immediately prior to the date of withdrawal and those persons shall continue to hold office for the period that equals the unexpired part of the term of office held by the person immediately before the date of withdrawal

(iv) Any casual vacancy arising in respect of any office shall be dealt with in accordance with Rule 16 (vii)).

BRANCH RULES

43 - NAME

The name of the branch shall be the "Construction, Forestry and Maritime Employees Union, X Branch" where X is the State or Territory for which the Branch has been established.

44 - MEMBERSHIP AND CONSTITUTION

All members of all Divisional Branches within the State or Territory shall be members of the Branch with the same status of membership as is held in the Divisional Branch.

45 - SEAL

The seal of the Branch shall be oval in shape, inscribed on the outer edge "Construction Forestry and Maritime Employees Union" and the name of the Branch on the inside.

46 - STATE CONFERENCE

(i) The supreme governing body of the Branch shall, subject to the autonomy of the Divisional Branches, be the State Conference convened every two (2) years and especially in accordance with these Rules.

The State Conference shall meet no later than 30 December in the year following the elections in the Divisional Branches, being the general election and at least every two (2) years thereafter.

(ii) The State Conference shall consist of all of the members of each and every Divisional Branch Management Committee for every Divisional Branch of the Union within the State or Territory covered by the Branch.

(iii) Persons elected as members of a Divisional Branch Management Committee shall be elected in accordance with the Rules of the Union applicable to the particular Divisional Branch.

Nothing in this sub-rule shall interfere with the transitional provisions which shall take effect on and from amalgamation.

Each member of a Divisional Branch Management Committee shall exercise a vote on the State Conference equal to the percentage of financial members of the Union in the Divisional Branch from which the member derives divided by the number of members of the Divisional Branch Management Committee entitled to vote.

Provided that nothing in this sub-rule shall prevent proxy voting or multiple voting.

(iv) The method of calculation of financial members of any Divisional Branch shall be in accordance with Rule 13 of the National Rules of the Union, the necessary changes, if any, being made.

(v) Members of the Divisional Branch Management Committees or State Conference shall remain in office until the election of their successors.

(vi) Divisional Branches may, where elected Divisional Branch Delegates to State Conference agree, arrange multiple voting representation at a State Conference by notifying the State Conference of the number of Divisional Branch Delegates to be credentialed and the arrangements for proxy voting to be adopted by that Divisional Branch at the State Conference.

(vii) Where a delegate is unable to attend a meeting of the State Conference or any part thereof, that delegate may where the Divisional Branch Executive agrees appoint another elected delegate to State Conference from the same Divisional Branch as proxy to act in that delegate's stead.

Where the Divisional Branch Management Committee agrees, a delegate may appoint as the proxy to State Conference an elected delegate from another Divisional Branch within the State Territory covered by the Branch. Each member of the Divisional Branch Management Committee shall be a delegate to the State Conference.

(viii) A majority of delegates to State Conference, representing not less than two Divisions, shall form a quorum of the State Conference.

(ix) (a) The State Conference shall have power, unless any rule deprives the State Conference of power or grants to another body within the area covered by the Branch exclusive power over a subject matter, to do all things necessary and/or desirable for the furtherance of the objects of Union, to co-ordinate Divisional Branches within the branch area and for the care, control and management of the Branch.

(b) The function of the State Conference shall be to coordinate the Divisional Branches in the area concerned and shall have the powers, subject to these Rules, necessary for that purpose and shall, without limiting the generality of the foregoing:

(A) perform such functions referred to it by the Divisional Branches.

(B) affiliate to any body for and on behalf of any Divisional Branch, or with the agreement of each Divisional Branch for and behalf of the Branch as a whole;

(C) Supervise the funds, if any, paid to the Branch office by Divisional Branches;

(D) Subject to the review of its actions by Divisional Executives and National Executive, settle disputes between Divisional Branches.

(c) Provided that the State Conference shall not have power over any matter which concerns the members of one Divisional Branch only unless that Divisional Branch consents thereto.

(x) Meetings of the State Conference and State Executive shall be held at such time and place as shall be decided by at least one State President and one State Secretary, provided that a majority of the members of the State Executive may demand a meeting of such State Executive or State Conference which shall be held at such time and place as stipulated by such members in such demand. The quorum for any meeting shall be three (3) a majority of the State Officers may demand a meeting of the State Executive which shall be held at such time and place as stipulated by such State Officers.

47 - STATE EXECUTIVE

(i) There shall be a State Executive composed of the full time elected officers, (other than organisers except where otherwise provided for in these rules), of each Divisional Branch within the Branch area, one of whom shall be the State President, another of whom shall be a State Senior Vice President, another of whom shall be the State Secretary and another of whom shall be State Assistant Secretary, provided that where a Division has more than one Divisional Branch in an area, the Division will determine its representation. The President of each Divisional Branch shall, if not otherwise a member of the State Executive, be such a member.

(ii) The State Executive shall have and exercise all of the powers of the State Conference, subject to the review thereof by the State Conference, but shall have no more powers than State Conference.

Any decision of the State Executive may be overturned by the State Conference and all decisions of the State Conference shall be binding on the State Executive.

(iii) The State Secretary may take a telegraphic, telex, facsimile, telephonic, written and/or postal vote of members of the State Executive or State Conference at any time.

Members of the State Executive or State Conference shall be advised of the details of the voting. Such votes shall have the same effect as a decision of such body made in meetings assembled.

(iv) The State Executive shall be held at such time and place as shall be decided by the State Secretary, provided that a majority of the members of the State Executive may demand a meeting of such

State Executive or State Conference which shall be held at such time and place as stipulated by such members of the State Executive. The quorum for any meeting shall be a majority of the members entitled to vote thereat.

There shall be a State Executive meeting held before the meeting of State Conference in the year following the general elections of the Union.

(v) All decisions of the State Executive shall be made by a majority of votes cast at the meeting unless otherwise provided by these rules. The votes cast by members of the State Executive shall be on a card system and the value of the vote cast by any member of the State Executive, including State Officers, shall be determined in the same way, the necessary changes being made as the value of a vote cast by delegates to the State Conference with State Officers being included in the Division from which they derive.

48 - ELECTION OF STATE OFFICERS – OTHER THAN NSW AND QUEENSLAND STATE BRANCHES

(i) The State Officers, being the State Secretary, the State Assistant Secretary (except in the State of Victoria, where there shall be two State Assistant Secretaries), the State President and the State Senior Vice-President shall be elected by and from the State Conference. The election shall be held, the necessary changes being made, in the same way as Divisional Officers are elected from the Divisional Conference under Rule 9 of the Construction & General Division Rules, provided that each Division shall be represented by at least one State Officer.

Provided that for the A.C.T. Branch (while that Branch has only one Divisional Branch) Officers elected to the Construction & General Division A.C.T. Branch, shall hold the equivalent position within the A.C.T. State Branch.

Further provided that, each Division shall hold at least one position of Joint Vice-President.

Further provided that, each Division, prior to the calling for nominations, shall decide its nominees for the above positions, by resolution from that Division's Divisional Branch Management Committee.

(ii) Where, in accordance with the Rules of the Union, an officer of a Divisional Branch within a Branch area ceases to hold office as an officer of the Divisional Branch such officer shall at the same time cease to hold office as a State officer in accordance with this rule. Provided that the member who replaces such a Divisional Branch officer in the office in the Divisional Branch shall also fill the vacancy created in the position of State officer only until such time as the State officer's position can be filled in accordance with the rules governing casual vacancy, or, if the vacancy occurs within 12 months of an ordinary election, by the ordinary election.

(iiA) Where a vacancy occurs in any office under these rules for any reason whatsoever including but not limited to the death, resignation, retirement or dismissal of any officer, such vacancy may be filled by appointment by the State Executive to which the office or officer relates provided that the

person so appointed shall hold office for as much of the unexpired part of the term of the office as does not exceed the greater of twelve months or three quarters of the term of the office.

(iii) The term of office of officers of a Branch of the union shall be four (4) years.

(iv) This rule does not apply to the NSW or Queensland Branches upon commencement of rules 48A and 48B.

48A – ELECTION OF STATE OFFICERS NSW STATE BRANCH

(i) From the time of the commencement of this rule, the State Officers in the New South Wales Branch will be as contained in the table below and will be filled on an ex officio basis by the holders of the corresponding Divisional Office.

STATE OFFICER	**DIVISIONAL OFFICE**
State Secretary	Divisional Branch Secretary – Construction & General Division (NSW)
State Assistant Secretary (MNF)	*NSW District Secretary Manufacturing Division*
State Assistant Secretary (MUA)	*Sydney Divisional Branch Secretary (Sydney Divisional Branch - MUA)*
State President	*Divisional Branch Assistant Secretary - Construction & General Division (NSW)*
State Senior Vice President	*Divisional Branch President – Construction & General Division (NSW)*
State Joint Vice President (*C&G*)	*Divisional Branch Assistant Secretary – Construction & General Division (NSW)*
State Joint Vice President (*MNF*)	*NSW District President Manufacturing Division*
State Joint Vice President (*MUA*)	*Newcastle Divisional Branch Secretary (MUA)*
State Assistant Joint Vice President (*MUA*)	*Southern New South Wales Divisional Branch Secretary (MUA)*

(ii) As the above offices for State Officer are held on an ex-officio basis, where a person commences or ceases to hold the Divisional Office position referred to in the second column, they also commence or cease, as the case may be, to hold office as a State Officer in the State Branch.

(iii) For the avoidance of doubt, the terms of office for the above State Branch Offices are determined by the term of office of the Divisional Office referred to in the second column, however, such terms of office may be for no longer four (4) years.

48B – ELECTION OF STATE OFFICERS QUEENSLAND STATE BRANCH

(i) On, and from, the commencement of this rule, the State Officers in the Queensland Branch will be as contained in the table below and will be filled on an ex officio basis by the holders of the corresponding Divisional Branch Office set out opposite:

STATE OFFICE	DIVISIONAL BRANCH OFFICE
State President	
State Senior Vice President	MUA Division, Queensland Branch Deputy Branch Secretary
State Secretary	Construction and General Division, Queensland Northern Territory Divisional Branch Secretary
State Assistant Secretary	Construction and General Division, Queensland Northern Territory Divisional Branch Assistant Secretary (General)
State Joint Vice President (C&G)	Construction and General Division, Queensland Northern Territory Divisional Branch President
State Joint Vice President (MUA)	MUA Division, Northern Territory Branch Secretary

(ii) As the above offices for State Officer are held on an ex-officio basis, where a person commences or ceases to hold the Divisional Office position referred to in the second column, they also commence or cease, as the case may be, to hold office as a State Officer in the State Branch.

(iii) For the avoidance of doubt, the terms of office for the above State Branch Offices are determined by the term of office of the Divisional Office referred to in the second column, however, such terms of office shall be no longer four (4) years.

49 - FUNDS OF THE BRANCH

(i) Each Divisional Branch in the area covered by the Branch of the Union shall pay to the Branch on a basis which is proportionate to the respective financial membership of each Divisional Branch, an amount that is determined by the State Executive as sufficient to enable it to fulfil its functions.

(ii) All moneys received by the Branch shall be paid to the credit of the Branch on current account with a bank. No funds shall be drawn from the Bank except by cheques signed by two (2) persons who are the State Secretary, State Assistant Secretary or State President and not from the same Divisional Branch.

(iii) All expenditure for ordinary purposes, namely incurred in directly furthering the objects of the Branch or in the expenses of management, may be dispersed by decision of the State Secretary and either the State President or State Assistant Secretary, provided that both signatories shall not be officers from the one Division.

Expenditure for other purposes authorised by the Rules may be disbursed by a majority decision of the State Conference or the State Executive.

(iv) The funds of the Branch shall be invested where possible in the name of the Branch. Where it is not possible to invest money or funds in such name, the investment shall be made in the name of Trustees under these Rules.

Nothing in this Rule prevents the Branch from entering into an agreement with a Trade or Industrial Union or organisation of employees registered under any legislation of any State of the Commonwealth for the investment of funds on a joint basis or on a basis on which the funds are

held in common or jointly so long as the funds are treated, for all purposes, insofar as they relate to members of the Branch, as funds of the Branch.

(v) The property of the Branch, vested in the Branch in accordance with these rules and the other rules of the Union, shall be under the control of the State Executive.

(vi) In Western Australia no decision of the WA Branch shall adversely affect the Building Unions Division WA Plasterers Divisional Branch in relation to funds or any other matter without the consent of that Divisional Branch.

50 - AUDIT

The State Executive shall appoint as Auditor a competent person resident in the city in which the State Office is located who shall each year for the period ending 31 December audit the books and accounts of the Branch and draw up a correct report on same.

The Auditor shall, in the aforesaid report, draw attention of the State Executive to any deficiencies or other matters which the Auditor may think proper. The Auditor shall have full and complete access to all the books and documents of the Branch.

For the purpose of this Rule a competent person shall have the same meaning as in the RO Act and the Regulations made pursuant thereto.

Upon receipt by the State Branch Secretary of a petition, signed by not less than 5% of the members of the State Branch, requesting that a general meeting of members of the State Branch be called for the purpose of considering the auditor's report, the general purpose financial report and the operating report of the State Branch, the State Branch Secretary shall convene such meeting as soon as is practicable.

50A - POLICIES AND PROCEDURES - EXPENDITURE

(a) Each Branch shall develop and implement internal control policies and procedures relating to the expenditure of the Branch, to ensure that the Branch is conducted in accordance with the principles of good governance and to ensure accountability to members of the Branch.

(b) Such policies and procedures shall be adopted by the State Executive and once adopted, shall be binding on all officers and members of the Branch. Such policies and procedures must be identified in the resolutions of the State Executive as Rule 50A policies and procedures.

(c) Rule 50A policies and procedures must be published on the website of the Branch with fourteen (14) days of their adoption.

(d) The provisions of sub-rules (a) to (c) herein shall apply, mutatis mutandis, to each Division and Divisional/District Branch of the Union.

51 - OFFICERS

(i) The Officers of the Branch shall be the State President/s, the State Secretary, the State Senior Vice President, the State Vice President/s, the State Assistant Secretary/s and members of the State Executive.

(ii) And such rights and duties shall, the necessary changes being made, be the same in relation to the Branch concerned as the rights and duties of National Officers and National Executive Members are in relation to the Union as a whole.

52 - REFERENDA

(i) On a decision of a majority of Divisional Branches in the Branch area or Divisional Branches in a Branch area whose membership constitutes a majority of the members of that Branch, or on receipt of a petition signed by not less than 10% of the financial members of the Branch, the State Executive shall take a referendum of the whole of the members of the Branch upon a matter or matters submitted by the Divisional Branches or by the petition.

A decision reached by the majority of the actual votes recorded at such referendum shall be binding on the Branch, including the State Conference and State Executive thereof, and the members thereof provided that the decision shall not affect the autonomy of any Division.

(ii) The State Executive or State Conference may at any time of its own motion take a referendum of the whole of the members of the Branch or of the whole of the financial members of the Branch upon any matter it thinks fit.

(iii) The referendum referred to in this Rule shall be conducted on the basis that the State Executive shall determine the question to be submitted to the members entitled to vote and the form of the ballot paper, fix the time for the dispatch and return of the ballot paper and give the necessary instructions for printing the same, appoint a State Returning Officer and State Scrutineer in conjunction with Divisional Branch Returning Officers to conduct the ballot, no material other than that authorised by the State Conference or State Executive shall be enclosed in the envelope in which the ballot paper is posted to the member and in all other respects the referendum shall be held as nearly as practicable in the manner provided for the holding of election of Divisional Branch Delegates to Divisional Conference in accordance with Rule 17 (iii) except that the roll of voters shall be the financial membership at the end of the calendar month immediately preceding the holding of the referendum.

53 - RULES OF THE BRANCH

(a) The Rules of the Branch contained herein shall be binding on all Divisions and all members thereof. Such Rules may be altered, rescinded, varied or made by the National Conference and/or National Executive in accordance with Rule 25 of the National Rules.

(b) The State Conference and State Executive shall have power to make alter and rescind by laws for the working of the Branches, any Sub-Branches and any other matter over which such Branch has control under these or any other rules.

Provided that no such by laws shall be inconsistent with any other rule of the union and shall, to the extent of any such inconsistency, be void and inoperative.

54 - VOTING OTHERWISE THAN AT MEETINGS ASSEMBLED

Rule 37 of the National Rules of the Union shall apply, the necessary changes being made, to the Branch and the State Secretary shall in the same way as provided for the National Secretary under Rule 37 of the National Rules, take a vote of the State Executive or the State Conference in any manner whatsoever.

Such vote shall have the same effect in relation to the Branch as a vote taken under Rule 37 of the National Rules has in relation to the Union.

END OF RULES

[HIGH COURT OF AUSTRALIA.]

THE QUEEN

AGAINST

WILLIAMS AND OTHERS;
EX PARTE THE AUSTRALIAN BUILDING CONSTRUCTION EMPLOYEES' AND BUILDERS LABOURERS' FEDERATION.

THE QUEEN

AGAINST

ALLEY AND OTHERS;
EX PARTE THE AUSTRALIAN BUILDING CONSTRUCTION EMPLOYEES' AND BUILDERS LABOURERS' FEDERATION.

THE QUEEN

AGAINST

MOORE AND OTHERS;
EX PARTE THE AUSTRALIAN BUILDING CONSTRUCTION EMPLOYEES' AND BUILDERS LABOURERS' FEDERATION.

H. C. OF A. 1982.

Sept. 16, 17, 21; *Nov.* 25.

Gibbs C.J., Mason, Murphy, Wilson, Brennan, Deane and Dawson JJ.

Industrial Law (Cth) — Conciliation and Arbitration — Registered organization — Eligibility for membership — Persons employed in building operations — Whether electricity transmission towers, steel tanks, furnace stack and steel framework "buildings" — Industrial dispute — The Constitution (63 & 64 *Vict. c.* 12), *s.* 51 (*xxxv*) — *Conciliation and Arbitration Act* 1904 (*Cth*), *s.* 4, *"dispute"*.

The eligibility rules of an organization of employees registered under the *Conciliation and Arbitration Act* 1904 (Cth) provided that it should consist of "persons employed as builders' labourers on or about any building or assisting any . . . tradesmen engaged in building operations, or employed on any making or contracting job . . . incidental to building construction, and any labourer engaged in the construction, repair, demolition or removal of

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buildings, or as scaffolder, rigger, gear hand, gantry hand or crane hand or as dogman, or as drainer on all building contracts, and any labourer excavating ground for foundations and basements of buildings, or levelling ground on a proposed building site, or doing concrete work, tar paving or asphalt work, or mortar or concrete mixing in connection with, or incidental to the foregoing operations . . .".

Held by Gibbs C.J., Mason, Wilson, Brennan, Deane and Dawson JJ., Murphy J. dissenting:

(1) That the operations referred to in the rule were limited to work associated with a building or buildings in the ordinary meaning of those words.

Reg. v. Watson; Ex parte Australian Workers' Union (1972), 128 C.L.R. 77, applied.

Reg. v. Marks; Ex parte Australian Building Construction Employees' and Builders Labourers' Federation (1981), 147 C.L.R. 471, distinguished.

(2) That persons employed in erecting high voltage electricity transmission towers, steel tank and a carbon baking furnace stack and structural steel framework for steam raising equipment were not within the rule, and accordingly the organization neither was competent to create an industrial dispute within the meaning of s. 51 (xxxv) of the Constitution or s. 4 of the Act by serving a log of claims relating to their activities nor was entitled to an order that those activities be carried out by its members.

PROHIBITION, MANDAMUS AND CERTIORARI.

The Australian Building Construction Employees' and Builders Labourers' Federation ("the Federation") served a log of claims on three companies involved in the erection of high voltage electricity transmission towers, and claimed in the Australian Conciliation and Arbitration Commission that a dispute had arisen as a result of the companies' not having met the demands made in the log.

The Commission found that an industrial dispute did not exist between the Federation and the companies on the ground that the Federation's rules did not permit it to enrol as members persons who were or might be engaged in the activities referred to in the log. The Federation obtained orders nisi for prohibition and mandamus directed to the members of the Commission (Deputy Presidents Williams and Coldham and Commissioner McLagen) (No. M77 of 1981).

The Federation served a log of claims and a letter of demand on C.B.I. Constructions Pty. Ltd., a company which was involved in the erection of thirteen steel tanks and a carbon baking furnace stack forming part of the Alcoa Aluminium Smelter under construction at Portland, and in a hearing in the Commission pursuant to a reference under s. 34 of the *Conciliation and Arbitration Act* 1904 (Cth) claimed that an industrial dispute existed between it and the company because of the latter's refusal to accede to the log and the

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demand. The Commission held that no dispute existed because the Federation's rules did not permit it to enrol as members persons who were or might be engaged in the erections in question. The Federation obtained orders nisi for mandamus and certiorari directed to the members of the Commission (Deputy Presidents Alley and Maddern and Commissioner McKenzie) (No. M41 of 1982).

In the course of other proceedings involving rights to employment and demarcation, the Federation applied to the Commission for an order that work to be performed by riggers employed in the erection by Transfield Adelaide Pty. Ltd. of a structural steel framework for steam raising equipment at the Northern Power Station at Port Augusta be carried out by members of the Federation. The Commission held that the riggers came within the eligibility clause of the Federated Ironworkers' Association of Australia of which they were in fact members. The Federation obtained orders nisi for mandamus and certiorari directed to the members of the Commission (the President Sir John Moore, Deputy President Maddern and Commissioner Brack) (No. 56 of 1982).

The orders nisi were returnable before the Full Court.

D. M. Ryan Q.C., *P. R. A. Gray* and *R. W. Hinkley*, for the prosecutor in each matter, referred to *R. v. Hickman; Ex parte Fox and Clinton* (1); *Reg. v. Aird; Ex parte Australian Workers' Union* (2); *Reg. v. Watson; Ex parte Australian Workers' Union* (3); *Reg. v. Marks; Ex parte Australian Building Construction Employees' and Builders Labourers' Federation* (4); *Reg. v. Holmes; Ex parte Public Service Association (N.S.W.)* (5); *Re St. Luke's, Chelsea* (6); *Knight v. Demolition and Construction Co. Ltd.* (7); *Elms v. Foster Wheeler Ltd.* (8).

K. R. Handley Q.C. and *J. W. Shaw*, for the Federated Ironworkers' Association of Australia in each matter, referred to *Federal Commissioner of Taxation v. Rochester* (9); *Reg. v. Moore; Ex parte Australian Workers' Union* (10).

B. A. Beaumont Q.C. and *G. P. Johnston*, for the Australian Workers' Union, referred to *Hildebrandt v. Stephen* (11).

(1) (1945) 70 C.L.R. 598.
(2) (1973) 129 C.L.R. 654.
(3) (1972) 128 C.L.R. 77.
(4) (1981) 147 C.L.R. 471.
(5) (1977) 140 C.L.R. 63.
(6) [1976] Fam. 295.
(7) [1953] 1 W.L.R. 981.
(8) [1954] 1 W.L.R. 1071.
(9) (1934) 50 C.L.R. 225, at p. 226.
(10) (1976) 51 A.L.J.R. 266.
(11) [1964] N.S.W.R. 740.

B. J. Shaw Q.C. (with him *A. R. O. Rowlands*), for C.B.I. Constructions Pty. Ltd. and Metal Trades Industry Association of Australia, and (with him *B. C. Hungerford*), for Transfield Adelaide Pty. Ltd. and Metal Industries Association (South Australia).

Cur. adv. vult.

The following written judgments were delivered:—

GIBBS C.J., MASON, WILSON, BRENNAN, DEANE AND DAWSON JJ. These three applications to make absolute orders nisi for prerogative writs have been heard together. In each, the prosecutor is the Australian Building Construction Employees' and Builders Labourers' Federation ("the Federation") which is an organization of employees registered under the *Conciliation and Arbitration Act* 1904 ("the Act"). As will subsequently appear, each involves the construction of the Federation's eligibility clause for the purpose of determining whether particular workers are covered thereby. In each, the resolution of that question adversely to the Federation will mean that the application should be dismissed. Among the respondents which the Federation has joined in the various applications are the Federated Ironworkers' Association of Australia ("the F.I.A.") which is a respondent in all three applications, and the Australian Workers' Union ("the A.W.U.") which is a respondent in the first application. The F.I.A. and the A.W.U. are registered organizations of employees which claim actual or potential coverage of some of the workers involved in the applications in which they have been joined. Each of the Master Builders Association of Victoria, the Metal Trades Industries Association, South Australia, C.B.I. Constructions Pty. Limited and Transfield Adelaide Pty. Limited has also been joined as a respondent to one or other of the applications.

In the first application (No. M77 of 1981), the workers involved are described as riggers and concrete workers employed in the erection of high voltage electricity transmission towers. The Federation seeks prohibition and mandamus against named members of the Australian Conciliation and Arbitration Commission ("the Commission") in relation to a finding, in the course of allowing two appeals brought by the respondents against the decision of a single Commissioner, that an industrial dispute did not exist between the Federation and three companies involved in the erection of those towers. The Federation claimed that a dispute arose as a result of service by it on those three companies of a log of claims relating to the activities of the workers in question. The Commission held that, for relevant purposes, no dispute existed for the reason that the

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Rules of the Federation did not permit it to enrol as members persons who were or might be engaged in the activities referred to in that log of claims (see, e.g., *R. v. Portus; Ex parte Federated Clerks Union of Australia* (12); *Reg. v. Watson; Ex parte Australian Workers' Union* (13); *Reg. v. Aird; Ex parte Australian Workers' Union* (14); *Reg. v. Mannequins and Models Guild of Australia; Ex parte Actors and Announcers Equity Association of Australia* (15)).

In the second application (No. M41 of 1982), the workers involved are employees, other than tradesmen, engaged in the erection of thirteen steel tanks and a carbon baking furnace stack forming part of the Alcoa Aluminium Smelter under construction at Portland. In that application, writs of mandamus and certiorari are sought against members of the Commission in respect of a finding by them, in a hearing pursuant to a reference under s. 34 of the Act, that an industrial dispute did not exist between the applicant and C.B.I. Constructions Pty. Ltd., which is engaged in the erection of that Smelter, as a result of that company's refusal to accede to a letter of demand and log of claims served upon it in relation to the activities of those workers. The Commission held that the Rules of the Federation did not permit it to enrol as members persons who were or may be engaged in those activities.

The third application (No. 56 of 1982) arises from a decision of the Commission on an application made by the Federation, in the course of wider proceedings involving rights to employment and demarcation, for an order that the work to be performed by the riggers employed in the erection by Transfield Adelaide Pty. Limited of a structural steel framework for steam raising equipment at the Northern Power Station at Port Augusta be carried out by members of the Federation. The Commission held that the workers involved in performing that work came within the eligibility clause of the F.I.A. of which they were, in fact, members and refused to make the order which the Federation sought. The Federation argues that the Commission was in error in holding that the workers involved came within the F.I.A.'s eligibility provisions. It is, however, apparent that, if the Federation's eligibility clause does not entitle it to enrol, as members, persons who are or may be engaged in those activities, the decision of the Commission, which consisted of no more than a refusal to make the order which the Federation sought,

(12) (1949) 79 C.L.R. 428, at pp. 432-433.
(13) (1972) 128 C.L.R. 77, at p. 93.
(14) (1973) 129 C.L.R. 654, at p. 666.
(15) (1982) 148 C.L.R. 573, at p. 574.

was correct and that the order nisi for prerogative writs should be discharged.

The industry in or in connection with which the Federation is registered is defined, by the Federation's Rules (r.4A), as "the Building Industry and the Industry of the operation of concrete batching plants". The Federation's eligibility provisions are contained in r. 4 of its Rules and are as follows:

> "The Federation shall consist of an unlimited number of persons employed or usually employed as Builders' Labourers throughout Australia on or about any building or assisting any bricklayer, mason, plasterer, carpenter, plumber or any tradesmen engaged in building operations, or employed on any making or contracting job in wood, stone, brick, concrete, iron or steel, or combination of these or other materials incidental to building construction, and any labourer engaged in the construction, repair, demolition or removal of buildings, or as scaffolder, rigger, gear hand, gantry hand or crane hand or as dogman, or as drainer on all building contracts, and any labourer excavating ground for foundations and basements of buildings, or levelling ground on a proposed building site, or doing concrete work, tar paving or asphalt work, or mortar or concrete mixing in connection with, or incidental to the foregoing operations and employees (other than motor truck drivers and clerks) engaged in the operation of concrete batching plants (except in the State of New South Wales) where such plants are used principally for the production of concrete for supply to building construction operations together with such other persons whether employees in the industry or not, as have been appointed officers of the Federation and admitted as members thereof."

In each application, the Federation claims that workers employed in performing the work in question come within a number of the categories contained in r. 4. It became clear in the course of argument that the real issue involved in each application is not so much the precise denotation of any one or more of the particular categories of workers mentioned in the Rule as the meaning to be given to the words "Builders'", "building" and "buildings" and to the phrases "building operations", "building construction", "building contracts", "building site" and "building construction operations" as used therein. Those words and phrases constitute a chain of related references which runs through, and controls the general scope of, the Rule. For the Federation, it was argued that "building", or "builder", whether used on its own or as part of a phrase in that chain, should be given a very wide meaning as including almost any structural work other than the assembly or installation of plant. For the respondent employers and organizations, it was argued that the words should, in the context of

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r. 4, be given the more limited denotation of referring to structures which are regarded as buildings in ordinary parlance, of which the typical example is a roofed structure of the type that is capable of housing people, animals, plant, machinery, produce or other goods.

The eligibility provisions in the rules of a registered organization of employees serve the function of defining the general area or areas of industry or industrial pursuit from which members can legitimately be drawn and with which the organization can legitimately be concerned (see *Reg. v. Dunlop Rubber Australia Ltd.; Ex parte Federated Miscellaneous Workers' Union of Australia* (16); *Reg. v. Clarkson; Ex parte Victorian Employers Federation* (17); *Co-operative Bulk Handling Ltd. v. Waterside Workers' Federation of Australia* (18)). Since such eligibility provisions constitute a reference point for courts, commissions, employers, employees and other organizations in determining or ascertaining an organization's proper coverage and field of operation, they must be construed objectively (see *Reg. v. Aird; Ex parte Australian Workers' Union* (19); *Reg. v. Cohen; Ex parte Motor Accidents Insurance Board* (20)). In so construing them, however, it is permissible to pay regard to any common understanding among people concerned with relevant industries and particularly with industrial matters of the ordinary application of the words used and to take account of evidence of that common understanding furnished by the previous use of the words in the relevant organization's rules and in statutory provisions, decisions, determinations, awards, reports and other papers concerned with the relevant industry or industries (see, e.g., *R. v. Hickman; Ex parte Fox and Clinton* (21); *Reg. v. Aird; Ex parte Australian Workers' Union* (19)).

Where this Court has ruled upon the construction and scope of the eligibility provisions of a particular registered organization, the Court will be more than ordinarily reluctant, in a subsequent case involving the construction and scope of those provisions, to depart from its previous decision or to disregard views expressed in considered comments made in reaching that decision. As has been mentioned, eligibility provisions in the rules of a registered organization constitute a reference point for persons apart from those involved in any particular case. The scope of such provisions

(16) (1957) 97 C.L.R. 71, at p. 87.
(17) (1973) 131 C.L.R. 100, at pp. 111, 113.
(18) (1980) 49 F.L.R. 355, at pp. 357-358.
(19) (1973) 129 C.L.R., at p. 659.
(20) (1979) 141 C.L.R. 577, at pp. 580, 587.
(21) (1945) 70 C.L.R. 598, at p. 613.

can be of importance to the Commission in considering and determining applications for alterations to the rules of both the organization involved and other organizations, in determining whether an industrial dispute exists and in the processes of conciliation and arbitration for the settlement of such disputes. Their scope is of importance to employers in determining the organization or organizations with which they should be concerned to deal and negotiate and to employees in determining which organization or organizations they are entitled to join. It is inevitable that any considered views expressed in this Court on the construction or scope of eligibility provisions in the rules of a particular organization will be accepted and acted upon by those concerned with or involved in the industry or industries in which members of the organization are employed or with the existence or settlement of disputes within that industry or those industries. There would have to be strong reason indeed to induce the Court, in a case involving the construction of the eligibility provisions of a particular organization, to depart from considered views expressed by the Court in a previous case as to the scope of those eligibility provisions. This is especially so where procedures for amending rules, however cumbersome, are available under the Act.

The scope of the provisions of r. 4 of the Federation's Rules arose for consideration in this Court in *Reg. v. Watson; Ex parte Australian Workers' Union* (23) ("*Watson's Case*"). At the time of *Watson's Case*, r. 4 was, for present purposes, essentially as set out above: the only subsequent variation has been the insertion in the present Rule of the words "and employees (other than motor truck drivers and clerks) engaged in the operation of concrete batching plants (except in the State of New South Wales) where such plants are used principally for the production of concrete for supply to building construction operations" which were added to overcome the actual decision in *Watson's Case*. It has not been suggested that the inclusion of those words is of relevance in the resolution of the present applications.

In their judgments in *Watson's Case*, the members of the Court who constituted the majority gave consideration to the general scope of the Federation's eligibility provisions. In particular, Walsh J. (24) expressed a conclusion that the operations referred to in the Federation's eligibility provisions "are all described in terms which limit them to work associated with buildings which are being constructed, repaired, demolished or removed or with preparations

(23) (1972) 128 C.L.R. 77.

(24) (1972) 128 C.L.R., at p. 90.

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for building construction, such as excavating or the levelling of building sites". This view accords with the approach adopted in the judgment of Menzies J. (25). Barwick C.J. expressed his agreement with the judgment of Menzies J. and, in the course of some additional remarks of his own, said that "the eligibility clause properly understood is restricted to workers in the building industry . . ." (26). In the result, the reasoning of the majority Justices in *Watson's Case* lends support for the view that the eligibility provisions of the Federation, apart from the subsequently added special provision relating to employees engaged in the operation of concrete batching plants, are limited to work associated with a building or buildings. It is also apparent from the judgments of Walsh J. and Menzies J. in *Watson's Case*, that references to a "building" or "buildings" should not be understood as references to any structure at all but as references to what would ordinarily be described, in common parlance, as a building or buildings.

In the course of the argument of the present applications, reliance was placed by the Federation on the recent decision in *Reg. v. Marks; Ex parte Australian Building Construction Employees' and Builders Labourers' Federation* (27) ("the *Omega Case*"). In that case, a majority of the Court gave a wide connotation to the words "employed . . . in building operations" in the context of an exclusion contained in a sub-clause of the eligibility clause in the Rules of the F.I.A. The judgments make clear, however, that the meaning given to the words was, to no small extent, influenced by the context provided by the sub-clause in which the words occurred. Indeed, a majority of the members of the Court emphasized that their consideration was confined to that sub-clause. Examination of that sub-clause discloses that that context was quite different to the context in which the words "building operations" are used in the Federation's eligibility clause. In the relevant sub-clause of the F.I.A.'s eligibility clause, there is but one mention of the word "building": that mention is in the critical phrase "building operations" which occurs in an exception from activities which would not normally be thought of as involved in the construction of a "building" in the sense of common usage. In contrast, as has been seen, the Federation's eligibility clause mentions "Builders'", "building", "buildings", "building operations", "building construction", "building contracts", "building site" and "building construction operations" as components of a chain of obviously related references. In our view there is nothing in the

(25) (1972) 128 C.L.R. at pp. 84-85.
(26) (1972) 128 C.L.R., at p. 79.
(27) (1981) 147 C.L.R. 471.

judgments or the decision in the *Omega Case* which warrants rejection or modification of the views expressed by the majority in *Watson's Case* to which reference has been made. In follows that the questions involved in the present applications should be approached on the basis that the operations referred to in the Federation's eligibility provisions are limited to work associated with construction, repair, demolition or removal of a building or buildings in the ordinary sense or to related operations such as the excavation or levelling of building sites.

Notwithstanding that it has been frequently affirmed by this Court that it has to determine independently for itself whether in a particular case the Commission has or lacks jurisdiction, weight is to be given, on questions of fact and usage, to the Commission's decision (see *Caledonian Collieries Ltd. v. Australasian Coal & Shale Employees' Federation* [No. 1] (28); *R. v. Blakeley; Ex parte Association of Architects, etc., of Australia* (29)). The weight to be given to the Commission's decision will of course vary. As Mason J. said in *Reg. v. Alley; Ex parte New South Wales Plumbers and Gasfitters Employees' Union* (30):

> "The weight to be given to the Commission's decision will depend on the circumstances. If the evidence remains the same, if the Full Bench on appeal has confirmed the decision at first instance and if the issue of fact is one in the resolution of which the Commission's knowledge of industry specially equips it to provide an answer, greater weight will be accorded than in cases in which one or more of these factors is absent."

In each of the present applications, a Full Bench of the Commission reached the view that none of the work involved came within the Federation's eligibility provisions. In reaching that conclusion, the learned members of the Commission plainly drew, to some extent, on their knowledge of the building industry and of common usage in relevant industries of words in the Federation's eligibility provisions, particularly, the word "building". It is, however, unnecessary that we decide these applications by reason of the weight that should be attached to the decision of the Commission in such circumstances. In our view, the decision reached by the Commission was, in each application, correct.

Once the conclusion is reached that the operations referred to in the Federation's eligibility clause are limited to work associated with a building or buildings in the ordinary meaning of those words, it is plain that none of the particular workers involved in the present applications comes within the provisions of that clause. It is

(28) (1930) 42 C.L.R. 527, at p. 547.
(29) (1950) 82 C.L.R. 54, at p. 92.
(30) (1981) 153 C.L.R. 376, at p. 390.

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unnecessary and undesirable to attempt to frame any comprehensive definition of the words "building" and "buildings" as used in r. 4. It suffices to say that the words, as there used, do not extend to encompass the high voltage electricity transmission towers involved in the first application (No. M77 of 1981), the steel tanks and carbon baking furnace stack involved in the second application (No. M41 of 1982) or the structural steel framework involved in the third application (No. 56 of 1982). That being the case, none of the relevant workers is eligible to become a member of the Federation. The Federation was neither competent to create an industrial dispute by serving a log of claims relating to their activities nor entitled to have an order made by the Commission that those activities be carried out by members of the Federation.

Each of the orders nisi should be discharged.

MURPHY J. This Court refused leave to argue that *Reg. v. Marks; Ex parte Australian Building Construction Employees' and Builders Labourers' Federation* ("the *Omega Case*") (31) was incorrectly decided. Consistently with my then stated views "building operations" in the present case should be given a wider meaning than "work in relation to buildings"; and the applicant Builders Labourers' Federation ("B.L.F.") is eligible to enrol persons employed in the work subject of the log of claims in each of the two disputed area (riggers and concrete workers employed in the erection of electricity transmission towers and persons employed in the erection of steel tanks forming part of an aluminium smelter). That is enough to establish that the B.L.F. is party to an industrial dispute in relation to the work.

The B.L.F. accepted that it cannot be party to an industrial dispute unless the persons engaged in the work which is subject of the logs of claims are eligible to be members of the B.L.F. This goes too far; provided that there is an industrial relevance, the capacity of an organization to make claims which lead to an industrial dispute is not so limited. However it is not useful now to examine this further.

On the application in relation to the demarcation order, I find that the persons employed in the relevant work are eligible for membership of the B.L.F. The B.L.F. claims that they are not eligible for membership of the Federated Ironworkers' Association ("F.I.A."). Even if that be correct, if does not follow that this Court should issue any write. In the *Omega Case* counsel for the respondent union conceded that in such circumstances the writ

(31) (1981) 147 C.L.R. 471.

should issue. However unlike the question of whether an industrial dispute exists, the application under the *Conciliation and Arbitration Act* 1904 (Cth) ("the Act"), s. 142A does not raise any constitutional issue. At most there is an error by the Commission on a decision which it is authorized to make. In *R. v. Taylor; Ex parte Professional Officers' Association — Commonwealth Public Service* (32) this Court, in referring to decisions under the Act by the Registrar and former Court of Conciliation and Arbitration relating to representation by organizations, stressed that the policy of the Act is (to use the words of Dixon J. (33)) "that matters of this decription should be dealt with by the Court of Conciliation and Arbitration and by its officers and that we should be very careful in maintaining the distinction between error in deciding a matter and excess of power so that we do not award a writ of prohibition in matters which are within the province of the court and of the Registrar to decide. We should be careful to exclude from our consideration matters which go to the correctness or incorrectness of the decisions of the Registrar or of the court when we are called upon to decide whether they have exceeded power". This Court (Gibbs C.J., Murphy, Aickin, Wilson and Brennan JJ.) recently indorsed that approach in *Reg. v. Moore; Ex parte Co-operative Bulk Handling Ltd.* (34). It is applicable to an order under s. 142A such as that in the present case which does not involve any constitutional considerations. The policy of the Act is to leave such matters for the Commission. Whether right or wrong, the decision is not such that this Court should intervene.

Writs should be issued in the two applications on the basis that the industrial dispute extends to the disputed work. The application for writs concerning the demarcation should be dismissed.

M77 of 1981.

Orders nisi for prohibition and mandamus discharged.

M41 of 1982.

Order nisi for mandamus and certiorari discharged.

No. 56 of 1982.

Order nisi for mandamus and certiorari discharged.

Solicitors for the prosecutor, *Geoffrey Edwards & Co.*

(32) (1951) 82 C.L.R. 177.
(33) (1951) 82 C.L.R., at p. 186.
(34) (1982) 56 A.L.J.R. 697; 2 I.R. 1; 41 A.L.R. 221.

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Solicitor for the Commissioners, *B. J. O'Donovan*, Crown Solicitor for the Commonwealth.

Solicitors for the Federated Ironworkers' Association, *McClellands.*

Solicitors for the Australian Workers' Union, *Arnold Thomas & Co.*

Solicitors for C.B.I. Constructions Pty. Ltd., Transfield Adelaide Pty. Ltd. and Metal Trades Industries Association (South Australia), *Mallesons.*

R.A.S.

Queen's Wharf carpenters to earn $300,000 a year

THE details of a union-brokered pay deal for some tradies working on a multibillion-dollar project in Brisbane's CBD have been revealed, with some set to earn more a year than a state MP.

PETER GLEESON

2 min read

September 7, 2018 - 12:41PM

Future Brisbane: The new Queen's Wharf

Fly through of Queen's Wharf Brisbane outlines one of the city's biggest developments.

CARPENTERS working on Brisbane's multibillion-dollar Queen's Wharf project will get up to $288,500 a year to make sure they don't strike.

The astonishing deal is contained in a confidential Enterprise Bargaining Agreement brokered by the CFMMEU and leaked yesterday to *The Courier-Mail*.

The wages are three times those earned by Queensland teachers and nurses.

The Courier-Mail can also reveal the workers will get a 5 per cent a year increase in their wages up until the completion of the project in 2022 – taking their salaries beyond $330,000 a year, more than what a Queensland Cabinet Minister earns.

If a carpenter is engaged on shift work and begins ordinary-hours work after 1pm, the 46-hour rate totals $288,500 a year, including super.

A Greenfield Project Agreement has been brokered by the powerful and strike-happy CFMMEU with the Queen's Wharf consortium – Star Entertainment Group and Chow Tai Fook – as part of a deal to minimise industrial disputation.

These rates do not include on-costs for annual leave, public holidays, personal leave, wet weather, lost time, long service leave, Sunday loadings, WorkCover and payroll tax, which adds 30 per cent on top of the wage.

Artist's impression of Queens Wharf, Brisbane

Opposition industrial relations spokesman Jarrod Bleijie said the EBA was "an obscene wage demand making it uncompetitive to do business in Queensland".

"(The CFMMEU) own the Government; with Labor in power they always get their way," he said.

"The wage deals are choking Queensland's economic development – because of the unions, it is too expensive to invest in Queensland.

“If you don’t agree, they will shut down your site – we have seen this before on government projects (and) it has cost taxpayers tens of millions of dollars.”

A state MP earns $159,000 a year and a Cabinet Minister pockets $327,000 a year.

The average nurse’s wage is $75,322 a year.

A carpenter not working the nominal 10 hours overtime will still earn $155,700 a year. Workers on Queen’s Wharf will be paid $11 an hour for just turning up to work.

They get $50 a day to travel to the work site even on a rostered day off when you don’t have to travel to work.

The Queen’s Wharf deal is well in excess of the average CFMMEU enterprise bargaining agreement for carpenters.

The deal was brokered by CFMMEU strongman Jade Ingham, who was recently appointed by the Government to the Queensland Building and Construction Board, which regulates building laws.

CFMMEU strongman Jade Ingham brokered the deal. Picture: Mark Calleja

Opposition industrial relations spokesman Jarrod Bleijie. Picture: Justin Brierty

The draft agreement is expected to be completed within weeks but is being circulated now to subcontractors. It will run for four years and includes a provision for a 5 per cent annual wage increase.

Queen's Wharf, the biggest single private enterprise project in state history, is due to be completed by 2022.

It includes a new casino, 2000-unit residential towers, a Ritz-Carlton hotel, Rosewood hotel, Grand hotel, Dorsett hotel, specialty retail and 50 restaurants.

Star says it will transform the CBD and attract 40,000 people a day.

Federal Court judges have been highly critical of the CFMMEU in the past.

The union has been singled out for its civil disobedience, having been fined in Queensland on 135 occasions between 1999 and 2017.

“The (CFMMEU’s) massive donations to the Labor Party give them unprecedented access to Labor Ministers and appointments to Government boards,” Mr Bleijie said.

“Under Annastacia Palaszczuk, Queensland is the strike capital of Australia – we have more work days lost because of strikes than any other state. Annastacia Palaszczuk should immediately disassociate from the CFMMEU.”

Star Entertainment Group would not comment.

00:40

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Multiplex Australasia Pty Ltd T/A Multiplex
(AG2019/1406)

MULTIPLEX AUSTRALASIA PTY LTD QUEEN'S WHARF PROJECT AGREEMENT

Building, metal and civil construction industries

DEPUTY PRESIDENT MASSON MELBOURNE, 7 JUNE 2019

Application for approval of the Multiplex Australasia Pty Ltd Queen's Wharf Project Agreement.

[1] An application has been made for approval of an enterprise agreement known as the *Multiplex Australasia Pty Ltd Queen's Wharf Project Agreement* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Multiplex Australasia Pty Ltd T/A Multiplex. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The application was not lodged within 14 days after the agreement was made. Pursuant to s.185(3)(b), in all the circumstances I consider it fair to extend the time for making the application to the date it was actually made.

[5] 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 June 2019. The nominal expiry date of the Agreement is 31 May 2023.

DEPUTY PRESIDENT

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Annexure A

Dear Deputy President Masson

AG 2019/1406 - Multiplex Australasia Pty Ltd Queen's Wharf Project Agreement

Written undertakings under section 190 of the *Fair Work Act 2009*

Multiplex Australasia Pty Ltd, the employer covered by *Multiplex Australasia Pty Ltd Queen's Wharf Project* (**the Agreement**), undertakes the following in relation to the Agreement:

1 Notwithstanding clause 4.2 of the Agreement, the Agreement shall come into operation 7 days after the Agreement is approved by the Fair Work Commission.

This undertaking is signed for and on behalf of **Multiplex Australasia Pty Ltd** by David Redding, Regional Director

Signed: [redacted]

David Redding

Regional Director

Multiplex Australasia Pty Ltd

Date: 5 June 2019

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

MULTIPLEX AUSTRALASIA PTY LTD QUEEN'S WHARF PROJECT AGREEMENT

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1.0 TITLE

1.1 This agreement is known as the Multiplex Australasia Pty Ltd Queen's Wharf Project Agreement (the **Agreement**).

2.0 DATE OF OPERATION

2.1 This Agreement will commence operation on 1 June 2019 and will have a nominal expiry date of 31 May 2023. The Agreement will continue to apply beyond its nominal expiry date until it is terminated or replaced by another enterprise agreement.

3.0 APPLICATION OF AGREEMENT

3.1 Subject to clause 3.2 below. this Agreement covers:

(a) Multiplex Australasia Pty Ltd (the **Employer**);

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

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

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

(e) Employees,

collectively known as the **Parties**.

Note: For clarity, each union named above will only become covered by this Agreement as described in clauses 3 and 4 if it is a bargaining representative, it makes an application under s 183 of the FW Act to become covered by the Agreement and FWC notes this in its decision to approve the Agreement.

3.2 This Agreement only covers building and construction work undertaken by Employees on the Project.

3.3 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.

4.0 PARTIES BOUND AND COVERED

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

5.0 RELATIONSHIP TO AWARDS, AGREEMENTS, AND OTHER DOCUMENTS

5.1 The following instruments are incorporated into this Agreement:

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

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

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

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

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

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

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

6.0 DEFINITIONS

6.1 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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FWC means the Fair Work Commission;

Income Insurance means CIPQ and Energy Super Income Insurance;

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

JetCo means Joint Electrical Training Company;

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

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

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

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

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

Project means the Queen's Wharf project for Destination Brisbane Consortium in the precinct known as Queen's Wharf, Brisbane, QLD, and for the avoidance of doubt, includes all stages that form part of the project;

PROTECT means Protect Severance Fund ABN 98 395 548 596

QIRC means Queensland Industrial Relations Commission;

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

Redundancy Trust Fund means BERT and CIRT;

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

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

(a) Having had not less than 12 months' on-the-job experience of such skilled work, and

(b) Having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means including the on-the-job experience, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of expertise/skill;

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

Training Fund means BEWT and JetCo;

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

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

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

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

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

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

7.0 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, including the Code.

8.0 CONSULTATION

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

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

Consultation about major workplace change

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

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

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

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

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

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

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

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

8.8 "Significant Effects" under this clause 8.0 includes but is not limited to termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's

workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs in relation to the Project.

Consultation about changes to rosters or hours of work

8.9 Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) affected and, if required their representative, about the proposed change.

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

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

(b) for the purposes of the discussion, provide to the relevant Employees and their representative details of the following in writing:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and

(iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

(c) invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities), and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their representative(s).

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

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

9.0 CONSULTATION FOR PRODUCTIVITY

9.1 The Parties are committed to working together, in a manner consistent with the terms of the Agreement, to promote productivity and ensure the elimination of any matters which may otherwise give rise to loss of productivity. The Parties recognise a particular requirement for establishing the most productive working hours for the Project, matters that may be discussed will include but is not limited to:

(a) Starting times;

(b) Scheduled shutdowns;

(c) Shift work rosters;

(d) Implementation of the hours' of work clause;

(e) Work arrangements in accordance with clause 30.0 of this Agreement;

(f) Any other productivity measures provided in this Agreement.

9.2 Through the Consultative Committee established pursuant to clause 8.2, consultation shall take place on a regular and routine basis. In order to facilitate consultation, the Employer will provide the following relevant information about the Project:

(a) Project programme,

(b) Progress of initiatives already implemented;

(c) any other matter that arises for consideration under clause 9.1.

9.3 However, the Employer is not required to disclose confidential or commercially sensitive information about the Project;

9.4 For the purposes of this clause 'consultation' involves the Employer proposing productivity measures for the Project and the Employees and the Union and any other nominated representative giving prompt and genuine consideration to those proposed measures of the Employer

9.5 Any Party may seek to enact the disputes settlement procedure in this Agreement to facilitate consultation under this clause at any time.

10.0 WORKPLACE MODERNISATION

10.1 Commitment to Continuous Improvement

The Parties are committed to continuous improvement in the general building and construction industry and to the modernisation of the workplace. This Project provides an opportunity to be a "lighthouse" for the continuing modernisation of the workplace. In particular, the Parties are committed to supporting the following initiatives:

(a) initiatives to promote the employment of women, Indigenous, mature age or other groups of workers disadvantaged in the labour market;

(b) workers' health and wellbeing initiatives (such as health checks, suicide prevention, screening for dust diseases, drug and alcohol awareness and treatment);

(c) programs to reduce bullying, sexual harassment or workplace discrimination;

(d) initiatives to encourage fair, cooperative and productive workplace relations across the industry;

(e) initiatives to promote the take-up and completion of apprenticeships, such as mentoring programs;

(f) initiatives to give back to the community; and

(g) Initiatives to promote cultural awareness.

10.2 To ensure significant success the Parties, and notwithstanding the policies currently provided in this clause, the Parties will set targets and or create processes including but not limited to:

(a) The number of woman to be included the implementation of the training obligations in this Agreement.

(b) The number of indigenous people to be included in the implementation of the training obligations in this Agreement;

(c) The establishment of standards of behaviour to eliminate bullying, sexual harassment or unlawful discrimination;

(d) The creation and oversight of a process for workers to discuss in confidence concerns about any behaviour concerning bullying, sexual harassment or unlawful discrimination that impacts upon them;

(e) The inclusions of any instructions, advice and guidance in the project induction;

(f) Education campaigns.

10.3 First Nations People

The Employer recognises there is a significant Aboriginal and Torres Strait Islander (ATSI) population in the Brisbane area and is committed to ensuring a significant representation of people who identify themselves as ATSI are employed on the Project. The Employer will endeavour to achieve a 5% participation of ATSI Employees on the Project.

Additionally, the Employer recognises the Traditional custodianship of the Yuggera/Jagera and Turrbul peoples in the Brisbane CBD area. The Employer will ensure that all Employees receive cultural awareness training as part of the site induction process to ensure that all workers are made aware of the history and spiritual connection that Traditional Owners have with the area where the Project is being constructed.

A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the Project reach 50, as part of the Employer's 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 carer development opportunities for ATSI Employees;

(c) The development of retention and promotion for ATSI Employees on the Project.

10.4 Site Canteen

(a) Because of the size of the site, a canteen will be established on site to maximize productivity. Further, the Employer commits to arranging for the canteen to open at least one night per week for the purpose of providing meals to the City's homeless community (Homeless Service).

(b) This Homeless Service will be partially funded by the Employer and partially funded by any Employee, who each may agree in writing to have $5 per week deducted from their wages to support this initiative.

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

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

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

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

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 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 Queensland Building and Construction Commission, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.

11.9 Direction to cease work

If -

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

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

(b) 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,

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

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

12.0 HEALTH AND SAFETY REPRESENTATIVES

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

12.2 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.

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

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

13.0 HEALTH AND SAFETY REPRESENTATIVE MEETINGS

13.1 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.

14.0 HOT WEATHER GUIDELINES

14.1 Under this Agreement when air temperature reaches

(a) 35°C or

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

it shall constitute inclement weather (**Extreme Hot Weather**).

This clause 14.0 must be incorporated in the Employer's OHS Procedures for the Project.

14.2 Before finishing work, Employees should be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and WHS Reps. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 14.3. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. BOM weather stations used for weather observations shall be the closest to the Project and/or with similar weather conditions.

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

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

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

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

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

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

(f) increasing air movement by fans or coolers;

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

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

14.4 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 14.5.

(b) where the temperature is 28°C and 75% humidity or more after three hours from the commencement of a shift there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 14.5.

14.5 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,

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

15.0 TOOL BOX MEETINGS

15.1 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.

16.0 CONTRACT OF EMPLOYMENT

16.1 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.

16.2 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.

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

continue to accrue all appropriate leave entitlements for the first twelve months of the Employee's absence due to the workers compensation claim.

17.0 CASUAL EMPLOYMENT

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

17.2 A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except notice of termination (other than in accordance with clause 17.7, annual leave, paid community services leave, paid personal (including carer's) leave, and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid compassionate leave and carer's leave and other unpaid leave in accordance with the National Employment Standards.

17.3 Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the relevant fares and travel allowance prescribed by APPENDIX ONE below. On Saturdays and Sundays, a casual Employee is entitled to payment for a minimum of four (4) hours, plus the relevant fares and travel allowance prescribed by clause APPENDIX ONE, as applicable.

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

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

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

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

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

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

17.7 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.

17.8 Casual Conversion

17.9 A casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of 6 weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the Employer.

17.10 A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause 17.9 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.

18.0 APPRENTICES/TRAINEES

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

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

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

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

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

18.6 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.

18.7 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.

18.8 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 18.6 and clause 18.7 above.

18.9 Apprentice Training

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

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

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

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

19.0 TRAINING AND RELATED MATTERS

19.1 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.

19.2 The Employer agrees that it will, within 7 days of receiving a written request from an Employee, provide:

(a) evidence to demonstrate the positive commitment to training and skill development, and

(b) the information as to the number of apprentices and visa holders engaged by the Employer,

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

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

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

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

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

19.7 The Employer agrees that it will, within three months of the commencement of this Agreement, schedule training in the nationally accredited asbestos awareness training course mentioned in 19.10 below, for each employee covered by this Agreement.

19.8 Further, the Employer agrees that it will, within three months of each new Employee commencing employment, ensure that the Employee successfully completes the nationally accredited asbestos awareness training course mentioned in clause 19.10 below.

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

19.10 The course referred to in clause 19.8 above will be 10279NAT Identification and Awareness of Asbestos Containing Materials.

19.11 The Employer agrees that it will, within 7 days of receiving a written request from an Employee, provide:

(a) evidence to demonstrate the positive commitment to training and skill development, and

(b) the information as to the number of apprentices and visa holders engaged by the Employer,

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

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

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

20.0 EMPLOYMENT SECURITY

20.1 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.

20.2 In order to maximise the continuity and security of employment for Employees and to ensure that the Employer's equipment is operated only by qualified, experienced and capable persons, the Employer

agrees that in relation to the operation of tower cranes all tower cranes which are hired out by the Employer and which are capable of being operated by Employees of the Employer shall be supplied with a suitably qualified operator who is a current Employee of the Employer for the duration of the hire period.

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

20.4 The Employer is also committed to maintaining a stable and skilled workforce, having regard to the contribution that a stable and skilled up workforce has for Employee's job security. The Employer also acknowledges that use of subcontractors or supplementary labour may amount to a workplace concern on the part of Employees. The Employer will take all reasonable measures to achieve employment security for the Employees insofar as it is practicable to do so.

20.5 If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee's under this 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.

20.6 Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the disputes settlement procedure under this Agreement. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

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

21.0 TERMINATION

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

21.2 Performance/General Misconduct

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

(a) Step 1- First Written Warning

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

(i) The issues of concern; and

(ii) The standards of improvement required.

(b) Step 2- Final Written Warning

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

(i) The issues of concern; and

(ii) The standards of improvement required; and

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

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

(c) Step 3- Dismissal

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

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

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

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

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

21.7 For clarity, this clause 21.0 does not apply to casual Employees.

22.0 REDUNDANCY AND INCOME PROTECTION

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

23.0 WAGES

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

(a) 5% from the 1st July 2019.
(b) 5 % from the 1st July 2020;
(c) 5 % from the 1st July 2021;
(d) 5% from the 1st July 2022; and
(e) 5% from the 1st July 2023, subject to this increase being the sole wage increase for the year following the date of increase.

24.0 CLASSIFICATIONS

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

24.2 Site Allowance

Site Allowance of $8.00 will be paid as a flat amount for each hour worked and will remain unaltered for the duration of the Project.

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

(a) Heavy Blocks
(b) Explosive Powered Tools
(c) Scaffolder's Licence Allowance
(d) Unbacked Insulation
(e) Swing Stage
(f) Height/ Multi Storey

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

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

24.3 Productivity Allowance

(a) In recognition of the total package of: productivity improvement initiatives considered in clauses 9.0 and 27.0, the duration of the Project, and specific application of this Agreement, a project Productivity Allowance will be paid to all Employees covered by this Agreement.
(b) The Employer shall pay a project Productivity Allowance of $3 per hour for each hour worked on the Project.
(c) The Productivity Allowance will be paid weekly for each hour worked an in accordance with this clause attracting no premium or penalty and remains in force for the operation of the Agreement.

24.4 Start Date

The Site Allowance and Productivity Allowance in accordance with clause 24.2 and 24.3 are payable from 1 January 2017.

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

25.0 SUPERANNUATION

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

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

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

(a) $245.00 per week from first full pay period July 2018;
(b) $255.00 per week effective first full pay period July 2019;
(c) $269.00 per week effective first full pay period July 2020; .
(d) $280.00 per week effective first full pay period July 2021; .
(e) $295.00 per week effective first full pay period July 2022; and
(f) $307.00 per week effective first full pay period July 2023. .

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

(a) $62.00 per week from first full pay period July 2018;
(b) $64.00 per week effective first full pay period July 2019;
(c) $68.00 per week effective first full pay period July 2020;
(d) $70.00 per week effective first full pay period July 2021;
(e) $74.00 per week effective first full pay period July 2022; and
(f) $77.00 per week effective first full pay period July 2023.

25.5 The contributions in clauses 25.2 and 25.4 above shall be in addition to all other entitlements prescribed by this Agreement.

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

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

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

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

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

26.0 SALARY SACRIFICE ARRANGEMENTS

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

(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.

27.0 HOURS OF WORK

27.1 Ordinary hours

27.1.1 The Project is one of the largest scale construction projects that the Brisbane CBD has ever seen. In recognition of the sheer volume of the labour, plant, machinery, the impact of local and State government requirements, and the deliverable requirements of the client, the Parties agree that some sections or stages of the Project will be conducted on a continuous or extended shift basis in accordance with this clause.

27.1.2 In order to achieve this, the ordinary working hours on this Project will be 36 hours per week (7.2 hours per day) worked between 6.00 a.m. and 6.00 p.m and 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 for an individual Employee.

27.1.3 This may be exceeded by agreement to meet the productivity initiatives of this clause 27.0 including (but not limited to) installation and commissioning of services, and final fitout works, provided that an Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regarding matters including:

(a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

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

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

(d) any other relevant matter.

27.2 Start and finish times

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

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

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

27.3 RDO and Weekend Work

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

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

28.0 OVERTIME PENALTY RATES

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

(a) From 1 January 2019, double time.

29.0 SHIFTWORK

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

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

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

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

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

30.0 EMPLOYEE ROSTERED DAY OFF

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

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

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

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

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

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

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

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

(a) The Employer shall establish that there is a genuine need for the work to take place on the RDO. Examples of where work may take place include, but are not limited to, the following: jumping cranes, erecting or dismantling jump form, high-risk activity after consultation with the safety committee), or other operational circumstances that require work on that day; and

(b) The Employer must consult with the affected Employee(s); and

(c) Provide affected Employee/s the opportunity to notify the Union using the form provided for in APPENDIX SIX, or other chosen representative/s in writing (fax or email) prior to the RDO that work will be performed.

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

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

(a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

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

(c) any other relevant matter.

30.7 Where the procedure in clause 30.5 has been followed and at least 7 days' notice has been provided to Employees to work on the RDO, Employee's must be paid for at 200% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment for 8 hours, for that RDO. Where the procedure in clause 30.5 has not been followed or less than 7 days' notice has been provided to Employees to work on the RDO, Employee's must be paid at 250% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment of 8 hours, for that RDO.

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

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

30.10 Easter and Christmas

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

31.0 LEAVE

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

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

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

(c) compassionate leave

31.2 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.

31.3 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.

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

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

31.6 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.

31.7 Employees may take unpaid leave (in addition to any entitlements to certain types of unpaid leave that are available in accordance with the National Employment Standards). Such leave will be subject to the Employer's approval except for up to 5 days per year of unpaid leave, which may be taken by notice given at or before the commencement of such leave. Unpaid leave can be taken for less than a day.

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

Annual leave shall accrue at the rate of 3 hours per week (i.e. 36 ordinary hours) of service. If the Employee is a Continuous Shiftworker (as defined this Agreement), the Employee shall accrue annual leave at the rate of 3.75 hours per week (i.e. 36 ordinary hours) of service.

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

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

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

Employees are entitled to compassionate leave in accordance with the National Employment Standards contained in the FW Act. In addition, compassionate leave is available for Employees when any close family relative dies (i.e. the relative does not necessarily have to be a member of the Employee's

immediate family or household.) For clarity, casual Employees are entitled to unpaid compassionate leave in accordance with the National Employment Standards.

32.0 FAMILY VIOLENCE LEAVE

32.1 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

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

32.2 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.

32.3 For the purposes of clauses 32.2(b) and 32.2(e), a relationship may be an intimate personal relationship whether or not it is sexual in nature.

32.4 Confidentiality

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

32.5 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 for their classification by this Agreement applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

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

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

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

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

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

33.0 ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY MATTERS

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

(a) 1 pair of safety boots (if the Employee buys such boots, the Employer will reimburse the Employee up to $125.00 upon producing of a purchase receipt);

(b) 6 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed; and

(c) 1 high visibility winter jacket.

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

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

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

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

33.2 Stand-By Drivers and Crane Crews

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

  (i) A crane driver;

  (ii) A dogman/stand-by driver; and

  (iii) A dogman

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

  (i) 2 cranes -1stand-by driver

  (ii) 3 cranes- 2 stand-by drivers

  (iii) 4 cranes- 3 stand-by drivers

  (iv) 5 cranes- 4 stand-by drivers

  (v) 6 cranes or more- to be negotiated

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

34.0 TIME AND WAGES RECORDS

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

(a) Name of employing Employer

(b) Name of Employee

(c) Employee's classification

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

(e) Details of the number of ordinary hours worked

(f) Details of the number of overtime hours worked

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

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

(i) The gross wages paid

(j) The net wages paid

(k) Details of any deductions made from the wages

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

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

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

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

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

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

(a) The Employees date of birth

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

(c) The Employees tax file number

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

(e) The Employees BERT/CIRT number

(f) The Employees QLeave or NTBuild number

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

(h) Daily details of work including:

(i) Daily start time and finish time

(ii) Time lunch and crib breaks taken

(iii) Total ordinary hours worked and resulting wage

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

(v) Total double time hours worked and resulting wage

(i) Details of allowances paid

(j) Details and payment for RDO's, Personal and annual leave, public holidays

(k) Details of deductions

(l) Details of additions

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

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

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

(p) Net wages per week and year to date

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

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

35.0 UNION DELEGATE/EMPLOYEE REPRESENTATIVE RIGHTS

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

(a) the right to be treated fairly and to perform their role without any discrimination in their employment;

(b) for the Union Delegate/employee representative to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;

(c) the right to place information related to permitted matters in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws; and

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;

(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace; and

(f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts,

(g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts,

(h) the right for reasonable time off to attend accredited union education

(i) the right to take reasonable leave to work with the Union

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

36.0 UNION DELEGATE FACILITIES

36.1 Union Delegate Facilities

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

(a) a telephone;

(b) an Ipad equipped with mobile Internet access;

(c) a table and chairs

(d) a filing cabinet

(e) air-conditioning/heating;

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

(g) a private lockable area.

37.0 UNION TRAINING LEAVE

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

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

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

(a) The name of the Union Delegate seeking the leave;

(b) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and

(c) A general description of the content and structure of the course and the location where the course is to be conducted.

37.4 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.

37.5 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.

37.6 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.

37.7 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.

37.8 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.

37.9 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.

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

38.0 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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

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

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

(i) Time between which ordinary hours are worked;

(ii) Salary sacrifice agreements;

(iii) Reduction in ordinary hours;

(iv) Increase in annual leave accrual each year;

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

(vi) Increase in wages;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39.0 SHAM CONTRACTING

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

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

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

(a) the services are to be performed by an individual (who is not the Contractor); and the individual has any ownership in, or is an officer or trustee of, the contractor; and

(b) if the contract were entered into with the individual, the contract would be a contract of employment.

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

(a) the name of the Contractor;

(b) the owner(s) of the Contractor;

(c) the works that the Contractor was engaged to perform;

(d) basis on which the Contractor was paid for the work e.g. lump sum/fixed price, daily rate, other; and

(e) advice as to whether the works that the Contractor was engaged to perform were previously performed by an Employee covered by this Agreement.

39.5 The Employer will, within 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).

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

(a) 175% of the applicable hourly rate contained in this Agreement; plus

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

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

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

40.0 SECURITY OF PAYMENTS

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

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

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

40.4 The Employer will:

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

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

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

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

40.5 The Employer will keep records demonstrating its compliance with clause 40.4. The Employer will, within 7 days of receiving a written request from an Employee who has a reasonable belief of a non-compliance with clause 40.4, provide evidence demonstrating its compliance. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth) or the FW Act.

41.0 TEMPORARY FOREIGN LABOUR

41.1 In this clause the term "temporary foreign labour" means a person that is not an Australian citizen or Australian permanent resident (within the meaning of the Migration Act 1958 (Cth) who is employed or engaged to undertake building work by the Employer.

41.2 The Employer recognises that the engagement of temporary foreign labour may undermine the job security of the Employees covered by this Agreement. The parties wish to limit the circumstances in which temporary foreign labour can be engaged so as to ensure the job security of the Employees covered by this Agreement.

41.3 The Employer will not engage temporary foreign labour unless:

(a) the position is first advertised in Australia;

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

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

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

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

41.4 The Employer will, within 7 days of receiving a written request from an Employee provide evidence demonstrating its compliance with this clause 41.0 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) or FW Act.

41.5 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.

42.0 QUALITY BUILDING MATERIALS

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

(a) is not, or will not be, safe;

(b) does not, or will not, comply with relevant regulatory provisions; or

(c) does not perform, or is not capable of performing, for the use to the standard represented.

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

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

42.3 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

42.4 The Employer will, within 7 days of receiving a written request from an Employee, provide a copy of the records which it is required to keep pursuant to the previous subclause.

43.0 COMPLIANCE WITH THIS AGREEMENT

43.1 Complaints, queries and concerns regarding entitlements paid in relation to the Awards or this Agreement shall be raised and resolved in accordance with the disputes procedure in this Agreement. Authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements. Authorised industrial inspectors or permit holders shall be provided access to time and wages records in accordance with the FW Act.

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

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

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

(b) Legislative requirements such as:

(i) Fair Work Act 2009;

(ii) QLD/NT Workers Compensation;

(iii) Superannuation; and

(iv) Long Service Leave.

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

44.0 COMPLIANCE WITH STATUTORY REQUIREMENTS

44.1 The Parties shall adhere to the requirements of all Acts of Parliament of the Commonwealth and State and therefore comply with the requirements of all those ordinances, regulations, by-laws, orders and proclamations made or issued under any Act.

45.0 POSTING OF AGREEMENT AND NOTICES

45.1 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.

46.0 SEVERABILITY

46.1 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.

47.0 **SIGNATURE CLAUSE**

Signed by the Employer:

Sign name:.....

Print name:..GEOFFREY KELLOCK.....

Position/Authority to sign:.....REGIONAL DIRECTOR.....

Address:..LEVEL 6, 240 QUEEN STREET BRISBANE

Signed for and on behalf of Employees by the Construction, Forestry, Maritime, Mining and Energy Union:

Sign name:.....

Print name:.....JADE INGHAM.....

Position/Authority to sign:.....Divisional Branch Assistant Secretary

Address:.16...CAMPBELL ST BOWEN HILLS Q 4006

Endorsed by the ETU:

Sign name:.....

Print name:.....Peter Ung.....

Position/Authority to sign:.....Secretary.....

Address:.....41 Peel st South Brisbane 4101

Endorsed by the CEPU (Plumbing Division):

Sign name:.....S O'Halloran.....

Print name:.....Gary O'Halloran.....

Position/Authority to sign:.....Secretary.....

Address:.....41 Peel st South Brisbane 4101.

Endorsed by the AMWU:

Sign name:.....

Print name:.....ROHAN WEBB.....

Position/Authority to sign:.....STATE SECRETARY.....

Address:....266 UPPER ROMA STREET BRISBANE QLD 4000.

Appendix One Rates of Pay & Allowances

SECTION ONE – CONSTRUCTION WORKERS

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

1 Wages

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

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

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

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

CONSTRUCTION WORKER CLASSIFICATIONS AND RATES OF PAY						
CW8 - Supervisor						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,944.13	$2,041.34	$2,143.41	$2,250.58	$2,363.11	$2,481.26
p/h	$54.00	$56.70	$59.54	$62.51	$65.64	$68.92
CW7 - Tower Crane Operator, Tower Crane Rigger, Supervisor (Sub-Foreperson)						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,865.89	$1,959.18	$2,057.14	$2,160.00	$2,268.00	$2,381.40
p/h	$51.83	$54.42	$57.14	$60.00	$63.00	$66.15
CW6 – Trainer						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,788.19	$1,877.60	$1,971.48	$2,070.05	$2,173.56	$2,282.23
p/h	$49.67	$52.15	$54.76	$57.50	$60.37	$63.39
CW5 - Special Class Trades, Special Class Dogman (as defined), Refractory Bricklayer, Carver						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,710.50	$1,796.03	$1,885.83	$1,980.12	$2,079.13	$2,183.09
p/h	$47.51	$49.89	$52.38	$55.00	$57.75	$60.64
CW4 – Signwriter						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,661.00	$1,744.05	$1,831.25	$1,922.82	$2,018.96	$2,119.90
p/h	$46.14	$48.45	$50.87	$53.42	$56.09	$58.89
CW4 - Marker Setter Out, Letter Cutter, WHSO, Union delegate						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,718.47	$1,804.39	$1,894.61	$1,989.34	$2,088.81	$2,193.25
p/h	$47.74	$50.13	$52.64	$55.27	$58.03	$60.93
CW4 - Mobile Concrete Boom Pump Operator						

From	1/7/2018	1/7/2019	1/7/2020	1/7/2021	1/7/2022	1/7/2023
p/w	$1,635.22	$1,716.98	$1,802.83	$1,892.97	$1,987.62	$2,087.00
p/h	$45.42	$47.69	$50.07	$52.58	$55.21	$57.97
CW3 - Carpenters/Join ers, Stone-mason, Other Qualified Tradesperson*						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,640.77	$1,722.81	$1,808.95	$1,899.40	$1,994.37	$2,094.09
p/h	$45.58	$47.86	$50.25	$52.77	$55.40	$58.17
CW3 - Floorlayers, Plasterers, Tilers, Tuck-pointers						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,629.07	$1,710.52	$1,796.05	$1,885.85	$1,980.14	$2,079.15
p/h	$45.25	$47.51	$49.89	$52.38	$55.00	$57.75
CW3 - Bricklayers, Water-proofers						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,618.95	$1,699.90	$1,784.90	$1,874.14	$1,967.85	$2,066.24
p/h	$44.97	$47.22	$49.58	$52.06	$54.66	$57.40
CW3 - Slater, Ridge or Roof Fixer, Roof Tiler						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,604.05	$1,684.25	$1,768.46	$1,856.89	$1,949.73	$2,047.22
p/h	$44.56	$46.79	$49.13	$51.59	$54.17	$56.87
CW3 - Painters, Glaziers, Installers						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,583.30	$1,662.47	$1,745.59	$1,832.87	$1,924.52	$2,020.74
p/h	$43.98	$46.18	$48.49	$50.91	$53.46	$56.13
CW3 - Rigger, Dogman, Employees with AQF 3 certificates (even if Employee job mentioned in lower classification), Mobile Concrete Line Pump Operators, Concrete Cutter (+ 6 months experience)						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,557.21	$1,635.07	$1,716.82	$1,802.66	$1,892.80	$1,987.44
p/h	$43.26	$45.42	$47.69	$50.08	$52.58	$55.21
CW2 - Scaffolder, Powder Monkey, Hoist & Winch Driver, Foundation Shaftsman, Steelfixer (including Tack Welder), Concrete Finisher, Traffic Controller, Gatemen / Security Guard, Pump Line Hand, Post Tensioning						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,494.96	$1,569.71	$1,648.20	$1,730.61	$1,817.14	$1,907.99
p/h	$41.52	$43.60	$45.78	$48.07	$50.47	$53.00
CW1 - Skilled Labourer, Formwork Labourer and Others						
p/w	$1,439.07	$1,511.02	$1,586.57	$1,665.90	$1,749.19	$1,836.65
p/h	$39.97	$41.97	$44.07	$46.27	$48.59	$51.01

APPRENTICE RATES OF PAY						
Stage 4 of Apprenticeship (90% of CW3)						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,401.62	$1,471.61	$1,545.14	$1,622.40	$1,703.52	$1,788.69
p/h	$38.93	$40.88	$42.92	$45.07	$47.32	$49.69

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

Trainee Wages

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

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

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

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

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

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

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

This APPENDIX ONE, SECTION TWO reflects the agreement of the Parties respondent to this agreement in respect of, among other things, classifications and wage rates of Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Workers. Refer to APPENDIX ONE, SECTION FIVE, for allowances, as the context requires.
At the time of engagement of each Employee, the Employer must inform the person in writing the terms of their engagement (permanent, part-time or casual), the name of their Employer, the job to be performed, the classification level, and the relevant rate of pay.

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

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

Classifications

Key concepts and terms

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

Fabrication includes:

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

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

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

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

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

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

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

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

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

- Chilled water insulation;
- Acoustic Insulation.

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

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

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

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

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

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

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

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

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

Prefabrication includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Engagement and Classification

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

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

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

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

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

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

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

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

Classification Structure

Classification	Relativity to Tradesperson (%)
Plumbing & Mechanical Services Classifications	
Plumbing and mechanical services assistant/ Plumbing and mechanical services sheet metal worker	90
Plumbing and mechanical services worker level 3	100
Plumbing and mechanical services tradesperson level 1	100
Plumbing and mechanical services tradesperson level 2	105.2

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

Classification Definitions

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

(a) **Plumbing & Mechanical Services**

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

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

- Plumbing and mechanical services sheet metal worker level 1(a) new entrant under the age of 21 (after 12 months employees not offered an apprenticeship will be moved to Plumbing and Mechanical Services Worker level 1(b));
- Plumbing and mechanical services sheet metal worker level 1(b) (new entrant) over the age of 21;
- Plumbing and mechanical services worker level 2(a) (new entrant) - upon commencement in the industry;
- Plumbing and mechanical services worker level 2(b) - after three months in the industry (after three months in the industry or, for those translating from level 1, 3 months at level 2(a));
- Plumbing and mechanical services worker level 2(c) - after twelve months in the industry (after twelve months in the industry or, for those translating from level 1, following 12 months at level 2(b));
- Plumbing and mechanical services worker level 2(d) - upon fulfilling the substantive requirements of plumbing and mechanical services worker level 2(d);

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

(a) Organising of tools;

(b) Painting of pipe;

(c) Carry pipe around the work site;

(d) Lay pipe out;

(e) Assist in measuring up;

(f) Concreting around pipes;

(g) Install penetration seals;

(h) Assist in fire rating;

(i) Clean up;

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

(k) Pick up and deliver material and equipment to site.

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

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

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

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

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

- Erect and dismantle scaffolding.
- Assist with rigging.
- Undertake basic oxy cutting.
- Execute shoring/trenching.

- Undertake site drainage and de-watering.
- Assisting one or more tradespersons.
- Safely handle waste.
- Use tools, plant and equipment requiring the exercise of skill and knowledge beyond that of an employee at Plumbing and Mechanical Services Worker Level 1(c).

Plumbing Mechanical Services Worker Level 3 (100%)

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

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

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

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

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

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

Plumbing Mechanical Services Tradesperson Level 1 (100%)

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

- Exercises good interpersonal and communication skills.
- Reads, interprets and applies information from plans.

- Understands and applies quality control techniques.
- Exercises discretion within the scope of this grade.
- Performs work under general supervision either individually or in a team environment.
- Is able to perform tasks safely and be able to identify hazards within their sphere of work.
- Assists with informal on-the-job guidance to a limited degree.
- Performs non-trade tasks incidental to their work.
- Has knowledge of the fields of work within the Plumbing and Mechanical Services sector of the services stream and how they relate to the other areas of the services stream.
- Performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

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

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

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

Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)

A Plumbing and Mechanical Services Tradesperson Level 2 is either:

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

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

- Exercises the skills attained through completion of the training prescribed for this classification.
- Works under general supervision either individually or in a team environment.
- Understands and implements quality control techniques.
- Provides trade guidance and assistance as part of a work team.
- Exercises discretion within the scope of this grade.
- Has knowledge of occupational, health and safety requirements subject to the level of their training.

- Reads, interprets and applies information from plans.

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

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

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

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

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

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

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

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

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

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

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

- Exercises precision trade skills using various materials and/or specialised techniques.
- Schedule and plan work activity
- Write brief reports on work activity.
- Have knowledge of the Australian Standards applying to their sphere of work.
- Recognise hazards associated with tasks in their field of work.
- For Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water

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

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

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

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

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

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

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

- Exercises high precision trade skills using various materials and/or specialised techniques.
- For Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

(b) **Sprinkler Fitting**

Sprinkler Fitting Assistant (86.29%)

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

(a) Organising of tools;

(b) Painting of pipe;

(c) Carry pipe around the work site;

(d) Lay pipe out;

(e) Assist in measuring up;

(f) Concreting around pipes;

(g) Install penetration seals;

(h) Assist in fire rating;

(i) Clean up;

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

(k) Pick up and deliver material and equipment to site.

Sprinkler Fitting Tradesperson Level 2 (105%)

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

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

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

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

(c) Understands and implements quality control techniques.

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

(e) Exercises discretion within their level of training.

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

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

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

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

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

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

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

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

(b) Understands and implements quality control techniques.

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

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

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

(f) Exercises discretion within their level of training.

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

- Exercises precision trade skills using various materials and/or specialized techniques.
- Schedules and plan work activity.
- Writes brief reports on work activity.

- Has knowledge of the Australian Standards applying to their sphere of work.
- Recognises hazards associated with tasks in their field of work.
- exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

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

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

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

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

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

(c) Understands and implements quality control techniques.

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

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

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

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

(c) **Lagging**

New Entrant/ Assistant (65%)

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

Lagger Class C (85%)

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

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

Lagger Class D (90%)

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

Tradesperson, Lagger, Sheet Metal Worker (100%)

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

Adult Apprentices

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

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

Apprentices: Plumber Competencies

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

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

Rates of Pay

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

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

1.0 ALLOWANCES

2.0 EMPLOYEES ACCEPTING RESPONSIBILITY TO STATUTORY AUTHORITIES

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

3.0 COMPENSATION FOR TOOLS AND CLOTHING

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

An Employee will be reimbursed by the Employer to the maximum amount in APPENDIX ONE, SECTION FIVE for loss of tools or clothing by fire or breaking and entering whilst securely stored at the Employer's direction in a room or building on the Employer's premises, job or workshop, or if the tools are lost or stolen while being transported by the Employee at the employers' direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an Employee's absence after leaving the job because of injury or illness. An Employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.

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

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

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

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

4.0 APPRENTICES TRAINING

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

5.0 TRAINING

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

6.0 PUBLIC AND PRODUCT LIABILITY INSURANCE

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

7.0 CALL BACK

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

8.0 THE SERVICES TRADES QUEENSLAND (STQ)

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

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

As represented by their respective employer associations:

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

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

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

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

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

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

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

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

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

SECTION THREE – ELECTRICAL WORKERS

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

1 Wages

COMMERCIAL CONSTRUCTION												
Grade	**1/07/2018**		**1/07/2019**		**1/07/2020**		**1/07/2021**		**1/07/2022**		**1/07/2023**	
	Weekly	**Hourly**	**Weekly**	**Hourly**	**Weekly**	**Hourly**	**Weekly**	**Hourly**	**Weekly**	**Hourly**	**Weekly**	**Hourly**
Electrical Worker Grade 10	$2,391.86	$66.44	$2,511.45	$69.76	$2,637.03	$73.25	$2,768.88	$76.91	$2,907.32	$80.76	$3,052.69	$84.80
Electrical Worker Grade 9	$2,197.47	$61.04	$2,307.34	$64.09	$2,422.71	$67.30	$2,543.85	$70.66	$2,671.04	$74.20	$2,804.59	$77.91
Electrical Worker Grade 8	$2,132.46	$59.24	$2,239.08	$62.20	$2,351.04	$65.31	$2,468.59	$68.57	$2,592.02	$72.00	$2,721.62	$75.60
Electrical Worker Grade 7	$2,002.78	$55.63	$2,102.92	$58.41	$2,208.06	$61.34	$2,318.47	$64.40	$2,434.39	$67.62	$2,556.11	$71.00
Electrical Worker Grade 6	$1,932.81	$53.69	$2,029.45	$56.37	$2,130.92	$59.19	$2,237.47	$62.15	$2,349.34	$65.26	$2,466.81	$68.52
Foreman Rate Grade 2	$1,890.05	$52.50	$1,984.55	$55.13	$2,083.78	$57.88	$2,187.97	$60.78	$2,297.37	$63.82	$2,412.24	$67.01
Foreman Rate Grade 1	$1,849.87	$51.39	$1,942.36	$53.95	$2,039.48	$56.65	$2,141.46	$59.48	$2,248.53	$62.46	$2,360.95	$65.58
Electrical Worker Grade 5	**$1,769.50**	**$49.15**	**$1,857.98**	**$51.61**	**$1,950.87**	**$54.19**	**$2,048.42**	**$56.90**	**$2,150.84**	**$59.75**	**$2,258.38**	**$62.73**
Electrical Fitter	$1,727.03	$47.97	$1,813.38	$50.37	$1,904.05	$52.89	$1,999.25	$55.53	$2,099.22	$58.31	$2,204.18	$61.23
Communication Technician	$1,679.23	$46.65	$1,763.19	$48.98	$1,851.35	$51.43	$1,943.92	$54.00	$2,041.11	$56.70	$2,143.17	$59.53
Electrical Worker Grade 4	$1,638.27	$45.51	$1,720.18	$47.78	$1,806.19	$50.17	$1,896.50	$52.68	$1,991.33	$55.31	$2,090.89	$58.08
Electrical Worker Grade 3	$1,552.04	$43.11	$1,629.64	$45.27	$1,711.12	$47.53	$1,796.68	$49.91	$1,886.51	$52.40	$1,980.84	$55.02
Electrical Worker Grade 2	$1,465.82	$40.72	$1,539.11	$42.75	$1,616.07	$44.89	$1,696.87	$47.14	$1,781.71	$49.49	$1,870.80	$51.97
Electrical Worker Grade 1	$1,379.59	$38.32	$1,448.57	$40.24	$1,521.00	$42.25	$1,597.05	$44.36	$1,676.90	$46.58	$1,760.75	$48.91
These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.												
LIFT MECHANICS - ELECTRICAL & MECHANICAL												
Grade	**1/07/2018**		**1/07/2019**		**1/07/2020**		**1/07/2021**		**1/07/2022**		**1/07/2023**	
	Weekly	**Hourly**	**Weekly**	**Hourly**	**Weekly**	**Hourly**	**Weekly**	**Hourly**	**Weekly**	**Hourly**	**Weekly**	**Hourly**
Tuner - Level 1	$2,197.47	$61.04	$2,307.34	$64.09	$2,422.71	$67.30	$2,543.85	$70.66	$2,671.04	$74.20	$2,804.59	$77.91
Tuner - Level 2	$2,052.00	$57.00	$2,154.60	$59.85	$2,262.33	$62.84	$2,375.45	$65.98	$2,494.22	$69.28	$2,618.93	$72.75
Tuner - Level 3	$2,002.78	$55.63	$2,102.92	$58.41	$2,208.06	$61.34	$2,318.47	$64.40	$2,434.39	$67.62	$2,556.11	$71.00
Electrcian - Special Class	$1,932.81	$53.69	$2,029.45	$56.37	$2,130.92	$59.19	$2,237.47	$62.15	$2,349.34	$65.26	$2,466.81	$68.52
Mechanical Fitter - Special Class	$1,909.44	$53.04	$2,004.91	$55.69	$2,105.16	$58.48	$2,210.42	$61.40	$2,320.94	$64.47	$2,436.98	$67.69
Electrician	$1,769.50	$49.15	$1,857.98	$51.61	$1,950.87	$54.19	$2,048.42	$56.90	$2,150.84	$59.75	$2,258.38	$62.73
Mechanical Fitter	$1,727.03	$47.97	$1,813.38	$50.37	$1,904.05	$52.89	$1,999.25	$55.53	$2,099.22	$58.31	$2,204.18	$61.23
Trades Assistant	$1,638.27	$45.51	$1,720.18	$47.78	$1,806.19	$50.17	$1,896.50	$52.68	$1,991.33	$55.31	$2,090.89	$58.08
APPRENTICES												
Apprentices												
First Year	$973.23	$27.03	$1,021.89	$28.39	$1,072.98	$29.81	$1,126.63	$31.30	$1,182.96	$32.86	$1,242.11	$34.50
Second Year	$1,150.18	$31.95	$1,207.68	$33.55	$1,268.07	$35.22	$1,331.47	$36.99	$1,398.04	$38.83	$1,467.95	$40.78
Third Year	$1,327.13	$36.86	$1,393.48	$38.71	$1,463.16	$40.64	$1,536.31	$42.68	$1,613.13	$44.81	$1,693.79	$47.05
Fourth Year	$1,592.55	$44.24	$1,672.18	$46.45	$1,755.79	$48.77	$1,843.58	$51.21	$1,935.75	$53.77	$2,032.54	$56.46
Adult Apprentices												
First Year	$1,327.13	$36.86	$1,393.48	$38.71	$1,463.16	$40.64	$1,536.31	$42.68	$1,613.13	$44.81	$1,693.79	$47.05
Second Year	$1,415.60	$39.32	$1,486.38	$41.29	$1,560.70	$43.35	$1,638.73	$45.52	$1,720.67	$47.80	$1,806.70	$50.19
Third Year	$1,486.38	$41.29	$1,560.70	$43.35	$1,638.73	$45.52	$1,720.67	$47.80	$1,806.70	$50.19	$1,897.04	$52.70
Fourth Year	$1,592.55	$44.24	$1,672.18	$46.45	$1,755.79	$48.77	$1,843.58	$51.21	$1,935.75	$53.77	$2,032.54	$56.46

TRADES ASSISTANTS

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

b) Trades assistants will not perform electrical work.

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

Allowances – Lift Industry:

Leading Hand Allowance – All Purpose per hour	1/07/2018	1/07/2019	1/07/2020	1/07/2021	1/07/2022	1/07/2023
Less than 5 employees	$2.33	$2.45	$2.57	$2.70	$2.83	$2.98
More than 6 – less than 10	$2.91	$3.05	$3.21	$3.37	$3.54	$3.71

More than 10	$3.50	$3.67	$3.85	$4.05	$4.25	$4.46
AUSTEL Allowance – Per week	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
Holder of a High Risk Work Licence – Per Week	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00

Qualified Technical Person (QTP) Allowance

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

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

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

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

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

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

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

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

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

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

Tools – Electrical Workers

Storage of Tools:

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

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

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

Compensation for Loss of Tools:

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

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

(i) Where tools are stored at a workplace

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

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

(B) the loss is reported to the police.

(ii) Where tools are stored in a Company vehicle

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

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

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

(C) the loss is reported to the police.

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

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

Classifications – Electrical Workers (excluding Lift Industry Workers)

The percentage relativities referred to in Schedule 1 relate to percentages applying before the application of the first $8 arbitrated safety net adjustment made in accordance with the February and November 1994 Review of Wage Fixing Principles and payable under the November 1994 State Wage Case decision.

1.1 G1 - Electrical Worker Grade 1

(1) An Electrical Worker Grade 1 is a labourer not otherwise provided for in this Agreement, who is doing labouring work and employed as such.

1.2 G2 - Electrical Worker Grade 2 - 85% of Base Rate

(1) An Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson and

(a) Without limiting the scope of the work, an employee may perform unskilled tasks as directed to the level of their training;

(b) is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

1.3 G3 - Electrical Worker Grade 3

(1) An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and

(a) without limiting the scope of the work the employee may perform the work described below to the level of their training:
  (i) is engaged in storework; or
  (ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or
  (iii) inspects and tests fire alarm or security alarm equipment; or
  (iv) under the supervision of a tradesperson or electronics serviceperson;
    (1) installs radio, communications and related equipment including antenna; or
    (2) installs fire alarm or security alarm equipment; or
    (3) installs data and communication cabling
(b) provided that this person shall not undertake tasks requiring the skills of a tradesperson.

(2) Included in this Grade is the work of:

(a) Electronic Equipment Tester/Installer Level 1; and
(b) Purchasing clerk.

1.4 G4 - Electrical Worker Grade 4[1]

(1) An Electrical Worker Grade 4 is an employee who:

(a) has worked for not less than one year in the industry or holds the equivalent experience and without limiting the scope of the work and to the level of their training is an employee who:
  (i) is accredited to perform
    (1) scaffolding; or
    (2) rigging; or
  (ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or
  (iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson;
    (1) installs radio, communications and related equipment including antenna; or
    (2) installs fire alarm or security alarm equipment; or
    (3) installs, terminates and tests data, and communication cabling
  (iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision.
(b) Provided that this person shall not undertake tasks requiring the skills of a tradesperson.

(2) Included in this grade is the work of:

(a) Purchasing Clerk/Storeperson;
(b) Electronic Equipment Tester/Installer Level 2; and
(a) Alarm security tester grade 2.

1.5 G5 - Electrical Worker Grade 5

(1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who;

(a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or
(b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or
(c) has successfully completed an appropriate instrumentation trade course; or
(d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or
(e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.

(2) Included in this grade is the work of:

(a) Electrical Fitter;
(b) Electrical Fitter (Instrumentation and Process Control);
(c) Electrical Mechanic;
(d) Alarm Security Technician Grade 1;
(e) Alarm Security Tester Grade 3;
(f) Television/radio/electronic Serviceperson/mechanic Level 1;
(g) Instrument Tradesperson Level 1;
(h) Refrigeration/Air-Conditioning Tradesperson Level 1; and
(i) Linesperson/Cable Jointer Level 1.

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

1.6 G6 - Electrical Worker Grade 6

(1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition

(a) has successfully completed
  (i) 33% of the qualification specified for Grade 7; or
  (ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Agreement; or
(b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Agreement through other means including a minimum of one years' experience as an Electrical Worker Grade 5.
(c) is employed to use the skills acquired through the training or experience specified.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 2;
(b) Television/Radio/Electronic Serviceperson Level 2;
(c) Instrument Tradesperson Level 2;
(d) Refrigeration/Air-Conditioning Tradesperson Level 2;
(e) Linesperson/Cable Jointer Level 2; and
(f) Alarm/Security Technician Grade 2.

1.7 G7 - Electrical Worker Grade 7

(1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:
(a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years experience in the industry,
(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Alarm/Security Technician Grade 3;
(b) Communications Tradesperson - Special Class;
(c) Electrical Linesperson - Live Line;
(d) Electrician Special Class;
(e) Electronic Serviceperson Grade 3;
(f) Instrument Tradesperson - Complex Systems;
(g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and
(h) Television/Radio/Electronic Serviceperson Grade 3.

1.8 G8 - Electrical Worker Grade 8

(1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who:

(a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years experience as an Electrical Worker Grade 7; and
(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:
(a) Electronic Tradesperson;
(b) Instrumentation and Controls Tradesperson;
(c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and
(d) Installation Inspector. [see clause 1.6 - Definitions]

1.9 G9 - Electrical Worker Grade 9

(1) An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who:

(a) has successfully completed an appropriate Advanced Certificate or its formal equivalent; and
(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Alarm/Security Technician Grade 4;
(b) Electronic Serviceperson Grade 4;
(c) Television/Radio/Electronic Serviceperson Grade 4; and
(d) Refrigeration/Air-Conditioning Tradesperson Level 4.

1.10 G10 - Electrical Worker Grade 10

(1) An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who:

(a) has successfully completed an appropriate Associate Diploma or its formal equivalent; and
(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 5;
(b) Television/Radio/Electronic Serviceperson Grade 4;
(c) Electronic Serviceperson Level 5;
(d) Instrument Tradesperson Level 5; and
(e) Refrigeration/Air-Conditioning Tradesperson Level 5.

2. Classification Definitions

2.1 "**Alarm/Security Technician Grade 1**" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

2.2 "**Alarm/Security Technician Grade 2**" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

2.3 "**Alarm/Security Technician Grade 3**" means an Alarm/Security Technician who:

(a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course,
(b) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

2.4 "**Alarm/Security Technician Grade 4**" means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled

by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study. In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.
(b) Working under minimum supervision and technical guidance.
(c) Providing technical guidance within the scope of the work described in this definition.
(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.5 "**Alarm/Security Tester Grade 1**" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

2.6 "**Alarm/Security Tester Grade 2**" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

2.7 "**Alarm/Security Tester Grade 3**" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

2.8 "**Communications Tradesperson - Special Class**" shall mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and

(b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in clause 1.6.10(a), gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

2.9 "**Electrical Fitter**" shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall include

armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.10 "**Electrical Fitter (Instrumentation and Process Control**)" means an employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.11 **"Electrical Foreperson Grade 1"** means a suitably qualified Electrical Tradesperson, who is employed as Foreperson Grade 1 and is responsible for the successful completion of a project or projects in line with the schedule of work as programmed. Such employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 1 could be required to supervise Leading Hands and other employees;

2.12 **"Electrical Foreperson Grade 2"** means a suitably qualified Electrical Tradesperson, who is employed as a Foreperson Grade 2 and who is given the responsibility for the successful completion of projects in line with the schedule of work as programmed. Such employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 2 could be required to supervise Forepersons Grade 1, Leading Hands and other employees;

2.13 **"Electrical Labourer"** shall mean an employee, not otherwise provided for in this Agreement, who is doing work necessary for electrical work.

2.14 **"Electrical Mechanic"** shall mean an employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It shall include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.15 **"Electrical Storeperson"** shall include an employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but shall not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.

2.16 **"Electrical Tradesperson's Assistant"** shall mean an employee directly assisting a tradesperson.

2.17 "**Electronics Tradesperson**" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.

(b) Work under minimum supervision and technical guidance.
(c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or
(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.18 **"Fire-alarm Systems**" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

2.19 **"Installation Inspector"** shall mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the *Electricity Act 1994*, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

(a) Possess a certificate of competency as an Electrical Mechanic
(b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:
    (i) AEL 223 - Electrical Installation Work.
    (ii) AEL 226 - Electrical Practices and Responsibilities.
    (iii) AEL 122 - Electrical Installation Testing.
(c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

2.20 "**Jointer"** shall mean an employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.21 **"Radio Mechanic"** shall mean an employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

2.22 **"Refrigeration Mechanic or Serviceperson Grade I"** means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

2.23 **"Refrigeration Mechanic or Serviceperson Grade 2"** means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years experience as a tradesperson engaged on complex or intricate circuitry or both.

2.24 **"Refrigeration Mechanic or Serviceperson Grade 3"** means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the employee to identify faulty modules.

2.25 "**Refrigeration Mechanic or Serviceperson Grade 4**" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

(a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;
(b) Work under minimum supervision and technical guidance;
(c) Provide technical guidance within the scope of the work described in this definition; and
(d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

2.26 "**Security Alarm Systems**" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

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

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

Classifications – Electrical Lift Industry Workers

Classifications

It is the intention of the parties during the life of this Agreement that an appropriate classification system with minimum rates of pay for each classification will be agreed. This will include the assessment criteria to establish what is required to qualify for the classification level and the rate of pay assigned to that classification. Progression will be reliant upon a position being available at the company's discretion. An annual appraisal process will be developed and implemented to continuously assess employees against the criteria. Employees will be provided with training to advance to an available position and to maintain their competency at the attained level. Should anyone fall below the competency required for the classification level or they are no longer required to perform those tasks, they will drop to the rate below until such time as their competency level has increased again. Training will be provided to do this. Notwithstanding this, the classifications below will remain applicable for the life of the Agreement as will the rates of pay

3.1 Trades Assistant[2] means a person who has not obtained a trade qualification and who is not an Apprentice but has less than two years' experience working on the Installation, modernisation, repair and/or maintenance of lifts and escalators.

3.2 Fitter Qualified means a_ person who has trade qualifications in a relevant area, but has less than two years' experience working as a tradesman away from a workshop in the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators.

3.3 Fitter Special Class means a Fitter as defined in 1.2 above· who has performed work away from a workshop In the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators for a period of more than two years as a tradesman and has met the requirements of the Company's nominated skill and competency assessment process.

3.4 Electrician Licensed means a person who has obtained and maintains a current QLD or recognised reciprocal electrical licence but has less than two years experience working as a tradesman away from a workshop in the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators.

3.5 Electrician Special Class means a qualified electrician as defined in 1.4 above who has performed work away from a workshop in the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators for at least two years as a tradesman or has a post trade electronics qualifications or equivalent and has met the requirements of the Company's nominated skill and competency assessment process.

3.6 Tuner Grade 3 means a qualified electrician as defined in 1.4 above who as a regular part of their work carries out the final tuning, set-up and limited testing of new lifts and modernised lifts across a limited range

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

of the Schindler product and has met the requirements of the Company's nominated skill and competency assessment process.

3.7 Tuner Grade 2 means a qualified electrician as defined in 1.4 above who as a regular part of their work carries out the final tuning, set-up and full testing of new lifts and modernised lifts across a limited range of the Schindler product and has met the requirements of the Company's nominated skill and competency assessment process.

3.8 Tuner Grade 1 means a .qualified electrician as defined in 1.4 above who as a regular part of their work carries out the final tuning, set-up and full testing and set-up of new lifts and modernised lifts across the entire range of the Schindler product and has met the requirements of the Company's nominated skill and competency assessment process.

SECTION FOUR – METAL AND ENGINEERING WORKERS

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

1. Classifications

The Classification levels for employees engaged under APPENDIX ONE SECTION FOUR shall be read in accordance with the Manufacturing and Associated Industries and Occupations Award 2010.
Wages for apprentices shall be calculated by applying a fixed percentage to the rates of specific trades as provided by the applicable award or order. Provided that the trade rate shall not include the hand tool or power tool allowances for the purposes of this calculation.

Wage Group:C14

(a) **Engineering/Manufacturing Employee—Level I**

(b) An Engineering/Manufacturing Employee—Level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

(c) An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

(i) performs general labouring and cleaning duties;

(ii) exercises minimal judgement;

(iii) works under direct supervision;

(iv) is undertaking structured training so as to enable them to work at the C13 level.

Wage Group:C13

(d) **Engineering/Manufacturing Employee—Level II**

An Engineering/Manufacturing Employee—Level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.

(e) An employee at this level performs work above and beyond the skills of an employee at the C14 level and to the level of their skills, competence and training:

(i) works in accordance with standard operating procedures and established criteria;

(ii) works under direct supervision either individually or in a team environment;

(iii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;

(iv) understands and utilises basic statistical process control procedures;

(v) follows safe work practices and can report workplace hazards.

Wage Group:C12

(f) **Engineering/Manufacturing Employee—Level III**

An Engineering/Manufacturing Employee—Level III is an employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the employee to perform work within the scope of this level.

(g) An employee at this level performs work above and beyond the skills of an employee at the C13 level and to the level of their skills, competence and training:

(i) is responsible for the quality of their own work subject to routine supervision;

(ii) works under routine supervision either individually or in a team environment;

(iii) exercises discretion within their level of skills and training;

(iv) assists in the provision of on-the-job training.

Wage Group:C11
Engineering/Manufacturing Employee—Level IV

(h) An Engineering/Manufacturing Employee—Level IV is an employee who has completed an Engineering Production Certificate II or Certificate II in Engineering—Production Technology or equivalent so as to enable the employee to perform work within the scope of this level.

(i) An employee at this level performs work above and beyond the skills of an employee at the C12 level and to the level of their skills, competence and training:

(i) works from complex instructions and procedures;

(ii) assists in the provision of on-the-job training;

(iii) co-ordinates work in a team environment or works individually under general supervision;

(iv) is responsible for assuring the quality of their own work.

Wage Group:C10
Engineering/Manufacturing Tradesperson—Level I

(j) An Engineering/Manufacturing Tradesperson—Level I is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:

(i) Engineering Tradesperson (Mechanical)—Level I;

(ii) Engineering Tradesperson (Fabrication)—Level I;

(iii) Engineering Tradesperson (Sheet Metal)

(iv) Engineering Tradesperson (Insulation)

(v) or equivalent;

(vi) and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

(k) An Engineering/Manufacturing Tradesperson—Level I works above and beyond an employee at the C11 level and to the level of their skills, competence and training:

(i) understands and applies quality control techniques;

(ii) exercises good interpersonal and communications skills;

(iii) exercises keyboard skills at a level higher than the C11 level;

(iv) exercises discretion within the scope of this classification level;

(v) performs work under limited supervision either individually or in a team environment;

(vi) operates lifting equipment incidental to their work;

(vii) performs non-trade tasks incidental to their work;

(viii) performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training;

(ix) inspects products and/or materials for conformity with established operational standards.

Wage Group:C9
Engineering/Manufacturing Tradesperson—Level II

(l) An Engineering/Manufacturing Tradesperson—Level II is an:

(i) Engineering Tradesperson (Mechanical)—Level II; or

(ii) Engineering Tradesperson (Fabrication)—Level II; or

(iii) equivalent.

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(m) An Engineering/Manufacturing Tradesperson—Level II works above and beyond a tradesperson at the C10 level and to the level of their skills and competence and training performs work within the scope of this level:

(i) exercises discretion within the scope of this classification;

(ii) works under limited supervision either individually or in a team environment;

(iii) understands and implements quality control techniques;

(iv) provides trade guidance and assistance as part of a work team;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

Wage Group:C8
Engineering/Manufacturing Tradesperson—Special Class Level I

(n) An Engineering/Manufacturing Tradesperson—Special Class Level I means a:

(i) Special Class Engineering Tradesperson (Mechanical)—Level I; or

(ii) Special Class Engineering Tradesperson (Fabrication)—Level I; or

(iii) equivalent

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(o) An Engineering/Manufacturing Tradesperson—Special Class Level I works above and beyond a tradesperson at the C9 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) provides trade guidance and assistance as part of a work team;

(ii) assists in the provision of training in conjunction with supervisors and trainers;

(iii) understands and implements quality control techniques;

(iv) works under limited supervision either individually or in a team environment;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

Wage Group:C7
Engineering/Manufacturing Tradesperson—Special Class Level II

(p) An Engineering/Manufacturing Tradesperson—Special Class Level II means a:

(i) Special Class Engineering Tradesperson (Mechanical)—Level II; or

(ii) Special Class Engineering Tradesperson (Fabrication)—Level II; or

(iii) Higher Engineering/Manufacturing Tradesperson; or

(iv) equivalent.

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(q) An Engineering/Manufacturing Tradesperson—Special Class Level II works above and beyond a tradesperson at the C8 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) is able to provide trade guidance and assistance as part of a work team;

(ii) provides training in conjunction with supervisors and trainers;

(iii) understands and implements quality control techniques;

(iv) works under limited supervision either individually or in a team environment;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

Wage Group:C6
Advanced Engineering Tradesperson—Level I

(r) An Advanced Engineering Tradesperson—Level I means an:

(i) Advanced Engineering Tradesperson (Mechanical)—Level I;or

(ii) Advanced Engineering Tradesperson (Fabrication)—Level I;

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(s) An Advanced Engineering Tradesperson—Level I works above and beyond a tradesperson at the C7 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) undertakes quality control and work organisation at a level higher than for the C7 level;

(ii) provides trade guidance and assistance as part of a work team;

(iii) assists in the provision of training to employees in conjunction with supervisors/trainers;

(iv) works under limited supervision either individually or in a team environment;

(v) prepares reports of a technical nature on specific tasks or assignments;

(vi) exercises broad discretion within the scope of this level;

(vii) operates lifting equipment incidental to their work;

(viii) performs non-trade tasks incidental to their work.

Wage Group:C5
Advanced Engineering Tradesperson—Level II

(t) An Advanced Engineering Tradesperson—Level II means an:

(i) Advanced Engineering Tradesperson (Mechanical)—Level II; or

(ii) Advanced Engineering Tradesperson (Fabrication)—Level II;

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(u) An Advanced Engineering Tradesperson—Level II works above and beyond a tradesperson at the C6 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) provides technical guidance or assistance within the scope of this level;

(ii) prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;

(iii) has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;

(iv) assists in the provision of on-the-job training in conjunction with supervisors and trainers;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

Apprentices

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

(v) 1st Year 55%

(w) 2nd Year 65%

(x) 3rd Year 75%

(y) 4th Year 90%

Adult apprentices:

(z) **Adult** means any person who is 21 years of age or over at the time of commencing an apprenticeship.

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

(i) 1st Year 75%

(ii) 2nd Year 80%

(iii) 3rd Year 84%

(iv) 4th Year 90%

Existing employees

(bb) **Existing employee** will mean a person who has been employed by the Employer in a calling, or classification, relevant to the apprenticeship or traineeship for at least three months immediately prior to becoming an apprentice or trainee with that Employer.

(cc) Existing employees may participate in apprenticeships and traineeships. An existing employee shall not be required to serve any probationary period in relation to their contract of employment or for the purposes of the Training and Employment Act 2000. A trial period, in accordance with Training Recognition Council Policy, may be set for the purpose of assessing the employee's suitability for training under a Training Contract. Where the employee proves to be unsatisfactory for training under a Training Contract, the person shall revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract in accordance with subclause (hh).

(dd) Where existing employees commence an apprenticeship or traineeship, the Employer shall endeavour to minimise any adverse effects on other employees. Additionally, such other employees shall not be displaced from or disadvantaged in their employment by the engagement of new apprentices or trainees.

(ee) Existing employees shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee.

(ff) Provided that an existing employee who was engaged as a casual employee prior to becoming employed as a full-time or part-time apprentice or trainee shall not be entitled to retain casual loading.

(gg) An existing employee shall maintain continuity of employment despite having entered into an apprenticeship or traineeship.

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

Rates of Pay

Metal and Engineering Trades Wage Rates												
Grade	**1/07/2018**		**1/07/2019**		**1/07/2020**		**1/07/2021**		**1/07/2022**		**1/07/2023**	
	pw	**ph**	**pw**	**ph**	**pw**	**ph**	**pw**	**ph**	**pw**	**ph**	**pw**	**Ph**
C5 (130%)	$2,133.00	$62.23	$2,239.65	$62.23	$2,351.64	$65.33	$2,469.22	$68.60	$2,592.68	$72.02	$2,722.32	$75.62
C6 (125%)	$2,050.96	$56.98	$2,153.51	$59.83	$2,261.19	$62.81	$2,374.25	$65.96	$2,492.96	$69.25	$2,617.61	$69.80
C7 (115%)	$1,886.89	$52.42	$1,981.23	$55.04	$2,080.29	$57.79	$2,184.31	$60.69	$2,293.53	$63.71	$2,408.20	$66.90
C8 (110%)	$1,804.85	$50.14	$1,895.09	$52.65	$1,989.85	$55.28	$2,089.34	$58.05	$2,193.81	$60.94	$2,303.50	$63.99
C9 (105%)	$1,722.81	$47.86	$1,808.95	$50.25	$1,899.40	$52.76	$1,994.37	$55.41	$2,094.09	$58.17	$2,198.79	$61.08
C10 (100%)	$1,640.77	$45.58	$1,722.81	$47.86	$1,808.95	$50.25	$1,899.40	$52.77	$1,994.37	$55.40	$2,094.09	$58.17
C11 (92.4%)	$1,516.07	$42.12	$1,591.87	$44.22	$1,671.47	$46.43	$1,755.05	$48.76	$1,842.80	$51.19	$1,934.94	$53.75
C12 (87.4%)	$1,434.03	$39.84	$1,505.74	$41.83	$1,581.02	$43.92	$1,533.91	$46.12	$1,743.08	$48.42	$1,830.23	$50.84
C13 (82%)	$1,345.43	$37.38	$1,412.70	$39.25	$1,483.34	$41.21	$1,557.51	$43.27	$1,635.38	$45.43	$1,717.15	$47.70
C14 (78%)	$1,279.80	$35.55	$1,343.79	$37.33	$1,410.98	$39.20	$1,481.53	$41.16	$1,555.61	$43.21	$1,633.39	$45.37
Apprentices												
First Year (55%)	$902.42	$25.07	$947.55	$26.32	$994.92	$27.64	$1,044.67	$29.02	$1,096.90	$30.47	$1,151.75	$31.99
Second Year (65%)	$1,066.50	$29.63	$1,119.83	$31.11	$1,175.82	$32.66	$1,234.61	$34.30	$1,296.34	$26.01	$1,361.16	$37.81
Third Year (75%)	$1,230.58	$34.19	$1,292.10	$35.90	$1,356.71	$37.69	$1,424.55	$39.58	$1,495.78	$41.55	$1,570.57	$43.63
Fourth Year (90%)	$1,476.69	$41.02	$1,550.53	$43.07	$1,628.06	$45.23	$1,709.46	$47.49	$1,794.93	$49.86	$1,884.68	$52.35
Adult Apprentices												
First Year (75%)	$1,230.58	$34.19	$1,292.10	$35.90	$1,356.71	$37.69	$1,424.55	$39.58	$1,495.78	$41.55	$1,570.57	$43.63
Second Year (80%)	$1,312.62	$36.46	$1,378.25	$38.29	$1,447.16	$40.20	$1,519.52	$42.22	$1,595.50	$44.32	$1,675.27	$46.54
Third Year (84%)	$1,378.25	$38.29	$1,447.16	$40.20	$1,519.52	$42.21	$1,595.50	$44.33	$1,675.27	$46.54	$1,759.04	$48.86
Fourth Year (90%)	$1,476.69	$41.02	$1,550.53	$43.07	$1,628.06	$45.23	$1,709.46	$47.49	$1,794.93	$49.86	$1,884.68	$52.35

Allowances

Welder – Special Class

(ii) An Engineering Tradesperson (Fabrication) or Engineering Tradesperson (Mechanical) employed as a C10 to C5 classification will be paid this allowance if the employee is;

(jj) Qualified, through passing the tests required (pre-employment and/or during employment on the respective Project), to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or

(kk) Qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.

Welder Special Class – Exotic Materials

(ll) An Engineering Tradesperson (Fabrication) or Engineering Tradesperson (Mechanical) employed as a C10 to C5 classification will receive this allowance if they are qualified, through passing the tests required by the employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:

(i) Stainless Steel (304, 310, 316 and 904 grade)

(ii) Aluminium

(iii) Chrome Molybdenum

(iv) Nine per cent (9%) Ni Steel

(v) A333 Grade 6

(mm) Such tests to be eligible for these allowances may be required prior to employment and during employment, on the Project, to ensure that qualifications are relevant and up to date.

(nn) This allowance only applies to Employees whose welds are recorded Non Destructive Tested (NDT) for the time so worked.

Welder Tested

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

SECTION FIVE - ALLOWANCES

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

Engagement of more than one mobile crane

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

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

From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
$4.21	$4.42	$4.64	$4.87	$5.11	$5.37

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

From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
$8.10	$8.50	$8.93	$9.37	$9.84	$10.33

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

From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
$12.45	$13.07	$13.72	$14.41	$15.13	$15.89

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

From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
$16.45	$17.27	$18.13	$19.04	$20.00	$21.00

Hourly allowances unless specified otherwise:

ALLOWANCE TITLE	From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
Acid work	$2.47	$2.59	$2.72	$2.86	$3.00	$3.15
Asbestos	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
Asbestos eradication	$3.03	$3.18	$3.34	$3.51	$3.68	$3.87
Bagging	$0.86	$0.90	$0.95	$0.99	$1.04	$1.09
Bitumen	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
laying or lifting other than standard bricks Over 5kg but under 9kg	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Over 9kg but under 18kg	$1.69	$1.77	$1.86	$1.95	$2.05	$2.15
18kg and over	$2.35	$2.47	$2.59	$2.72	$2.86	$3.00
Certificate allowance	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Cleaning down brickwork	$0.87	$0.91	$0.96	$1.00	$1.05	$1.11
Cold work	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Computing quantities	$6.74	$7.08	$7.43	$7.81	$8.20	$8.61
Confined spaces	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
Cutting tiles	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51

ALLOWANCE TITLE	From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
Dirty work	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Dry polishing of tiles	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
Explosive power tools	$2.21	$2.32	$2.44	$2.56	$2.69	$2.82
First-aid attendant (minimum qualification) per day	$3.95	$4.15	$4.36	$4.58	$4.80	$5.04
Higher first aid cert. per day	$6.24	$6.55	$6.88	$7.22	$7.58	$7.96
Furnace work	$2.45	$2.57	$2.70	$2.83	$2.98	$3.12
Higher work- Painting trades	$0.87	$0.91	$0.96	$1.00	$1.05	$1.11
Hot work between 46-54 Degrees Celsius	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Exceeding 54 degrees	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
Insulation	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
Laser user and allowance per day	$3.87	$4.06	$4.26	$4.48	$4.70	$4.93
Living away from home allowance (per day)	$79.08	$83.03	$87.18	$91.54	$96.12	$100.92
Return trip transport Employee/tools (per return trip)	$31.49	$33.06	$34.71	$36.45	$38.27	$40.18
Leading hand (other than the lift industry) not more than 1	$0.72	$0.76	$0.80	$0.84	$0.88	$0.92
Leading hand (other than the lift industry) 2 and not more than 5	$1.57	$1.65	$1.73	$1.82	$1.91	$2.01
Leading hand (other than the lift industry) 6 and not more than 10	$2.00	$2.10	$2.21	$2.32	$2.43	$2.55
Leading hand (other than the lift industry) more than 10	$2.66	$2.79	$2.93	$3.08	$3.23	$3.39
Meal allowance	$19.37	$20.34	$21.36	$22.42	$23.55	$24.72
Multi-storey: commencement to 15th floor	$1.31	$1.38	$1.45	$1.52	$1.60	$1.68
Multi-storey: 16th to 30th	$1.56	$1.64	$1.72	$1.81	$1.90	$1.99
Multi-storey: 31st to 45th	$2.43	$2.55	$2.68	$2.81	$2.95	$3.10
Multi-storey: 46th to 60th	$3.14	$3.30	$3.47	$3.64	$3.82	$4.01
Multi-storey: 61st and onwards	$3.84	$4.03	$4.23	$4.44	$4.67	$4.90
Plaster or composition spray	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Power Tools	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Roof repairs	$0.86	$0.90	$0.95	$0.99	$1.04	$1.09
Roof repairs over 15 metres eaves pitch over 35 degrees	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
Roof repairs over 15 metres eaves pitch over 40 degrees	$1.68	$1.76	$1.85	$1.94	$2.04	$2.14
Second hand timber per day	$3.66	$3.84	$4.03	$4.23	$4.45	$4.67
Slushing	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Spray application- Painters	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Swing scaffold first 4 hours 0-15 storeys	$6.74	$7.08	$7.43	$7.81	$8.20	$8.61
Swing scaffold after 4 hours 0-15 storeys	$1.41	$1.48	$1.55	$1.63	$1.71	$1.80
Swing scaffold first 4 hours 16-30 storeys	$8.68	$9.11	$9.57	$10.04	$10.55	$11.07
Swing scaffold after 4 hours 16-30 storeys	$1.83	$1.92	$2.02	$2.12	$2.22	$2.33
Swing scaffold first 4 hours 31-45 storeys	$10.27	$10.78	$11.32	$11.88	$12.48	$13.10
Swing scaffold after 4 hours 31-45 storeys	$2.16	$2.27	$2.38	$2.50	$2.63	$2.76

ALLOWANCE TITLE	From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
Swing scaffold first 4 hours 46-60 storeys	$16.82	$17.66	$18.54	$19.47	$20.44	$21.47
Swing scaffold after 4 hours 46-60 storeys	$3.53	$3.71	$3.90	$4.09	$4.29	$4.51
Swing scaffold first 4 hours greater than 60 storeys	$21.45	$22.52	$23.65	$24.83	$26.07	$27.37
Swing scaffold after 4 hours greater than 60 storeys	$4.50	$4.73	$4.97	$5.21	$5.48	$5.75
Tool Allowance: Artificial stoneworker, Stonemason, Carpenter and/or Joiner, Carver, Letter cutter, Marble and Slate Employee, Marker and Setter Out, Plumber, Special Class Tradesperson, Electrical Worker	$2.33	$2.45	$2.57	$2.70	$2.84	$2.98
Tool Allowance : Caster, Fixer, Floor layer specialist, Plasterer, Tiler	$2.00	$2.10	$2.21	$2.32	$2.43	$2.55
Tool Allowance: Bricklayer, Waterproofer	$1.74	$1.83	$1.92	$2.02	$2.12	$2.22
Tool Allowance : RoofTilers, Slate Ridge, or Roof Fixer	$1.33	$1.40	$1.47	$1.54	$1.62	$1.70
Tool Allowance: Scaffolder, Rigger, Steelfixer,Concreter	$0.86	$0.90	$0.95	$0.99	$1.04	$1.09
Tool Allowance: Painter, Glazier, Licensed Drainer, Signwriter	$0.76	$0.80	$0.84	$0.88	$0.93	$0.97
Towers allowance	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Toxic substances working in close proximity	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
Toxic substances (working with)	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Underground allowance (per week	$20.02	$21.02	$22.07	$23.17	$24.33	$25.55
Underground allowance per day or shift or part thereof	$4.03	$4.23	$4.44	$4.66	$4.90	$5.14
Wet concrete or campo	$0.86	$0.90	$0.95	$0.99	$1.04	$1.09
Wet work	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Travelling outside radial areas (per Km)	$0.76	$0.80	$0.84	$0.88	$0.93	$0.97
Transfers during working hours (per Km)	$1.37	$1.44	$1.51	$1.59	$1.67	$1.75
Compensation for tools	$2,493.40	$2,618.07	$2,748.97	$2,886.42	$3,030.74	$3,182.28

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

Power Tools	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Tradesperson Tool	$2.33	$2.45	$2.57	$2.70	$2.84	$2.98
Tradesperson	$3.12	$3.28	$3.44	$3.61	$3.79	$3.98
Welder Tested	$1.35	$1.42	$1.49	$1.57	$1.65	$1.73
Welder – Special Class	$2.36	$2.48	$2.60	$2.73	$2.87	$3.01
Welder – Special Class Exotic Materials	$4.14	$4.35	$4.57	$4.80	$5.04	$5.29

Health and Safety Representative

(a) Where an Employee is elected by Employees of the Employer as a HSR, and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CW4 / EW4

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

From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
$2.28	$2.39	$2.51	$2.63	$2.77	$2.91

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

Marker/Setter Out

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

Higher Duties

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

Union Delegate

(a) Where an Employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4 / EW4 (as the context requires), or the Employees usual classification.

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

From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
$2.28	$2.39	$2.51	$2.63	$2.77	$2.91

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

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

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

Fares and Travel Allowance

All Employees shall be entitled to receive the fares and travel allowance in accordance with clause 25 of their Award, which is at the following rates for Construction Workers:

(d) Daily Entitlement

From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
$51.00	$51.00	$55.00	$55.00	$60.00	$60.00

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

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

Leading Hand

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

Living Away from Home Allowance

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

(b) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

(c) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

(d) Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided by APPENDIX ONE

(e) Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

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

(i) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

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

(iii) the needs of the workplace or enterprise;

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

(v) any other relevant matter.

(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.

Power Tools

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

Appendix Two Redundancy and Income Protection

SECTION ONE - ALL EMPLOYEES OTHER THAN ELECTRICAL WORKERS

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

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

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

   (a) from 1 March 2018 - $48.00;

   (b) from 1 March 2019 - $48.00;

   (c) from 1 March 2020 - $48.00;

   (d) from 1 March 2021- $49.00

   (e) from 1 March 2022 - to be determined by CIPQ

   (f) from 1 March 2023 – to be determined by CIPQ

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

   (a) from 1 March 2018 -$2750.

4. If CIPQ decides that a higher weekly rate per Employee must be paid or provided, the Employer must pay that higher rate as and from the date CIPQ determines. Payment at the rate specified under this clause 4 above from the date determined by CIPQ will satisfy the Employer's obligations under clause 3 above.

5. If the Employer does not contribute to CIPQ the amount required under clause 4 above in respect of each and every Employee, the Employer will pay an additional $1,500 per week on top of what benefit the policy provides and also reimburse the Employee for costs (ie medical expenses, claims management and rehabilitation expenses) incurred by the Employee, for a period of three years in the event that an Employee is unable to make a claim because of the non-payment by the Employer.

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

7. The Employer will contribute on behalf of each Employee the following minimum weekly amount:

   (a) $110.00 per Employee effective first pay period January 2018;

   (b) $115.00 per Employee effective first pay period January 2019;

   (c) $120.00 per Employee effective first pay period January 2020;

   (d) $125.00 per Employee effective first pay period January 2021;

   (e) $130.00 per Employee effective first pay period January 2022; and

   (f) $135.00 per Employee effective first pay period January 2023.

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

   (a) $15.20 per Employee effective first pay period January 2018;

   (b) $15.90 per Employee effective first pay period January 2019;

   (c) $16.60 per Employee effective first pay period January 2020;

   (d) $17.30 per Employee effective first pay period January 2021;

   (e) $18.00 per Employee effective first pay period January 2022; and

   (f) $18.70 per Employee effective first pay period January 2023.

   $1 of the this contribution will be allocated to the Asbestos Disease Support Society, a not-for-profit organisation which provides support to those affected asbestos related diseases, their families, carers and friends.

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

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

9. Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by QLeave or NTBuild), public holidays, sick leave, family violence leave and compassionate leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.
10. Where the Employee's balance in the Employee's Redundancy fund reaches $15,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund or redirected to CBUS or BUSS(Q). It is the Employee's option only. Where an Employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.
11. Contributions to the Employee's Redundancy fund must be made, at a minimum, on a monthly basis. Details of the Employer's contribution for each month including when contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month.
12. This APPENDIX TWO, SECTION ONE applies to Metal and Engineering Workers subject to the following:
    (a) Income protection policy will be provided by WAGEGUARD and as such the Employer will make contributions to WAGEGUARD; and
    (b) The relevant redundancy fund is PROTECT.

SECTION TWO

REDUNDANCY TRUST SCHEME (CIRT) QLD FOR ELECTRICAL WORKERS

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

DEFINITIONS

For the purposes of this Section Two:

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

i. Annual leave;
ii. Paid sick leave;
iii. Family leave;
iv. Bereavement leave;
v. Public holidays;
vi. Long service leave;
vii. Parental leave;
viii. Income protection;
ix. Rostered days off;
x. WorkCover;
xi. Any leave which is paid for by the Employer;
xii. Any leave pursuant to this Agreement, other than unpaid leave as provided in clause 6.10; and
xiii. Any leave pursuant to the National Employment Standard, as set out in the Act, but shall not include any periods of continuous unpaid leave (and so that there can be no doubt continuous unpaid leave is a form of leave which does not fall into one of the categories set out as (i) to (xiii)) greater than 20 days leave taken at one time.

"Date of Certification" means the date of certification of this Agreement.

"Redundancy" for the purposes of this clause means where the Company no longer requires the work which the Employee has been performing to be performed by anyone and this leads to termination of employment, but redundancy does not include:

i. termination by the Employee by voluntary resignation, retirement, death or permanent disability or abandonment; or

ii. termination by the Company for disciplinary reasons.

"Redundancy Fund" means an approved employee entitlement fund such as the Contracting Industry Redundancy Trust (Queensland);
"Pay period" shall mean the period of not more than 7 days over which an Employee's entitlement to remuneration is accrued.
It is specifically agreed between the Company and the Employees that there will be no action taken to contrive redundancy where situations of genuine redundancy do not exist.

REDUNDANCY PAYMENTS

(a) All Employees, inclusive of casuals, are entitled to redundancy benefits through payments made by the Employer to Redundancy Fund ("the Redundancy Fund payment") by the Company on their behalf. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

(b) The entitlement to the Redundancy Fund payment for a pay period shall arise when the Employee has worked 19 hours or more during a pay period provided that all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.

(c) In circumstances where an Employee's entitlement to the Redundancy Fund payment arises whilst the Employee is on authorised leave then the Redundancy Fund payment shall be made in the same quantum as the Redundancy Fund payment paid by the Company in relation to the Employee for the pay period immediately preceding the commencement of the authorised leave.

(d) The Company shall at the time of termination:

(i) provide a Redundancy Fund "certificate of employment" to the Employee with the Employee's termination payment, within 4 working days;

(ii) ensure all contributions owing to Redundancy Fund in relation to the Employee are paid up to date; and

(iii) complete a certificate of employment on the form provided by Redundancy Fund to certify the length of the Employee's employment with the Company and to forthwith forward that certificate to Redundancy Fund.

(e) When an Employee's employment is terminated by the Company on account of redundancy the Company shall pay to the Employee a lump sum that equals the amount the Company is obliged to pay pursuant to the relevant industrial instrument in regard to redundancy less any credits in the Employee's account in Redundancy Fund , provided that if the Company's obligation in relation to redundancy pursuant to the relevant industrial instrument is equal to or less than the credits in the Employee's account in Redundancy Fund , then the Company shall not be liable for any further payments in relation to redundancy pursuant to this Clause.

(f) All Redundancy Fund payments must be paid to Redundancy Fund on or before the 15th of each month.

(g) The Redundancy Fund payment shall be deemed to be inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation.

(h) The Employer will contribute on behalf of each Employee the following minimum weekly amount:

(i) $110.00 per Employee effective first pay period January 2018;

(ii) $115.00 per Employee effective first pay period January 2019;

(iii) $120.00 per Employee effective first pay period January 2020;

(iv) $125.00 per Employee effective first pay period January 2021;

(v) $130.00 per Employee effective first pay period January 2022; and

(vi) $135.00 per Employee effective first pay period January 2023.

$1 of the this contribution will be allocated to the Asbestos Disease Support Society, a not-for-profit organisation which provides support to those affected asbestos related diseases, their families, carers and friends.

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

trade rate:

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

TRAINING PAYMENT

(a) The Company shall make payments to Jetco Inc for the purposes of providing training funds for employees for skills within the Queensland Electrical Contracting Industry ("the training contribution").

(b) The training contribution shall be a total amount being the sum of $15.00 per pay period per Employee, inclusive of casuals but excluding apprentices/trainees, employed by the Company who have worked 19 hours or more in the pay period concerned.

(c) For the purposes of (b) all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.

(d) The training contribution is part of, and not in addition to, the payments provided for in the wage and other remuneration clause of a Division under the heading "Redundancy/Training".

(e) The training contribution is to be made to Jetco Inc on or before the 15th of each month.

(f) The maximum training contribution inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation will be $15 per pay period per employee.

(g) No Employee shall, pursuant to this clause, be entitled to receive any payment from the Company directly or indirectly, provided that Employees shall be entitled, subject to Jetco Inc's agreement, to recover from Jetco Inc reimbursement of approved training costs.

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

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

The Employer agrees to support Jetco Inc by contributing for each Employee who is paid in accordance with this agreement under the classifications set out in this Section of Appendix 2 ,the weekly amount of $40 per week.
For clarity, this amount is paid in addition to ALL PAYMENTS set out above.
Contributions will continue to be paid on behalf of an employee during any period of authorised leave.

Administrative Arrangements

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

INCOME PROTECTION

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

a) the amount will not be paid directly to the employee;
b) The level of insurance will ensure the employee receives 90% of their income, as defined in the Energy Super Insurance Guide;
c) the premium will only be paid into Income Protection for Electrical Workers as administered by Energy Super, monthly, in alignment with superannuation payments.

Category & Description	Year from:	Year To:	Benefit Level (per week)[1, 2] (Gross)	Employer's Contribution[2]
Category A	1 April 2018	1 April 2019	$4,221.47	$70.92
Category B	1 April 2018	1 April 2019	$2,814.13	$39.39
Category C	1 April 2018	1 April 2019	$2,251.31	$31.52
Category D	1 April 2018	1 April 2019	$1,688.48	$23.64
Category E	1 April 2018	1 April 2019	$1,406.79	$17.72
Category F	1 April 2018	1 April 2019	$1,125.65	$13.80
Category G	1 April 2018	1 April 2019	$729.30	$17.35

1 *The actual Income Protection benefit payable will be the lesser of the weekly benefit outlined above, or 90% of your income.*

2 *Indexed by 5% on 1 April each year.*

At the employee's discretion, additional available benefits may be purchased from the nominated fund either directly by the employee or by utilising the Salary Sacrifice provisions as agreed to by the parties.
The Employer will not be required to pay into the fund any additional payments for any additional purpose.

Where an employee make a claim for income insurance and requires the company to complete "Part C Employer Section", the Employer shall have "Part C" completed and returned to the employee within 5 day

Appendix Three
RDO Calendars

2017 RDO CALENDAR

January

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School Holidays

Public Holidays

RDO's

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2018 RDO CALENDAR

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School Holidays

Public Holidays

RDO's

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2019 RDO CALENDAR

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School Holidays

Public Holidays

RDO'S

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2020 RDO CALENDAR

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School Holidays	Public Holidays	RDOs

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Appendix Four
Impairment Policy

APPENDIX FOUR – IMPAIRMENT POLICY

1 PRINCIPLES

The health, wellbeing and safety of employees are of paramount importance to the employer, employees and their Unions. This policy is part of a broad work, health and safety (WHS) program to secure the highest level of health and safety in the workplace.
The policy adopts a WHS approach that involves identifying, assessing and controlling all workplace hazards, using the hierarchy of control, and then reviewing these controls to ensure ongoing improvements.
The focus of this policy is on the WHS risks associated with impairment and should be read in conjunction with other company policies concerning health and safety, particularly in relation to fatigue management, risk management and safe systems of work.
This policy has been compiled in a manner that is non-punitive and supportive of employees. This policy shall not be used in a discriminatory manner. Anti-Discrimination Law protects against discrimination on the basis of addiction and may also protect against discrimination on the basis of impairments caused by drug and alcohol addiction or use.
The policy and procedures adopt a peer based intervention approach based on fairness and equity for all employees.

2 SCOPE

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

3 STRUCTURE

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

3.1 Training & Awareness

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

- Workplace Impairment Training (WIT) - all workers onsite will do this training.
- Preliminary Impairment Assessment (PIA) - HSR's, delegates and the PC's safety staff will undertake this training.

3.2 Testing

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

3.3 Support Services

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

4 OBJECTIVES

The objectives of this policy are as follows:

- To provide a safe and healthy working environment for all workers.
- 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.
- To eliminate and control risks which may lead to impairment affecting health and safety in the workplace.
- 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.
- 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.
- 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.
- To ensure confidentiality of information concerning the application of this policy to a worker is maintained.

5 RESPONSIBILITIES

The employer shall:

- Provide a work environment that is safe and without risks to health and safety.

- 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.
- Ensure that this policy is implemented fairly and equitably across all sections of the workforce.
- Comply with the four policy implementation steps outlined below.
- Have adequate resources (e.g., a room that allows for confidential impairment assessments to be discussed, if necessary, suitable transport to safely remove impaired employees from the workplace to be able to meet the objectives of this policy.
- Employees shall:
- Co-operate reasonably with the employer in the implementation of this policy.
- If any employee reasonably believes that any person on the site may be a health and safety risk to themselves or others they should inform their employer and a Preliminary Impairment Assessor (PIA) of this belief.
- Not possess, consume, or be under the influence of, alcohol or other drugs while working.
- Ensure that they do not work, if they believe that they may be impaired.
- Consult their doctor or pharmacist about possible side effects of using prescribed or over-the-counter medication.
- Inform their employer a Preliminary Impairment Assessor (PIA); and 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.

1. PC/Employer and Union shall agree on a policy start date.
2. Engagement of an agreed training and rehabilitation/treatment service providers.
3. Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA).
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.
The following drug and alcohol testing programs will be adopted:

- Self-testing
- Random Shift testing
- For-cause testing
- Post-incident testing
- Reasonable concern testing
- Testing of Minors

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

The employee will be permitted to access personal leave in the first instance and then take accrued personal leave entitlements for the period of time they are accessing the treatment provider.
With the endorsement/acceptance of the Impairment Policy the Principle Contractor (PC) will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.
It will also ensure compliance with this policy as follows:

- Subcontractors will be contractually required to comply with this procedure as a condition of subcontract..
- All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.

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

7 DEFINITION OF A WORKER

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

- an employee (either salaried or wages);
- a contractor or subcontractor;
- an employee of a contractor or subcontractor;
- an employee of a labour hire company;
- an apprentice or trainee;
- a student gaining work experience;
- an outworker;
- a volunteer;
- a visitor to a workplace (noting that for the purposes of section 12 of this policy, visitors are not to be included in the calculation for the number of random tests to be conducted)

8 TRAINING

The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principle contractor workers), sub-contractors and labour hire workers at least once every two years.
In addition to the below training course outlines, principal contractors will be required to develop a site specific information session to be delivered as part of the site induction outlining their Drug and Alcohol testing procedures for the site.
The below requirements will be audited on an annual basis. Requirements for an approved training provider:

- Must have previous experience delivering Workplace Impairment Training
- Must consult with professional organisations to develop all training courses
- Must be able to demonstrate a continuous improvement plan for each training course

Trainers must have the following qualifications:

- Cert IV in WHS
- Cert IV in Training and Assessing (TAE)
- Nationally Accredited Course in On-Site Drug and Alcohol Testing

All training must be delivered Face to Face (F2F)

8.1 Workplace Impairment Training (WIT)

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

- Australian Workplace Health and Safety construction statistics
- Overview of the Workplace Health and Safety Act, state specific
- Mental Health - discussing at length stress, anxiety and depression
- Fatigue - overview of causes and coping mechanisms
- Illness and Injury - management of illness and injury, legal requirements and rehabilitation process
- Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work
- 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
- Harm related to drug and alcohol use
- Understanding what is a standard drink and how long this will stays in your system
- Detection rates for illegal drugs
- Administering self-alcohol and drug tests

– Information about EAP and the services they offer
– Workers who are selected for drug and alcohol testing must also be trained in this policy

8.2 Preliminary Impairment Assessor (PIA)

PIA training must be a minimum of (4) hours in length and must cover the following topics:
– Understanding the signs of impairment
– Conflict resolution
– Skills to conduct an impairment Assessment
– Overview of what a PIA is
– What are possible impairment factors
– Causes and symptoms of impairment
– Investigative skills

Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:
1. the training session will not interfere with workers wanting to use the room for smoko or lunch; or
2. the training session will not be interfered with by workers wanting to use the room in general

9 TESTING METHODS

9.1 Alcohol Testing Method-

– Alcohol testing must only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.

9.2 Drug Testing Method-

– Drug testing may only be performed by oral fluid testing
– The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Process for specimen collection and the detection and quantitation of drug in oral fluid)
– The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions.
– The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

9.3 Substances Tested

As part of this policy with regards to Drug and Alcohol testing the following substances must be tested for:
1. Alcohol;
2. Opiates;
3. THC;
4. Cocaine;
5. Benzodiazepines;
6. Amphetamine; and
7. Methamphetamine

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

10 TESTING PROVIDER

- Must be NATA Accredited
- Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid
- Must be agreed upon by the PC/Employer and the Union

Minimum standards that the testing company must meet are as follows:

- competent and trained staff
- appropriate equipment and instruments
- proper management and storage of test kits and reagents
- secure and controlled storage and management of samples
- comprehensive record keeping; and
- clear and precise reporting

Before the Authorised Testing Agent is engaged to be the sample collector for the principle contractor all relevant stakeholders must be engaged to make sure there is no conflict of interest and that they are totally independent. If a conflict of interest exists, or should arise, the Authorised Testing Agent must report it immediately.

11 ROOM REQUIREMENTS

Each workplace shall have a room nominated for use to undertake drug and alcohol testing consistent with this procedure. This room will not normally be the first aid room at a workplace unless a workplace has multiple first aid rooms and the use of a first aid room for the purpose of drug and alcohol testing will not affect the ability of the workplace to respond to a first aid incident.

The room selected for use must so far as reasonably practicable:

- Provide privacy for the Worker being tested including but not limited to:
  - Have a closing door
  - Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows.
  - Not allow conversations to be casually overheard by other workers.
- Be clean and hygienic
- Be free from interruption whilst testing is being undertaken
- Include discrete entry and exit

12 TESTING REQUIREMENTS -

12.1 Code compliant workplaces -

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

Frequent and periodic testing (at least once per month) of the workforce (both construction workers and site office workers) as follows:

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

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

1. where there are less than 30 Workers at a workplace – at least 10% of the workforce;
2. where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and
3. where there are greater than 100 Workers at a workplace – a minimum of 10 Workers.

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 to 100 Workers at a workplace	Confirmed Positive results for 3 or more workers in 2 consecutive testing rounds at the same	Testing of 10 workers
Greater than 100 Workers at a workplace	Confirmed Positive results for 6 or more workers in 2 consecutive testing rounds at the same workplace	Testing of 20 workers

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

12.2 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

Workers that are taking Prescribed Drugs or Pharmacy Only Drugs that they believe could register a positive test result should inform the Authorised Testing Agent prior to undergoing any requested test
If a Worker fails to declare that they are taking Prescribed Drugs or Pharmacy Only Drugs before being tested and they record a Non Negative Result Initial Test result, a post test declaration will not be considered relevant to the result and the Worker will be excluded from duty for the remainder of the shift, subject to a Confirmatory Test.
Workers who record a Non Negative Result Initial Test result will be excluded from their work duties and the workplace until a Confirmatory Test result has been received.
If that confirmatory result is a Positive Result Confirmatory Test, then:
The terms and conditions of the applicable industrial agreement shall be observed in relation to consultation and consequence management action.
When a confirmatory test result is negative or the result recorded is less than the target level or is consistent with a level expected from therapeutic use of a Prescribed Drug or Pharmacy Only Drug, which was advised by the Worker, then the test result shall be considered a Negative Result Initial Test for the purpose of any consequence management action
Where a Worker is excluded from the workplace as a result of a Non Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:

- Whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;
- The level of the medication detected is consistent with therapeutic use;
- Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and

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– The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit forwork

14 SPECIAL CIRCUMSTANCES FOR PRESCRIPTION MEDICATION

A Worker participating in a treatment plan for a medical condition, managed by a Registered Medical Practitioner and involving a Prescribed Drug/Only Drug could result in a Non Negative Result Initial Test if they are selected for Drug and AlcoFhol testing.
If in the above circumstance a Non Negative Result Initial Test occurs, and provided that the Worker has:

– 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
– Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;
– Then the Non Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker will be prevented from performing work until they can provide they are fit to return to work

Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are consistent with that prescribed by the prescribed medical practitioner, then a Negative Result shall be recorded and no results retained.
Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are not consistent with that prescribed by the Registered Medical Practitioner or another drug(s) type is recorded then a positive result confirmatory test shall be recorded.
Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

15 TESTING RESULTS

15.1 Alcohol -

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.
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.
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.
If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded**.**
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:

1. 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.
2. 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.
3. 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;
4. 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.
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 worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test

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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.)
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.
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.
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.
Any worker attending the workplace under the influence of drugs or alcohol will be prohibited from entry. A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

16 FORMS OF TESTING

16.1 Self-Testing

The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce.
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.
A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, if the worker tests non-negative for any substance in section 9.3 of this policy they will be deemed not to be fit for work and will be prevented from performing work until they are fit for work. All Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they're impaired.

16.2 Random Shift Testing

In terms of Random Shift Testing it is in imperative that the PC/Employer and the Union do not know on what day, or at what time the Authorised Testing Agent will conduct the tests.
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.
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.
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.
The random selection process includes the selection of Workers from across the entire workplace subject to the testing.
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

An employer/supervisor may only request an employee to undertake for cause testing if:
The employee has been involved in an accident or incident, or had the potential to, cause:

(i) serious and major damage to mobile plant or property; or

(ii) an injury to themselves or other individual(s);or

(iii) 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

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.
Where a Worker(s) is to be tested following a significant incident/event they may request to be accompanied by their employee representative until they have completed all testing required.
Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.
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

An employer may only request an employee to undertake reasonable concern testing if the following criteria are met:

1. An observable phenomena occurs, which is:
    (i) the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol and/or
    (ii) Unusual and/or inexplicable actions by the employee
2. There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or
3. The employee has breached safety precautions or procedures.

16.6 Testing of Minors

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.

Where a minor is selected for testing and:

– A letter of consent is held, then the provisions of this procedure shall apply; or
– Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be unable to continue working until consent is given.

17 REFUSAL TO TEST

If a Worker refuses to participate in workplace Drug and Alcohol testing the following will apply;

1. 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.
2. 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.
3. If the worker still refuses, the refusal will be treated as a confirmed positive result, and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the employee can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or fellow worker). An agreed leave of absence arrangement is to apply for the duration of their absence.

18 DISCIPLINARY ACTION

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

1. First Occasion - A worker who has received a first confirmed positive test for alcohol or drugs (other than by self-testing) will be:
    (i) Required to attend the Support as referred to in this Policy;
    (ii) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;
    (iii) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.
2. 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:
    (i) Required to re-attend the Support as referred to in this Policy
    (ii) Required to participate in a rehabilitation program referred to in "Support" in this policy
    (iii) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;
    (iv) Given a verbal warning with a diary entry placed on file; and

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(v) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

3. 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.
4. A worker who fails to attend EAP sessions may be disciplined under this policy in accordance with principles of natural justice.
5. No disciplinary action will be taken in respect of positive test results from a self-test.

19 SUPPORT

The Principle Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:

1. allowing access to any Union support programs; and
2. provide an employer funded Employee Assistance Provider (EAP) to be available to workers.

The worker will be allowed to access a Union support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

20 SELF- DECLARATION

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.
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

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:

– Prescribed Drug and Pharmacy Only Drug consumed
– Medical conditions or the like
– Their proposed return to the workplace following exclusion by this procedure;

Will also remain confidential and managed in accordance with the *Privacy Act 1988* (Cth). Similarly, where a Worker supplies information regarding the use, sale or supply of Drugs or Alcohol at a workplace, unless the Worker otherwise agrees or as otherwise required by law, the Worker's identity will be kept confidential.
All Positive Results Confirmatory Test will be maintained on the relevant Worker's personnel records located at the workplace.
Protections from Worker Deoxyribonucleic Acid (DNA) misuse
Workers selected for testing shall have their personal DNA protected by:

– 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.
– In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an initial Non Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.

These protections will be notified to Workers during training.

22 CONSULTATION

If a party believes that an amendment to the impairment policy is required, they shall request and organise a consultation meeting involving the Employer, the Union and any other relevant stakeholders.
The attendees shall seek to reach agreement on any proposed amendments.
No amendments shall be implemented unless agreement is reached by the Employer, the Union and the relevant stakeholders.
Employment Assistance Program (EAP)
The Employment Assistance Program (EAP) is an agreed independent, professional and confidential service that aims to provide employees with assistance when affected by personal or job related problems.
To have a successful Impairment Policy at the workplace, the Policy must address how those at the workplace, including employees of the principal contractor, subcontractors and their employees and others, will be required to comply with the Impairment Policy.

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The below requirements will be audited on an annual basis of the employer:

- Must be able to provide EAP support in all States, Territories and regional areas of Australia
- 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
- Must have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas
- Provide support for their workers and their immediate families
- Must be able to provide treatment services which must include the following:
- General counselling
- Drug and Alcohol counselling
- Drug and Alcohol detoxification services
- Drug and Alcohol rehabilitation services
- Case Management services
- Psychology services
- Must have a history of delivering support services to the Building and Construction Industry
- Must be able to develop and implement a plan to promote the impairment policy within the workplace

23 APPENDIX

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 Five Calculation of Superannuation

APPENDIX FIVE – CALCULATIONS OF SUPERANNUATION

The rates as calculated in clause 25.2 above of this Agreement have been calculated using the agreed industry formula as follows:

3. Employer Contribution

12% of the sum of:
CW3- carpenters rate;
Leading hand site allowance p/h ($35m project); fares and travel 5-day week; and
Leading hand rate (2-5) p/h.

4. Co-contribution 3% of the sum of:

CW3- carpenters rate;
Leading hand site allowance p/h ($35m project); fares and travels day week; and
Leading hand rate (2-5) p/h.

Appendix Six
RDO Notification Form

Notification pursuant to clause 30.5(c) to Work on Scheduled RDO

Date:_____

Employer:	
Date of scheduled RDO to be Worked:	
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 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 30.0 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 Seven
Audit Form

EMPLOYER NAME: .....

ABN NUMBER: .....

ADDRESS: .....

PRINCIPAL NAME: .....

PRINCIPAL TITLE: .....

WORKCOVER POLICY NUMBER: .....

Number of Personnel:	☐	**Overtime 1½**	☐	**Overtime 2x**	☐
Base Hourly Rate:	☐	**Fares & Travel:**	☐		
Superannuation:Yes	☐	**No**	☐		
Redundancy Trust Fund:	**Yes**	☐	**No**	☐	
Training Fund:	**Yes**	☐	**No**	☐	
Income Insurance:	**Yes**	☐	**No**	☐	
STQ:	**Yes**	☐	**No**	☐	*Payable only for employees engaged under*
RDO Accrual:	**Yes**	☐	**No**	☐	
Annual Leave:	**Yes**	☐	**No**	☐	
Sick Leave	**Yes**	☐	**No**	☐	
PLSL:	**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 C.P.A. / 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 PRACTICING ACCOUNTANT

Dear Deputy President Masson

AG 2019/1406 - Multiplex Australasia Pty Ltd Queen's Wharf Project Agreement

Written undertakings under section 190 of the *Fair Work Act 2009*

Multiplex Australasia Pty Ltd, the employer covered by *Multiplex Australasia Pty Ltd Queen's Wharf Project* (**the Agreement**), undertakes the following in relation to the Agreement:

1 Notwithstanding clause 4.2 of the Agreement, the Agreement shall come into operation 7 days after the Agreement is approved by the Fair Work Commission.

This undertaking is signed for and on behalf of **Multiplex Australasia Pty Ltd** by David Redding, Regional Director

Signed: [redacted]

David Redding

Regional Director

Multiplex Australasia Pty Ltd

Date: 5 June 2019

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August 22, 2019 ·

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"Scumbags!"

The gates of Parliament House here in Brisbane are locked as hundreds of CFMEU members protest outside.

CFMEU and ETU are turning on the Labor Government over problems with Cross River Rail.

They can be heard shouting "scumbags", "ALP c****" and "ALP is full of shit".

Our reporter on the scene says, "It's echoing through Queensland Parliament. Certainly the loudest in a long time."
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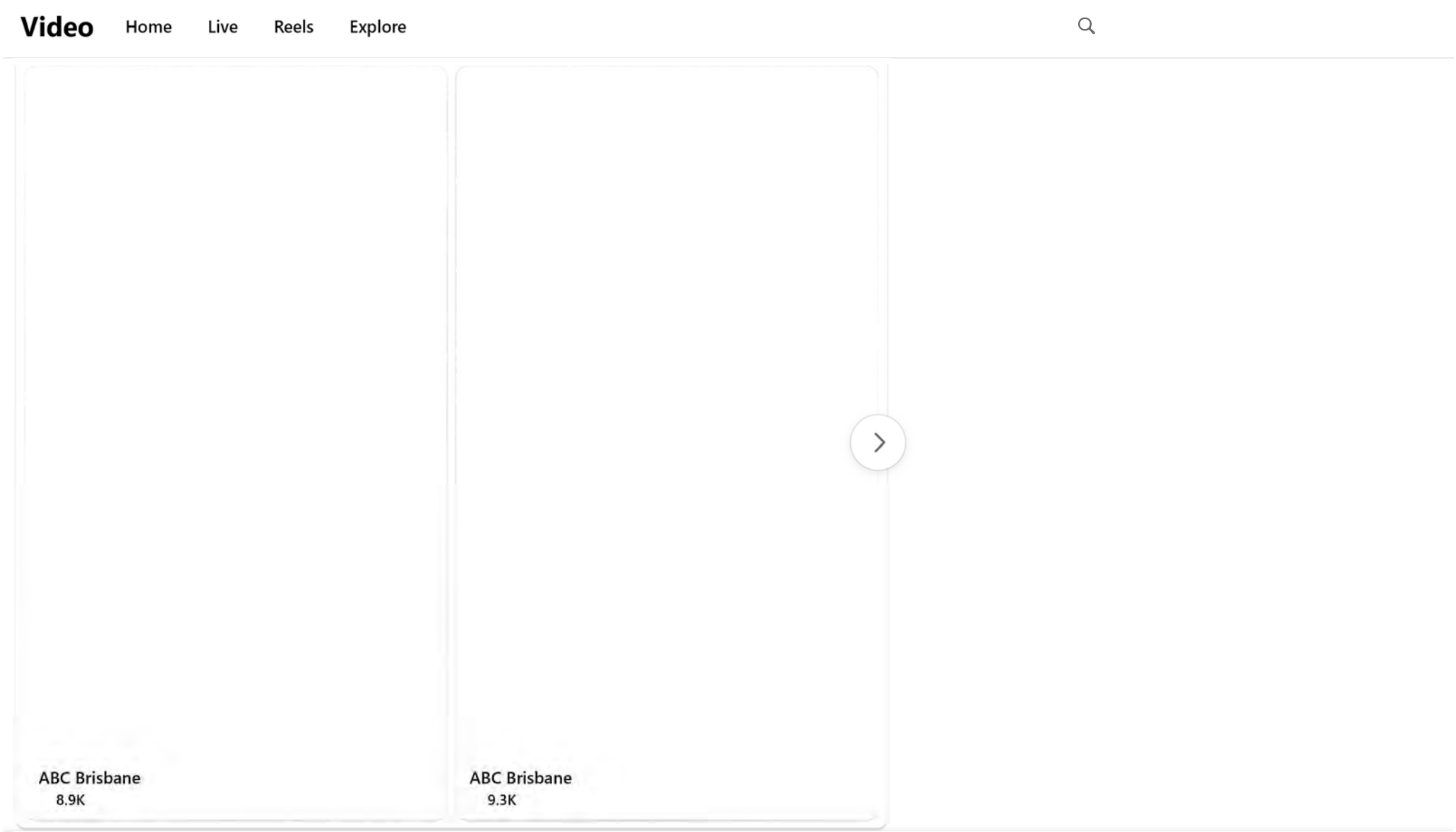
David Danger Castro
If only they put this much effort when they're onsite things would get done on budget. On time and with quality workmanship.

6y 4

Rosie Brooks
Where is the link to the story about the problems they are protesting about?



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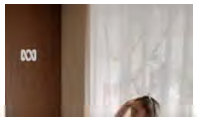

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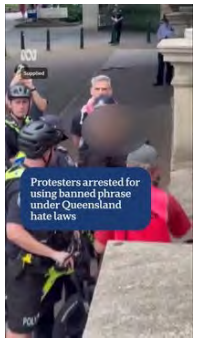

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Asbestos fears at Brisbane CBD site

Workers, pedestrians and residents have allegedly been exposed to asbestos on a Cross River Rail demolition site in the middle of the Brisbane CBD.

STEVEN WARDILL STATE AFFAIRS EDITOR

less than 2 min read

February 3, 2020 - 12:00AM

Machinery is used to remove lift brakes made of asbestos from a Cross River Rail demolition site in Albert St.

PEOPLE have been warned to avoid one of Brisbane's busiest streets amid allegations workers, pedestrians and residents have been exposed to asbestos on a Cross River Rail demolition site.

Queensland's powerful construction union has demanded urgent intervention by the Palaszczuk Government, claiming a cavalier approach by the contractor on the Albert St building was endangering lives.

"Personally, I avoid walking around there unless me and my team are suitably attired," CFMEU assistant state secretary Jade Ingham said. "People should avoid the area – that's my view."

These parts are allegedly covered in asbestos and have been left in the open at a Cross River Rail demolition site on Albert St in Brisbane's CBD.

The union and the Government have been at loggerheads over wages and conditions since contracts were signed to build the $5.4 billion underground train link.

The Cross River Rail Delivery Authority has insisted the public is safe and all asbestos had been disposed of by licensed professionals.

“As work proceeds, unexpected finds of asbestos can occur, which is not uncommon in old buildings,” a CRRDA spokeswoman said.

“Removal of materials containing asbestos has been done by a licensed subcontractor according to a safe removal plan, which has been reviewed and approved by Worksafe Queensland.”

However, the CFMEU has obtained pictures of lift brakes (above), identified in an expert report as being riddled with asbestos, lying exposed on the site, which is ringed by apartment buildings and abuts a busy street. Video shows workers employed by the contractor shifting the exposed lift parts with heavy equipment.

Mr Ingham insisted the footage clearly demonstrated unlicensed workers had been required to handle asbestos and authorities had taken issue with the contractor on a number of occasions. He blamed the cut-price contract struck by the Palaszczuk Government.

“The state need to urgently intervene and the safety regular needs to have a serious intervention to give workers and members of the public peace of mind that they are not going to be exposed to this deadly product,” he said.

“If they don’t, there will be blood on their hands.”

However, the CRRDA spokeswoman said authorities had been closely monitoring the demolition site and at no stagerequired work to stop.

“In addition, air quality monitoring in accordance with Australian standards, including for asbestos removal, has been ongoing at the site.”

---------- Forwarded message ----------
From: Jade Ingham [redacted]
Date: 20 Aug 2019, 6:22 AM +1000
To: Sanfilippo, Vince [redacted]
Cc: Beau Malone (ETU) [redacted] dgilbert[redacted]
scott.gartrell[redacted] Paul.Inches[redacted]
[redacted], robbie@plumbers[redacted],
gary@plumbers[redacted] marina.chambers[redacted]
<marina.chambers[redacted] Jason Stein [redacted]
Subject: Re: Tomorrows Meeting

Vince that's bullshit. Whichever bright spark IR consultant drafted your email cannot re-write history. Concessions have been made on both sides. If is agreed that bargaining has been slow going, but you cannot suggest that is the fault of Unions, or that Unions have not bargained in good faith. Just because you haven't gotten your own way that is no reason to throw your toys out of the cot and walk away. The JV has postponed and/or walked out of a number of meetings since bargaining commenced. Newsflash: bargaining is tough. Take a teaspoon of cement and get on with it.

Jade Ingham
Assistant State Secretary
CFMEU Q/NT
Construction & General Division

On 19 Aug 2019, at 20:18, Sanfilippo, Vince [redacted] wrote:

Hi Beau

As you are aware bargaining for the Cross River Rail Civil, Mechanical and Electrical Agreement commenced early June 2019. Since the commencement there have been numerous bargaining

meetings. During that period, the Joint Venture team have made a significant number of concession in good faith during the bargaining process with the intent of achieving a fair and equitable outcome.

It is becoming increasingly apparent to the Joint Venture that the union bargaining representatives have placed little value on the significant movement that the Joint Venture has made in an effort to achieve an agreed form of Greenfields Agreement.

The Joint Venture is concerned that there may be no realistic prospect to a bargained outcome for a Greenfields agreement unless the union bargaining representatives acknowledge the movement from the Joint Venture and begin to commence bargaining in good faith.

Should the union bargaining representatives be unable or unwilling to provide the Joint Venture with evidence of good faith bargaining by acceptance of a number of key areas that are listed below and agreement that those matters will not be subject to further bargaining, then the prospect of an agreed position is unlikely.

The Joint Venture has bargained in good faith. However the Joint Venture's capacity to continue to bargain (in the absence of any compromise or movement from the union bargaining representatives) on matters such as; Escalation, Scope and Application, Non incorporation of any Award, Productivity and site allowances, Double time for shift work and Double time for all overtime, is now exhausted.

The Joint Venture also restates our earlier position in relation to the commitments made by the union bargaining representatives to;

1) Provide a detailed comparison document to our draft agreement (13th of August). The unions comparison document needs to contain the unions' consolidated position (wording and dollar values where relevant) against each clause in our draft agreement.

2) To allow for effective bargaining we need this document to be provided at least 24hrs prior to our next meeting.

Regrettably, if the unions bargaining representatives are unwilling to provide the required evidence of good faith bargaining (requested above) and to provide the comparison documentation that allows the Joint Venture to understand the Unions overall position, the Joint Venture sees little point in scheduling a further meeting.

Regards

Vince Sanfilippo
General Manager, QLD & PNG
M [redacted]

From: Beau Malone (ETU) [redacted]
Sent: Monday, 19 August 2019 5:30 PM
To: Sanfilippo, Vince [redacted]
Cc: dgilbert [redacted] Darren Nelson [redacted] scott.gartrell [redacted]
Paul.Inches [redacted] Dean Langridge [redacted] robbie@plumbers [redacted];
gary@plumbers [redacted] jingham [redacted] marina.chambers [redacted] Butler, Chris
[redacted] Jason Stein [redacted]>
Subject: Tomorrows Meeting

Sanfilippo, Vince

From: Sanfilippo, Vince
Sent: Wednesday, 21 August 2019 3:50 PM
To: Beau Malone (ETU); robbie@plumbers[redacted]; gary@plumbers[redacted] jingham[redacted]; Jason Stein; marina.chambers[redacted]
Cc: dgilbert[redacted]; Darren Nelson; scott.gartrell[redacted] Paul.Inches[redacted] Dean Langridge; Butler, Chris
Subject: RE: Follow up from Bargaining Meeting 15/08/2019

Good Afternoon All;

On behalf of the Pulse and Unity Joint Ventures (JV) I refer my two earlier emails regarding this matter. I restate the JV's position in relation to the commitments made by the union bargaining representatives on Thursday 15 August 2019.

At that meeting the unions committed to providing a single, detailed and comprehensive response to the proposed Civil, Mechanical and Electrical (CME) Greenfields Agreement. In particular, that commitment was to;

1. *Provide a detailed comparison document to the draft agreement (13th of August). The unions comparison document needs to contain the unions' consolidated position (draft wording and dollar values where relevant) against each clause in the draft agreement.*

It appears that the union's bargaining representatives are unwilling and/or unable to provide the comparison documentation that is necessary to clearly articulates the consolidated position of the union bargaining representatives and acknowledge that bargaining has been exhausted in relation to:

- Escalation;
- Scope and Application;
- Non incorporation of any Award;
- Productivity and site allowances;
- shift work allowances; and
- overtime penalties.

For clarity, before a further meeting can be convened, we require the unions to fulfil their commitment and provide to us the single, consolidated and documented position from all unions.

As we are all aware of the history and background as set out below:-

1. formal bargaining began on 13 June 2019;
2. there have been more than 20 formal and informal bargaining meetings;
3. During that time, the JV team provided:

    - terms sheets detailing offer line by line;
    - updated term sheets following bargaining concessions or compromise;
    - provided multiple (4) updated drafts of the proposed EA incorporating amendments and incorporation of bargained clauses, terms and conditions; and
    - made a significant number of concessions/compromises during the bargaining process with the intent of achieving a fair and equitable outcome.

4. Over the last 24 hours the JV has received correspondence from the CFMMEU, ETU and AMWU seeking to materially expand and/or escalate their respective claims in relation to:

- A single project wide agreement;
- Award incorporation;
- Increases to Productivity and Site Allowances;
- Increases to shift allowances;
- Increases to overtime penalties

Given all of the above, the JV therefore sees no point in scheduling a further meeting until the unions:-

1. clearly articulate their understanding that Escalation, Scope and Application, Non incorporation of any Award, Productivity and site allowances, shift work allowances and overtime penalties are not subject to further bargaining; and
2. provide a single, consolidated and documented bargaining position.

I look forward to your reply.

Regards

Vince Sanfilippo
General Manager, QLD & PNG
[redacted]
CPB CONTRACTORS

From: Beau Malone (ETU) [redacted]
Sent: Friday, 16 August 2019 9:51 AM
To: Sanfilippo, Vince [redacted]
Cc: [redacted] Darren Nelson [redacted] ; Dean Langridge [redacted] ; [redacted] Jason Stein [redacted] ; Butler, Chris [redacted]
Subject: RE: Follow up from Bargaining Meeting 15/08/2019

G'day Vince,

Further to your below email, we will have plenty to talk about during next weeks planned meetings.

As I outlined yesterday, the Unions are looking to outline issues with each clause in the CPB proposed agreement so we can work through those points of difference. We will be in touch with those points of difference as soon as possible.

CPB have tried to lead negotiations down a few different paths that have bared no fruit. The Unions are aiming to achieve an agreed outcome in a timely manner and the only way we are going to achieve this, is if we know what all the differences are and work through them.

Can I encourage CPB to come prepared to the next meeting.

Cheers
Beau Malone
Gold Coast Organiser
Electrical Trades Union
Queensland
[redacted]

Sanfilippo, Vince

From: Scott Gartrell [redacted]
[redacted] [redacted] 21 August 2019 10:32 AM
To: Sanfilippo, Vince
Cc: Beau Malone (ETU); jingham[redacted] Jason Stein; Paul Inches
Subject: Updated Spreadsheet
Attachments: CME analysis 210819 All union response.xlsx

Hi Vince
Please see attached a spreadsheet summarising the unions detailed response to the current draft CME Agreement (Provided on 13/8/19).

Kind regards

Scott Gartrell
Director

Brook Street Consulting
m: [redacted]
e: [redacted]

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Cross River Rail, Civil & Mechanical Electrical Greenfields Agreement

Agreement Clause	CPB Position	Union Position	Status	Comments
1. Definitions	See draft.	Concern regarding Authorised Leave definition, Employer definition, Night shift, Day worker start times.	Some agreement.	
2.2 Parties Bound	All unions	No major issue apart from any drafting necessities but not a multi-employer agreement. Amend CFMMEU to CFMEU	Agreed	
2.3 Scope and Application	All surface civil and structural works. Separate Shaft and Tunnel agreement	One agreement. Awards to underpin. All CRR Project work by CPB to be included.	Not agreed	
2.4 Exclusions	Excludes scope of Shaft and Tunnel Agreement	One agreement. Delete (a), (b), (d), (d), (e), (f), (g), (h), (i), (o), (p) & (q).	Not agreed	
2.5 Date and Period of Operation	Four year term	Agreed	Agreed	
2.6 Objectives of the Agreement	See draft.	(d) QW clause. (e) Same wages for workers carrying out same work. (f) Include Best Procurement Principles.	Some agreement.	
2.7 Commitments	See draft.	Query requirement for this clause.	Some agreement.	
2.8 Relationship to other awards	Stand alone agreement	Awards reference is a core claim. There are multiple, significant existing relevant entitlements that the proposed agreement will eliminate.	Not agreed	
2.9 No Extra Claims	See draft.	Not required or not in this form.	Not agreed	
3.1 Continuous Operations	24x7 operations where required.	This will be resolved as part of the overall settlement regarding hours, overtime rates, shift allowances etc. There has already been acknowledged movement regarding hours of work. Detail to be addressed. Ie. Payment for work in inclement weather. Need to recognise Public Holidays. Delete sentences after (g).	Not agreed	Not discussed in detail and implementation requires agreement on hours of work, rosters and shift and Overtime penalties.
3.2 Workplace Flexibility	See draft.	Employees to work within skill limits and be paid accordingly. Delete (b).	Some agreement.	
3.3 Individual Flexibility Arrangement.	See draft.	QW clause	Some agreement.	
3.4 Consultation	See draft.	Agreed	Agreed	
3.5 Consultation about major workplace change	See draft.	Minor wording adjustments required	Significant agreement	
3.6 Consultation about changes to Rosters or Hours of work	See draft.	Minor wording adjustments required	Significant agreement	
3.7 Contract of Employment	Provision for Part-time and casuals	Issues remain including redundancy for casuals, 50% loading for casuals and casuals to be made permanent after 3 months. No part time workers and no pro rata payments (delete c, d & e). (h) 8 not 4. (j) QW clause.	Not agreed	Not discussed in detail and implementation requires agreement on restrictions to length of employment and remuneration
3.8 Probation	3 months	Remove	Not agreed	Not yet discussed.
3.9 Termination of Employment	See draft.	(a) 1 year completed service. (d) 8 hours minimum notice paid. (e) 'May' not 'will'. (h) Not agreed.	Not agreed	Not yet discussed.

3.10 Abandonment of Employment	See draft.	QW Clause.	Not agreed	Not yet discussed.
3.11 Standing down employees	See draft.	Remove (a) & (b). More discussion on (c) on reasons & Step 1 to be a verbal warning.	Not agreed	Not yet discussed.
3.12 Dispute Prevention & Settlement	See draft.	QW clause	Not agreed	Not yet discussed.
3.13 Counselling & Disciplinary Procedure	See draft.	QW clause	Not agreed	Not yet discussed.
3.14 Workplace Reform/Consultative Mechanisms	See draft.	Agree in principle and include Union after Employee in (a).	Agreed in principle	
3.15 Anti discrimination etc	See draft.	Agree in principle	Agreed in principle	
4. Workplace Health and Safety	Provision is a departure from the Building Agreement standards.	Unions opposed to a number of departures from Building Agreement standards. Propose QW Clause.	Not agreed	Unions prefer Building standard clauses.4.2 (a) Union officials and/or delegates can be present at inductions. 4.3 (b) Remove.4.4 (f) To include union rep if workers is a member. 4.5 (a) Breathalyser test for alcohol and swab test for drugs. 4.5.1 CFMEU impairment policy. 4.6 Refer to legislation. Remove (g). 4.7.1 (b) Stickers allowed. (c) 'Will' wear PPE. (d) Suitable footware will be supplied on employment. 4.7.2 (b), (c), (d) & (e) removed. 4.8 QW clause. 4.9 (f) Paid at the appropriate rate. 4.10 Need apprentices clause.
5.1 Classifications and wages	Queens Wharf Agreement as starting point with 3.5% escalation/annum. Not proposing to cover lift trades.	Queens Wharf Agreement as starting point with 5% escalation/annum. ETU proposing QW classification structure for electrical trades, including lift trades. AMWU raised classification and payment for metal tradesman being different to civil trades. Also raised including advance trades classifications. (See separate email from JS). Delete (c). (d) Too broad a definition. (f) Reword. 5.2(b) 4 hours not 2.	Significant agreement.	Agreed starting point but escalation not agreed. ETU to propose wording to cover their view of electrical trades that should be included. See separate email from AMWU. 5.2 Once higher duties worked, applies for remainder of cycle.
5.3 Daily Fares & Travel	Proposed rate lower than QW with no escalation/annum, paid as flat payment	Proposed QW rate ($50), paid for all shifts worked, including RDOs with 5% escalation/annum and excess fares radius.	Not agreed	Rate not agreed, nor escalation or travel rates outside radius.
5.4 Productivity Payment	$8 all purpose proposed.	QW provision of $8 and $3 site allowance. QW words. Delete (c) & (d).	$8 agreed only	
5.5 Leading Hand Allowance	QW rates proposed, with slightly different scale. Flat not AP.	QW rates and award scale and words proposed. Award provision as a minimum.	Rates agreed only	Flat v all purpose. Escalation - 3.5% v 5%. Unions agree to delete 'not more than 1' on scale. Unions - pay at highest rate supervised.
5.6 First Aid Allowance	QW rates and clause	QW rates and clause	Agreed	

5.7 Overtime meal Allowance	QW rate proposed but wording based on civil sector timing (eg. Applies after 2 hours). Paid rest break at 10 hours and 15 mins. 20 min break after 4 hours of O/t. Difference on escalation.	Award clause claimed (eg. Applies after 1.5 hours). Paid rest break after 10 hours. 30 min. break after 4 hours of 0/t. 5% escalation.	Rate agreed.	Further discussion required. Civil v Building provisions.
5.8 Tradespersons Allowance	Two part clause with Mech/elec. getting higher rate than other trades	QW clause claimed. Ie. Delete (a) and amend (b) to apply to all tradespersons.	Not agreed	UGL looking at structure of clause.
5.9 Electricians Licence Allowance	ETU Standard rate and words	ETU standard rate ($1.90/hour worked) and words	Agreed	
5.10 Services Trades QLD	ETU Standard rate and words	ETU standard rate and words & inclusion of apprentices.	Agreed	Inclusion of apprentices agreed.
5.11 Certificate Allowance	Draft clause proposed	PGEU opposed as not included. Paid for all hours worked.	Agreed in principle	PGEU to discuss with UGL
5.12 Superannuation	9.5% or $255/week and paid into fund nominated by employees. Default fund is CBUS. Not escalated.	QW rate ($255) or 9.5%, whichever is the greater and relevant union funds. Escalated by 5%/annum. Paid no later than. 15th of month. Default $50/month salary sacrifice contributions (opt out).	Some agreement.	Further discussion required to land detail.
5.14 Redundancy	$150 rate proposed. Relevant union funds called up, based on QW. Training levies taken out of $150. 3.5% escalation. Not paid for unauthorised days leave or when worker on income protection and workcover payments.	Amend heading to 'Redundancy, Training & Welfare Funds. $150 & union funds with training levies included. Unions note that trust funds may not allow daily payments - weekly only, no pro rata payments. ETU raised QW clause wording that activates their fund to fund training. ETU raised their claim for $40 for JETCO - should separated from Redundancy. Remove (b), (c) Delete 'on completion of 36 ordinary hours per week' & quantify each escalation. (d) This does not include notice in lieu. Paid no later than 15th of the month.	Significant agreement.	Adust words to reflect $134.10 + $15.90 for all unions/funds, except AMWU ($150) and no training levy. AWU withdrew $175 claim. CPB to talk to funds regarding pro rata. JETCO payment still on table. Non-payment on 'unauthorised leave' not agreed.
6.1 Hours of Work	6am-6 pm spread and a 36 Hour week	6am-6 pm spread and a 36 Hour week	Agreed	Factor in words to address workers who can't work o/t due to personal reasons.
6.2 Overtime	X1.5 for first two, then X2	X2 for all Overtime	Not agreed	Civil v Building standards.
6.2.4 Meal and Rest Breaks	20 min paid break and unpaid 30 min break. Paid break after 2 hours overtime	20 min paid break and Unpaid 30 min break. Paid break after 1.5 hours overtime	Not agreed	Some agreement. Civil v Building standards.
6.3 Shift work	50% loading for afternoon and night shifts	100% loading for afternoon and night shifts	Not agreed	Some agreement. Civil v Building standards. Company - no penalty on penalty.
6.3.2 Weekend work	No overtime penalty	X2 for any shift work overtime. Need to check broken shift words with the Award.	Not agreed	Some agreement. Civil v Building standards. More discussion needed.
6.4 Recall	Paid at appropriate rate	Paid at double the ordinary rate.		
6.5 Rest period after overtime	10 hours	10 hours. Employee can refuse to work until has had a 10 hour break.	Agreed in principle	

6.6 Cancellation of weekend overtime	See draft.	Remove or add minimum payment for cancellation. Employee can also cancel at anytime without agreement.	Some agreement.	
6.7 Work Throughs	See draft.	Paid at double the ordinary rate until have break.	Some agreement.	
6.8 RDOs	26 RDO fixed calendar but flexibility required for key work. Prepared to indicate when need to work months in advance.	26 RDO fixed calendar. Believe that flexibility for key work provided under standard BTU clause.	Significant agreement.	Agreement on 26 fixed days. Building v Civil approach to payment for working RDOs. Agreement that CPB to draft words to describe CPB position on notice.
7.1 Annual Leave	4 week standard	4 week standard. (a) Delete second sentence. (b) Delete. Remove (d). (h) Agreement subject to agreement on Definition of authorised leave. Inclusion of 17.5% loading.	Agreed in principle	Not yet discussed.
7.2 Personal/Carer's Leave	10 days	Prefer QW clause. 10 days (e) Certificate to be requested after > 2 consecutive days off. Delete rest of section. **NB. See two sub-section (e)**. Delete (h) and remove 7.2.2.	Significant agreement	Not yet discussed.
7.3 Compassionate Leave	FW Act standard	QW clause claimed	Agreed in principle	Not yet discussed.
7.4 Parental Leave	FW Act and Parental Leave Act	QW clause claimed	Agreed in principle	Not yet discussed.
7.5 Jury Leave	Industry Standard	QW clause claimed	Agreed in principle	Not yet discussed.
7.6 Long Service Leave	Portable scheme	Portable scheme	Agreed in principle	Not yet discussed.
7.8 Community Service Leave	FW Act standard	QW clause claimed	Agreed in principle	Not yet discussed.
7.9 Family & Domestic Violence	10 days	QW clause claimed	Agreed in principle	Needs further discussion. Union preference for detail in QW clause.
7.10 Public Holidays	Standard clause	QW Clause claimed. (d) & (e) Double time and one half will apply on top of shift loadings & delete 'excluding casuals'.	Agreed in principle	Not yet discussed.
8.1 Income protection	QW rate and 3.5% escalation. Fund not nominated	QW rate ($48/week) and 5% escalation and nominated funds.	Significant agreement.	Further discussion required to land detail.
8.2 Payment of Wages	See draft.	(c) Paid on following Tuesday. Remove (f). Include waiting time provision as in QW.	Agreed in principle	
8.3 Employee Representative	Civil sector clause with 5 days training leave	QW clause claimed	Partial agreement	Further discussion required to land detail.
8.4 Emplyee Representative facilities	See draft.	QW clause	Partial agreement	Further discussion required to land detail.
8.5 Compliance with Statutory Standards	See draft.	Remove	Not agreed	
8.6 Severability	See draft.	Remove	Not agreed	
8.7 Employee Awareness	See draft.	Agreed	Agreed	
8.8 Immigration compliance	Civil sector clause with 5 days training leave	QW clause claimed	Not agreed	Not yet discussed.
8.9 Other Employment	See draft.	Remove or reword to cover sports, coaching, etc	Not agreed	Not yet discussed.
8.10 Tool Box Meetings	See draft.	QW clause	Agreed in principle	Not yet discussed.

Appendixes	See draft.	Subject to claim, comment & changes from body of Draft Agreement. Appendix A - CW3 - insert Dogman and Concrete Finisher. Appendixes B, C & D, inclusion of some classifications (eg.Labourer, General Labourer and Plant Operator) needs discussion between unions. Appendix F - compare against QW to add in some allowances (Eg. LAFHA, multi-story).	Significant agreement

Building and Construction General On-site Award 2020

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 23 January 2026 (PR794718 and PR795820).

Clause(s) affected by the most recent variation(s):

2—Definitions

28—Superannuation

Part 7—Workplace Delegates, Consultation and Dispute Resolution

36A—Workplace delegates' rights

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Part 1—Application and Operation of this Award

1. Title and commencement

1.1 This award is the Building and Construction General On-site Award 2020.

1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.

1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

2. Definitions

[Varied by PR733839, PR774725, PR777247, PR795820]

In this award, unless the contrary intention appears:

accident pay means a weekly payment made to an employee by the employer that is the difference between the amount of workers' compensation received by the employee and their ordinary hourly rate for 38 hours work, and any RDO accrued entitlements prescribed by clause 16—Ordinary hours of work and rostering arrangements or clause 17—Shiftwork. Where the incapacity caused by the injury which leads to workers' compensation becoming payable is for a period less than one week, the payment is the difference between the amount of compensation and the ordinary hourly rate for that period. The ordinary hourly rate does not include over award payments, shift rates or overtime.

Act means the *Fair Work Act 2009* (Cth).

adult apprentice has the meaning given in clause 14.1(a).

air-conditioning work means the on-site fabrication and/or installation of air-conditioning and/or ventilation systems and all ancillary work, including packaged air conditioning units, thermostatic controls, water recirculation equipment, air volume regulators, diffusers, fans and heat exchange equipment and the like.

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave.

appurtenances means any structure which is joined to or forms an integral part of a geomembrane installation. Such structures include: concrete and/or steel weirs;

pipe collars and the like; concrete and rock walls within the area of the geomembrane, earth, stone and/or concrete covering over the geomembrane, waterfalls, fountains and the like, pipework, pumps, valves and filters when these are specific to a geomembrane.

[Definition of **casual employee** inserted by PR733839 from 27Sep21; varied by PR777247 from 27Aug24]

casual employee has the meaning given by section 15A of the Act.

NOTE: Section 15A of the Act was amended with effect from 26 August 2024. Under clause 102(3) of Schedule 1 to the Act, an existing employee who was a casual employee of an employer under section 15A as it was immediately before that date is taken to be a casual employee of the employer for the purposes of section 15A after that date.

continuous service means the period of service of an employee notwithstanding the employee's absence from work for any of the following reasons:

- annual leave, personal leave or parental leave;
- illness or accident up to a maximum of 4 weeks after the expiration of paid sick leave;
- jury service;
- injury received during the course of employment and up to a maximum of 26 weeks for which the employee received workers' compensation;
- where called up for military service for up to 3 months in any qualifying period;
- long service leave; and
- any reason satisfactory to the employer, provided the employee has informed the employer within 24 hours of the time when the employee was due to attend for work, or as soon as practicable thereafter, of the reason for the absence and probable duration.

continuous shiftworker means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least 6 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.

CW means construction workers in the general building and construction and civil construction sectors.

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

ECW means engineering construction workers in the metal and engineering construction sector.

employee means national system employee within the meaning of the Act.

[Definition of **employee organisation** inserted by PR774725 (quashed by [2025] FCAFC 187); inserted by PR795820 from 01Jul24]

employee organisation has the meaning given by section 12 of the Act.

employer means national system employer within the meaning of the Act.

[Definition of **enterprise** inserted by PR774725 (quashed by [2025] FCAFC 187); inserted by PR795820 from 01Jul24]

enterprise has the meaning given by section 12 of the Act.

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

geomembranes are impermeable membrane liners and barriers. They can be either sprayed on a surface or prefabricated and transported to the construction site. Sprayed on geomembranes are either sprayed directly on a surface (earth, concrete, etc.) or onto a geotextile. Geomembranes are usually (but not exclusively) composed of synthetic polymers, elastomers (rubbers) or plastomers (plastics). Some are reinforced with a fabric, and some are composites of natural and synthetic materials.

geotextile means any permeable textile material used with foundation, soil, rock, earth, or any other geotechnical engineering related material, that is an integral part of a man made project, structure or system especially when used in conjunction with **geomembranes**. Geotextiles include knitted, woven, and unwoven fabrics. Other products such as webs, mats, nets, grids, and formed plastic sheets that have been developed for use in combination with, or in place of, geotextiles are considered to be geotextiles for the purpose of this award.

in charge of plant means:

(a) when 2 or more employee**s** are employed at the plant at the one time, the employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility; or

(b) an employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more other employees; or

(c) when an employee is the only person of their class employed on the plant, the employee who does the general repair work of the plant in addition to the work of operating, but not when they merely assist a fitter or engineer to do such work; or

(d) where shifts are worked, the employee who is directed to carry out the general repair work of the plant in addition to the work of operating, but not when they merely assist a fitter or engineer to do such work.

injury, for the purposes of clause 27—Accident pay, has the same meaning as that contained in the applicable workers' compensation legislation covering the employer in respect of a claim made by the employee.

leading hand means an employee who is required to supervise or direct or be in charge of another employee or other employee**s**.

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth).

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client.

on-site building, engineering and civil construction industry has the meaning given in clause 4.2.

ordinary hourly rate means the hourly rate for an employee's classification specified in clause 19.1(a) plus the industry allowance. Where an employee is entitled to an additional all-purpose allowance, this allowance forms part of that employee's ordinary hourly rate.

The ordinary hourly rate is:

- for daily hire employees, the hourly rate calculated in accordance with clause 19.3(a);
- for weekly hire employees, the hourly rate calculated in accordance with clause 19.3(b);

- for apprentices, the weekly rate (determined in accordance with clause 19.7 or 19.8) divided by 38;
- for trainees, the weekly rate (determined in accordance with clause D.4.1(a) or D.4.1(b)) divided by 38;
- for employees covered by clause 42—Lift industry, the all purpose amounts specified in clause 42 are included;
- for forepersons and supervisors in the metal and engineering construction sector, the relevant weekly rate specified in clause 43.2 divided by 38;
- for **leading hands** the amount calculated in accordance with clause 19.2(a) or 19.2(b) is included.

refrigeration work means the installation, servicing or repairing of refrigeration plant and equipment, and/or ancillary components and equipment on a construction site.

[Definition of **regular casual employee** inserted by PR733839 from 27Sep21]

regular casual employee has the meaning given by section 12 of the Act.

[Definition of **small business employer** inserted by PR774725 (quashed by [2025] FCAFC 187); inserted by PR795820 from 01Jul24]

small business employer has the meaning given by section 23 of the Act.

standard rate means either the weekly or hourly minimum rate as stated for a Level 3 (CW/ECW 3) employee in clause 19.1.

traffic management means duties in or in connection with the directing and controlling of traffic.

[Definition of **workplace delegate** inserted by PR774725 (quashed by [2025] FCAFC 187); inserted by PR795820 from 01Jul24]

workplace delegate has the meaning given by section 350C(1) of the Act.

3. The National Employment Standards and this award

3.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

3.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

[Varied by PR743413]

4.1 This industry award covers employers throughout Australia in the **on-site building, engineering and civil construction industry** and their employees in the classifications within Schedule A—Classification Definitions to the exclusion of any other modern award.

4.2 For the purpose of clause 4.1, **on-site building, engineering and civil construction industry** means the industry of general building and construction, civil construction and metal and engineering construction, in all cases undertaken on-site.

4.3 For the purposes of clause 4.2:

(a) **general building and construction** means:

(i) the construction, alteration, extension, restoration, repair, demolition or dismantling of buildings, structures or works that form, or are to form, part of land, whether or not the buildings, structures or works are permanent and maintenance undertaken by employees of employers covered by clause 4.1 of such buildings, structures or works;

(ii) site clearance, earth-moving, excavation, site restoration, landscaping and the provision of car parks and other access works associated with the activities within clause 4.3(a)(i); and

(iii) the installation in any building, structure or works of fittings and services;

(b) **civil construction** means:

(i) the construction, repair, maintenance or demolition of:

- civil and/or mechanical engineering projects;
- power transmission, light, television, radio, communication, radar, navigation, observation towers or structures;
- power houses, chemical plants, hydrocarbons and/or oil treatment plants or refineries;
- silos; and/or
- sports and/or entertainment complexes;

(ii) road making and the manufacture or preparation, applying, laying or fixing of bitumen emulsion, asphalt emulsion, bitumen or asphalt preparations, hot pre-mixed asphalt, cold paved asphalt and mastic asphalt;

(iii) the prefabrication and installation of **geomembranes**, **geotextiles** and **appurtenances**;

(iv) dredging or sluicing work for or at premises provided for persons mentioned in or in connection with work under clause 4.3(b)(i);

(v) batch plants and precast yards at a construction site in or in connection with work under clause 4.3(b)(i);

(vi) **traffic management** in or in connection with work under clause 4.3(b)(i);

(vii) construction and/or establishment of landscape gardens in or in connection with work under clause 4.3(b)(i), provided that this award does not apply to the:

- maintenance or horticultural establishment work following practical completion of work as specified under the terms of the construction contract or project; and/or
- laying-out, construction, cultivation or keeping in order of gardens in connection with private houses;

(viii) the industry or calling of either or both catering and cleaning for or at premises provided for persons mentioned in clause 4.3(b)(i);

(ix) car parks excepting car park buildings and car parks within the alignment of a building; and

(x) railways, tramways, roads, freeways, causeways, aerodromes, drains, dams, weirs, bridges, overpasses, underpasses, channels, waterworks, pipe tracks, tunnels, water and sewerage works, conduits, and all concrete work and preparation incidental thereto;

(c) **metal and engineering construction** means:

(i) metal trades work performed in the work of construction, fabrication, erection and/or installation work or work incidental thereto when it is carried out at a construction site which is specifically established for the purpose of constructing, fabricating, erecting and/or installing the following:

- power stations, oil refineries, terminals and depots; chemical, petro-chemical and hydrocarbon plants; and associated plant, plant facilities and equipment;
- major industrial and commercial undertakings and associated plant, plant facilities and equipment including undertakings for the processing and/or smelting of ferrous and non-ferrous metals, the processing of forest products and associated by-products, acid and fertiliser plants, cement and lime works, and other major industrial undertakings of a like nature;
- plant, plant facilities and equipment in connection with the extraction, refining and/or treatment of minerals, chemicals and the like;
- transmission and similar towers, transmission lines and associated plant, plant facilities and equipment;
- lifts and escalators as prescribed in clause 42—Lift industry;
- facilities and equipment in other engineering projects; and
- maintenance and/or repair and/or servicing work carried out on-site by the employees of contractors or subcontractors in connection with contracts for on-site construction work referred to in clause 4.3(c)(i). This does not include any work which is incidental to or of a minor nature in relation to the work normally performed by an employee of an employer not engaged substantially in metal and engineering construction.

4.4 Without limiting the generality of the exclusion, this award does not cover employers covered by:

(a) the *Manufacturing and Associated Industries and Occupations Award 2020*;

(b) the *Joinery and Building Trades Award 2020*;

(c) the *Electrical, Electronic and Communications Contracting Award 2020*;

(d) the *Plumbing and Fire Sprinklers Award 2020*;

[4.4(e) varied by PR743413 ppc 11Jul22]

(e) the *Black Coal Mining Industry Award 2020*;

(f) the *Mining Industry Award 2020*;

(g) the quarrying industry as defined in clause 4.3 of the *Cement, Lime and Quarrying Award 2020*; or

(h) the *Premixed Concrete Award 2020*.

4.5 This award covers any employer which supplies labour on an **on-hire** basis in the **on-site building, engineering and civil construction industry** in respect of **on-hire** employees in classifications covered by this award, and those **on-hire** employees, while engaged in the performance of work for a business in that industry. Clause 4.5 operates subject to the exclusions from coverage in this award.

4.6 This award covers employers which provide group training services for apprentices and/or trainees engaged in the **on-site building, engineering and civil construction industry** and/or parts of that industry and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. Clause 4.6 operates subject to the exclusions from coverage in this award.

4.7 This award does not cover:

(a) an employee excluded from award coverage by the Act;

(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or

(c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.8 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. Individual flexibility arrangements

5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

(a) arrangements for when work is performed; or

(b) overtime rates; or

(c) penalty rates; or

(d) allowances; or

(e) annual leave loading.

5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

5.3 An agreement may only be made after the individual employee has commenced employment with the employer.

5.4 An employer who wishes to initiate the making of an agreement must:

(a) give the employee a written proposal; and

(b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

5.6 An agreement must do all of the following:

(a) state the names of the employer and the employee; and

(b) identify the award term, or award terms, the application of which is to be varied; and

(c) set out how the application of the award term, or each award term, is varied; and

(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and

(e) state the date the agreement is to start.

5.7 An agreement must be:

(a) in writing; and

(b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

5.11 An agreement may be terminated:

(a) at any time, by written agreement between the employer and the employee; or

(b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the Act).

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

[Substituted by PR763216 ppc 01Aug23]

Requests for flexible working arrangements are provided for in the NES.

NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 39—Dispute resolution and/or under section 65B of the Act.

7. Facilitative provisions

[Varied by PR733839, PR743413]

7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

[7.2 varied by PR733839, PR743413 ppc 11Jul22]

7.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
16.4(a)(iii)	Agreement on taking RDOs	The majority of employees
16.5	Agreement on banking of RDOs	An individual
16.6	Requirement to work on a day that is an RDO	An individual
16.8	Agreement on working other than the rostered day off cycle	The majority of employees
16.9(c)	Hours of work—part-time employees	An individual
16.11(a)	Other conditions for working ordinary hours—Early starts	The employees
18.1	Meal break—day workers	The majority of employees
19.6(a)	Piece rates	An individual
20	Payment of wages	An individual or the majority of employees
21.1(b)(i)	Tools and protective or other clothing or equipment	An individual
21.1(c)(i)	Tools and protective or other clothing or equipment	An individual
24.14(a)	Additional wet weather procedure—remaining on site	The employees

Clause	Provision	Agreement between an employer and:
25.6(f)(vi)	Travelling expenses—Rest and recreation—variable return home	An individual
29.13	Time off instead of payment of overtime	An individual
31.4	Annual leave in advance	An individual
31.5	Cashing out of annual leave	An individual
36.2, 36.3	Alternative day for public holiday	An individual

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 Employees under this award will be employed in one of the following categories:

(a) daily hire employees;

(b) full-time weekly hire employees;

(c) part-time weekly hire employees; or

(d) casual employees.

8.2 At the time of engagement an employer will inform each employee, in writing, of the terms of their engagement and, in particular, whether they are to be daily hire, full-time, part-time or casual employees.

9. Daily hire employees

9.1 A **daily hire employee** means a tradesperson or labourer engaged subject to the following provisions:

(a) One day's notice of termination of employment will be given on either side or one day's pay will be paid or forfeited.

(b) Notice given at or before the usual starting time of any ordinary working day will expire at the completion of that day's work.

(c) A tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools.

9.2 Nothing in clause 9 will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

10. Full-time weekly hire employees

A full-time employee is an employee who works an average of 38 ordinary hours per week.

11. Part-time weekly hire employees

11.1 A part-time employee is an employee who works an average of less than 38 ordinary hours per week and has reasonably predictable hours of work.

11.2 For each ordinary hour worked, a part-time employee will be paid no less than the **ordinary hourly rate** for the relevant classification and pro rata entitlements for those hours.

11.3 An employer must inform a part-time employee of the ordinary hours of work and the starting and finishing times.

11.4 Before commencing a period of part-time employment the employee and the employer will agree in writing:

(a) that the employee may work part-time;

(b) upon the hours to be worked by the employee, the days upon which the hours will be worked and commencing times for the work;

(c) upon the classification applying to the work to be performed; and

(d) upon the period of part-time employment.

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

11.6 The employer will provide a copy of the agreement and any variation made in accordance with clause 11.5, to the employee.

12. Casual employees

[Varied by PR733839]

[12.1 deleted by PR733839 from 27Sep21]

[12.2 renumbered as 12.1 by PR733839 from 27Sep21]

12.1 A casual employee is entitled to all of the applicable rates and conditions of employment prescribed by this award except annual leave, paid personal/carer's leave, paid community service leave, notice of termination and redundancy benefits.

[12.3 renumbered as 12.2 and varied by PR733839 from 27Sep21]

12.2 An employer, when engaging a person for casual employment, must inform the employee, in writing, that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, and the relevant rate of pay.

[12.4 renumbered as 12.3 by PR733839 from 27Sep21]

12.3 A casual employee is entitled to payment for a minimum of 4 hours' work per engagement, plus the relevant fares and travel allowance and expenses prescribed by clauses 25—Living away from home—distant work and 26—Travelling time entitlements on each occasion they are required to attend work.

[12.5 renumbered as 12.4 by PR733839 from 27Sep21]

12.4 A casual employee must be paid a casual loading of **25%** for ordinary hours as provided for in this award. The casual loading is paid as compensation for annual leave, personal/carer's leave, community service leave, notice of termination and redundancy benefits and public holidays not worked.

[12.6 renumbered as 12.5 by PR733839 from 27Sep21]

12.5 A casual employee required to work overtime or weekend work will be entitled to the relevant penalty rates prescribed by clauses 29—Overtime and 30—Penalty rates, provided that:

(a) where the relevant penalty rate is **150%**, the employee must be paid **175%** of the **ordinary hourly rate** prescribed for the employee's classification; and

(b) where the relevant penalty rate is **200%**, the employee must be paid **225%** of the **ordinary hourly rate** prescribed for the employee's classification.

NOTE: The overtime and weekend work penalty rates for casual employees have been calculated by adding the casual loading prescribed by clause 12.4 to the overtime and weekend work penalty rates prescribed by clauses 29.4(a) and 30.1.

[12.7 renumbered as 12.6 by PR733839 from 27Sep21]

12.6 A casual employee required to work on a public holiday prescribed by the NES must be paid **275%** of the **ordinary hourly rate** prescribed for the employee's classification.

13. Changes to casual employment status

[13—Casual conversion to full-time or part-time employment renamed and substituted by PR733839, 13—Offers and requests for casual conversion renamed and substituted by PR777247 from 27Aug24]

A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES. See sections 66A to 66MA of the Act.

NOTE: Disputes about changes to casual employment status may be dealt with under sections 66M and 66MA of the Act and/or under clause 39—Dispute resolution.

14. Apprentices

14.1 Definitions

(a) An **adult apprentice** is an employee who is 21 years of age or over at the time of signing the contract of training.

(b) An **apprentice** is an employee who is bound by a contract of training registered with the appropriate State or Territory training authority.

(c) An **apprenticeship** is a system of structured on-the-job training with an employer and off-the-job training with a Registered Training Organisation accessed through a contract of training.

(d) For the purposes of this award, a **construction apprenticeship** is a contract of training for the acquisition of tradesperson qualifications.

(e) **Registered Training Organisation** (RTO) means a training organisation registered by the Australian Skills Quality Authority, the Victorian Registration and Qualifications Authority or the Western Australia's Training and Accreditation Council.

(f) A **contract of training** means an approved agreement for training registered with the appropriate State or Territory training authority or under the provisions of the appropriate State or Territory training legislation.

(g) A **school-based apprentice** is an employee who is undertaking an apprenticeship in accordance with clause 14 while also undertaking a course of secondary education.

14.2 Conditions of employment

(a) Apprentices will be engaged in accordance with the terms of this award, any relevant apprenticeship legislation and/or regulations made by any State or Territory training authority with the responsibility for the apprenticeship. The terms of this award apply to apprentices except where otherwise stated.

(b) An apprentice/trainee will be permitted to be absent from work, without loss of pay or continuity of employment, to attend the off-the-job training in accordance with the contract of training.

(c) Time spent by an apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. Clause 14.2 operates subject to the provisions of Schedule C—School-based Apprentices and the provisions of clause 26.5.

(d) The notice of termination provisions of the NES apply to apprentices.

(e) Redundancy provisions do not apply to apprentices, provided that where the employment of an apprentice by an employer is continued after the completion of the apprenticeship, the period of the apprenticeship will be counted as service for the purposes of the award and long service leave entitlements and in the event that an apprentice is terminated at the end of their apprenticeship and is re-engaged by the same employer within 6 months of such termination, the period of the apprenticeship will be counted as service in determining any future termination entitlements.

14.3 Overtime and shiftwork

(a) When overtime and/or shiftwork are worked the relevant penalties and allowances prescribed by the award will apply, based on the applicable **ordinary hourly rate**. No apprentice/trainee will work overtime or shiftwork on their own or without supervision.

(b) No apprentice under the age of 18 years will be required to work overtime or shiftwork unless they choose to do so.

(c) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at the RTO as required by any statute, award, regulation or the contract of training applicable to them.

14.4 Payment by results

An apprentice will not work under any system of payment by results.

14.5 Lost time

(a) Apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to either paid leave or leave without pay (taken in accordance with clause 31.3).

The following year of their apprenticeship does not commence until the additional days have been worked.

(b) In calculating the extra time to be so served, the apprentice will be credited with time which they have worked during the relevant year in excess of their ordinary hours.

14.6 Training costs—fees and textbooks

(a) All fees charged by an RTO and the cost of all prescribed textbooks for the apprenticeship, which are paid by an apprentice, will be reimbursed by the employer within:

(i) 6 months of commencement of the apprenticeship or a stage of the apprenticeship; or

(ii) within 3 months of the commencement of training provided by the RTO,

whichever is the later, unless there is unsatisfactory progress.

(b) An employer may meet its obligations under clause 14.6 by paying any fees and/or cost of textbooks directly to the RTO.

14.7 Adult apprenticeship—application of general conditions of apprenticeship

The provisions of clause 14 will apply to adult apprentices unless specifically provided otherwise by clause 19.8.

14.8 Attendance at block release training

(a) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that clause 14.8 will not apply where the apprentice could attend an alternate RTO closer to the apprentice's usual place of work and the use of the more distant RTO is not agreed between the employer and the apprentice.

(b) For the purposes of clause 14.8(a) excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, in excess of the fares and travel patterns allowance payable under clause 26.5(a). For the purposes of clause 14.8(a) excess travel costs do not include payment for travelling time or expenses incurred while not in transit.

(c) The amount payable by an employer under clause 14.8(a) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

(d) Clause 14.8 applies instead of the provisions contained in clause 25—Living away from home—distant work.

14.9 Competency based progression

(a) For the purpose of competency based wage progression in clause 19.7 an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:

(i) competency has been achieved in the relevant proportion of the total units of competency specified in clause 19.7 for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and

(ii) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and

(iii) either:

(A) the RTO, the employer and the apprentice agree that the abovementioned requirements have been met; or

(B) the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.

(b) If the employer disagrees with the assessment of the RTO referred to in clause 14.9(a)(iii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause

in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.

(c) For the purposes of clause 14.9, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of "competency" utilised for the purpose of the training packages and for the purpose of clause 14.9 is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.

(d) The apprentice will be paid the wage rate referred to in clause 14.9(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 14.9(a)(iii) or on a date as determined under the dispute resolution process in clause 14.9(b).

15. Classifications

The definitions of the classification levels in clause 19—Minimum rates are contained in Schedule A—Classification Definitions.

Part 3—Hours of Work

16. Ordinary hours of work and rostering arrangements

[Varied by PR747560]

16.1 Except as provided in clause 17—Shiftwork, the ordinary working hours will be 38 per week (averaged over a 20 day 4 week cycle to allow for the accrual and taking of rostered days off (RDO)), worked between 7.00 am and 6.00 pm Monday to Friday in accordance with the procedures in clauses 16.2 to 16.7.

16.2 Hours of work and accrual towards RDOs

[16.2 varied by PR743413 ppc 11Jul22]

Ordinary working hours will be 8 hours in duration each day, of which 0.4 of one hour of each day worked will accrue towards an RDO and 7.6 hours will be paid. An employee will therefore accrue 7.6 hours towards an RDO each 19 days of ordinary hours worked.

16.3 Accrual towards an RDO on days not worked

[16.3 varied by PR743413 ppc 11Jul22; paragraph in 16.3 renumbered as 16.3(a) by PR747560 ppc 14Nov22]

(a) An employee will accrue 0.4 of one hour of each day towards an RDO for any public holiday where an employee is not required to work and for each day of paid leave taken. This will not apply on a day an employee takes an RDO.

[16.3(b) inserted by PR747560 ppc 14Nov22]

(b) If a public holiday is a part-day public holiday, then clause 16.3(a) applies on a pro-rata basis for the number of ordinary hours on the part-day public holiday.

16.4 Taking the accrued RDO

(a) An accrued RDO will be taken in one of the following ways:

[16.4(a)(i) varied by PR743413 ppc 11Jul22]

(i) on one day during a 20 day 4 week cycle on which all employees will take an RDO in accordance with a written roster fixed by the employer and issued 7 days before the commencement of that cycle; or

(ii) on a day during a 20 day 4 week cycle during which particular employees will take their RDOs on different days in accordance with a written roster fixed by the employer and issued 7 days before the commencement of that cycle; or

(iii) by any other method that is agreed by the employer and the majority of that employer's employees and recorded in writing.

(b) The means by which a written roster under clause 16.4 may be issued include but are not limited to the following:

(i) by giving an employee a copy of the written roster; or

(ii) by placing a copy of the written roster on the notice board(s) at the workplace; or

(iii) by sending the written roster to the employee by post in a prepaid envelope to an employee's usual residential or postal address, by facsimile transmission, or by email or other electronic means; or

(iv) by any other means agreed to by the employer and employee.

(c) A roster issued in accordance with clause 16.4 must not require an employee to take an RDO on a day that is a public holiday.

16.5 RDO banking

An employee and the employer may agree to allow the employee to bank an accrued RDO that would otherwise be taken under one of the ways fixed under clause 16.4(a) and in that event the following will apply:

(a) The number of accrued RDOs banked must not exceed 5 at any time.

(b) If an accrued RDO is banked, an employee is required to work on the day the employee's RDO was otherwise fixed under clause 16.4(a). In that event clause 16.6 does not apply.

(c) An accrued RDO that is banked will be taken on a day that is agreed between the employer and the employee and on which ordinary working hours may be worked. An employer must not unreasonably withhold agreement for an employee to take a banked RDO on a particular day requested by the employee.

(d) The employer must maintain a record of:

(i) the number of accrued RDOs banked by each employee; and

(ii) the date on which each employee takes a banked accrued RDO.

16.6 Requirement to work on a day that is an RDO

[16.6 varied by PR743413 ppc 11Jul22]

(a) The employer may require an employee to work on an RDO that is fixed in accordance with clause 16.4(a) by agreement with the employee, or upon the provision of not less than 48 hours' notice where the work to be performed is necessary because of unforeseen delays to a particular project or a section of it or any other reasons arising from unforeseen or emergency circumstances on a project.

(b) An employee who works on a day rostered for the taking of an RDO in accordance with 16.6(a) will be paid penalty rates as prescribed for Saturday work in clause 30—Penalty rates, and will retain the accrued RDO.

16.7 Entitlement on termination of employment

If an employee's employment is terminated for any reason then, in addition to any other payment to which the employee becomes entitled the employer must pay to the employee:

(a) an amount equal to the payment the employee would have received had the employee taken any accrued RDO yet to be taken and any banked accrued RDO; and

(b) an amount equal to the payment the employee would have received had the employee taken an RDO for the period representing the number of hours and minutes that have accrued towards an RDO.

16.8 Agreement on working other than the rostered day off cycle

Where an employer and the majority of employees employed at a particular enterprise agree that due to the nature of an employer's operations it is not practicable for an employee to be provided with an RDO in each 4 week cycle, they may agree to an alternate method of arranging working hours, provided that the ordinary hours worked in any one week from Monday to Friday are within the spread of hours set out in clause 16.1 and that no more than 8 ordinary hours are worked in any one day. Any such agreement shall be recorded in writing.

16.9 Hours of work—part-time employees

(a) The daily ordinary hours of work of a part-time employee shall not exceed 8 hours.

(b) Notwithstanding the provisions of clauses 16 and 17—Shiftwork, an employee working on a part-time basis may be paid for actual hours worked and in such instances the employee will not be entitled to accrue time towards an RDO.

(c) An employer and employee may agree that the part-time employee accrues time towards an RDO as provided by clauses 16 and 17—Shiftwork. In such instances, the part-time employee will accrue pro rata entitlements to rostered days off in accordance with clause 16.2.

16.10 Hours of work—casual employees

The daily ordinary hours of work of a casual employee shall not exceed 8 hours.

16.11 Other conditions for working ordinary hours

(a) Early starts

The working day may start at 6.00 am or at any time between that hour and 8.00 am and the working time will then begin to run from the time fixed, and the meal break will be adjusted accordingly. The change to the start time requires agreement between the employer and the employees and their representative(s), if requested.

(b) Washing time

The employer will provide sufficient facilities for washing and 5 minutes will be allowed before lunch and before finishing time to enable employees to wash and put away gear.

(c) Work in compressed air and underground

The working hours of employees working in compressed air or underground shall be subject to any applicable safety standards.

16A. Employee right to disconnect

[16A inserted by PR777978 from 26Aug24]

16A.1 Clause 16A provides for the exercise of an employee's right to disconnect under section 333M of the Act.

NOTE:

(a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:

(1) their employer outside of the employee's working hours,

(2) a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours.

(b) Section 333M(3) lists matters that must be taken into account in determining whether an employee's refusal is unreasonable.

(c) Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.

(d) Section 333N provides for the resolution of disputes about whether an employee's refusal is unreasonable and about the operation of section 333M.

(e) The general protections in Part 3–1 of the Act prohibit an employer taking adverse action against an employee because of the employee's right to disconnect under section 333M of the Act.

16A.2 Clause 16A applies from the following dates:

(a) 26 August 2024—for employers that are not small business employers on this date and their employees.

(b) 26 August 2025—for employers that are small business employers on 26 August 2024 and their employees.

16A.3 An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.

16A.4 Clause 16A.3 does not prevent an employer from contacting, or attempting to contact, an employee outside of working hours in circumstances including to notify them of:

(a) an emergency roster change under clause 24—Inclement weather; or

(b) a recall to work under clause 29.5.

17. Shiftwork

[Varied by PR747560]

17.1 General building and construction and metal and engineering construction sectors

(a) Definitions

For the purposes of clause 17.1:

afternoon shift means a shift starting at or after 1.00 pm and before 3.00 pm.

night shift means a shift starting at or after 3.00 pm and before 11.00 pm.

early morning shift means a shift commencing at or after 11.00 pm and before 4.30 am.

morning shift means a shift starting at or after 4.30 am and before 6.00 am.

early afternoon shift means a shift starting on or after 11.00 am and before 1.00 pm.

(b) When an employee is employed continuously (inclusive of public holidays) for 5 shifts Monday to Friday, the following rates will apply:

(i) afternoon, night and early morning shift—**150%** of the **ordinary hourly rate**;

(ii) morning and early afternoon shifts—**125%** of the **ordinary hourly rate**.

(c) Where a job finishes after proceeding on shiftwork for more than 5 consecutive days or the employer terminates the employee's services during the week, the employee must be paid at the rate specified in clause 17.1(b) for the time actually worked.

(d) In the case of broken shifts (i.e. less than 38 ordinary hours worked over 5 consecutive shifts Monday to Friday) the rates prescribed will be **150%** for the first 2 hours and **200%** thereafter.

(e) The ordinary hours of early morning, morning, early afternoon, afternoon and night shift will be 8 hours daily inclusive of meal breaks. Provided where

shiftwork comprises 3 continuous and consecutive shifts of 8 hours each per day, that 24 minutes of each shift will accrue towards a rostered off shift and a crib time of 20 minutes duration will be allowed on each shift, and will be paid for as though worked. Such crib time will be instead of any other rest period or cessation of work elsewhere prescribed by this award.

(f) An employee must be given at least 48 hours' notice of the requirement to work shiftwork.

(g) The hours for shiftworkers, when fixed, must not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration must be given to the employee not later than the ceasing time of their previous shift.

(h) For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime must apply. Provided that an ordinary night shift starting before and extending beyond midnight Friday, will be regarded as a Friday shift.

(i) All work in excess of shift hours, Monday to Friday, other than holidays must be paid for at **200%** of the **ordinary hourly rate** (excluding shift rates).

(j) The provisions of this award relating to hours of work and leave will apply to employees working shiftwork.

17.2 Civil construction sector

(a) Definitions

For the purpose of clause 17.2:

shiftwork means any system of work in which operations are being continued by the employment of a group of employees upon work on which another group had been engaged previously

day shift means any shift starting on or after 6.00 am and before 10.00 am

afternoon shift means any shift starting at or after 10.00 am and before 8.00 pm

night shift means any shift starting at or after 8.00 pm and before 6.00 am

rostered shift means a shift of which the employee concerned has had at least 48 hours' notice.

(b) Roster

Shifts must be worked according to a roster which will:

(i) provide for rotation of shifts unless all the employees concerned agree otherwise;

(ii) provide for not more than 8 shifts to be worked in any 9 consecutive days; and

(iii) specify the starting and finishing times of each shift.

(c) Ordinary hours

(i) The ordinary hours of work for shiftworkers will not exceed an average of 38 per week over a cycle of 2, 3 or 4 weeks.

(ii) A shift will consist of not more than 8 consecutive hours inclusive of a crib time of 30 minutes which will be counted as time worked.

(d) Rostered off shift

(i) 24 minutes of each 8 hour shift worked during a shift cycle will accrue as an entitlement to take a rostered off shift after each 19 shifts worked.

(ii) The rostered off shift will be paid for as though worked.

(e) Paid leave

[17.2(e) varied by PR747560 ppc 14Nov22]

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

(f) Pro rata accrued entitlements

(i) A shiftworker who has not worked or is not regarded by reason of clause 17.2(e) as having worked a complete shift cycle will receive pro rata accrued entitlements for each shift worked or regarded as having been worked in that cycle.

(ii) The pro rata entitlements will be payable for the rostered off shift or, in the case of termination of employment, on such termination.

(g) Taking of rostered off shifts

(i) The employer and employees concerned will agree in writing upon arrangements for the taking of rostered off shifts or for their accumulation.

(ii) Accumulation will be limited to not more than 5 shifts before they are taken as rostered off shifts.

(iii) When rostered off shifts are taken they will be regarded as shifts worked for accrual purposes in the particular shift cycle in which they are taken.

(h) Work on a rostered off shift

(i) The rostered off shift prescribed by clause 17.2 will be taken as a paid shift off.

(ii) Where an employer for emergency reasons requires an employee to work on their rostered off shift the employee will, in addition to their accrued entitlements, be paid at overtime rates for all work performed on the rostered off shift.

(i) Overtime

(i) All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of **200%** of the **ordinary hourly rate**.

(ii) Clause 17.2(i)(i) will not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.

(j) Shift rates

A shiftworker whilst on afternoon or night shift other than on a Saturday, Sunday or holiday must be paid **115%** of the **ordinary hourly rate**.

(k) Saturdays

An employee who is working a shift between midnight on Friday and midnight on Saturday must be paid **150%** of the **ordinary hourly rate** for ordinary hours of work inclusive of time worked for accrual purposes as prescribed in clause 17.2(e).

(l) Sundays and public holidays

(i) Subject to clause 17.2(l), the provisions of clause 36—Public holidays, will apply to shiftworkers.

(ii) Where shifts start between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight will not entitle the

employee to the Sunday or public holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.

(iii) Where shifts fall partly on a Sunday or a public holiday that shift, the major portion of which falls on a Sunday or a public holiday, will be regarded as the Sunday or public holiday shift.

(m) Five successive shifts

Shiftworkers who work on any afternoon or night shift which does not continue for at least 5 successive afternoons or nights will be paid **150%** of the **ordinary hourly rate** for all ordinary hours of work occurring during the shift.

(n) Permanent night shift

An employee who (except at their own request pursuant to clause 17.2(b)(i)):

(i) during a period of engagement on shift, works night shift only; or

(ii) remains on a night shift for a longer period than 4 successive weeks; or

(iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each cycle;

must, during such engagement, period or cycle be paid **130%** of the **ordinary hourly rate** for all ordinary hours of work on night shift.

(o) Call outs

(i) A shiftworker called out to work after finishing their normal working time and after they have left work for the shift, or called out to work on a day on which they are rostered off, must be paid for a minimum of 3 hours' work calculated at **200%** of the **ordinary hourly rate** for each occasion the shiftworker is called out.

(ii) If called out on a public holiday, payment must be calculated at the rate prescribed in clause 30.1(e) of this award.

(p) Transport after overtime

When a shiftworker, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable

means of transport are not available, the employer will provide the shiftworker with transport to their usual place of residence or to the nearest appropriate public transport.

18. Meal breaks

18.1 Meal break—day workers

(a) For the purpose of a meal on each day, there must be a cessation of work and of working time of not less than 30 minutes, to be taken between noon and 1.00 pm, or as otherwise agreed between an employer and a majority of employees.

(b) An employee must not be required to work more than 5 hours without a break for a meal.

(c) Where, because of the area or location of a project, the majority of on-site employees on the project request, and agreement is reached, the period of the meal break may be extended to not more than 45 minutes with a consequential adjustment to the daily time of finishing of work.

NOTE: Penalty rates apply in circumstances where an employer requires an employee to work through a meal break – see clause 29.6.

18.2 Meal break—shiftworkers

At no later than 5 hours after the start of each shift there must be a cessation of work of 30 minutes' duration to allow shiftworkers to take a meal break which will count as time worked.

18.3 Rest periods and crib time

(a) A paid rest period of 10 minutes must be allowed between 9.00 am and 11.00 am.

(b) When an employee is required to work overtime for 2 hours or more after their usual finishing time of the day or shift, the employee must be allowed to take a paid crib time of 20 minutes' duration immediately after their finishing time and, after each 4 hours of continuous work, a paid crib time of 30 minutes' duration.

(c) In the event of an employee remaining at work after their usual finishing time without taking the crib time of 20 minutes and continuing at work for a period of 2 hours or more, the employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

(d) For the purposes of clause 18.3, **usual finishing time** is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clauses 16—Ordinary hours of work and 17—Shiftwork.

(e) Where shiftwork comprises 3 continuous and consecutive shifts of 8 hours per day inclusive of time worked for accrual purposes as prescribed in clauses 16—Ordinary hours of work and 17—Shiftwork, paid crib time of 20 minutes' duration must be allowed in each shift. Crib time in each shift will be instead of any other rest period or cessation of work elsewhere prescribed by this award.

(f) The provisions of clauses 18.3(b), 18.3(c), and 18.3(e) will not apply to an employee who is entitled to the rest periods prescribed in clauses 18.6 and 18.7.

18.4 Working with toxic materials

(a) Where an employee is using toxic materials and the work continues to the employee's meal break, the employee will be entitled to take washing time of 10 minutes immediately prior to the meal break.

(b) Where this work continues to the finishing time of the day or is finalised at any time prior to the finishing time of the day, washing time of 10 minutes will be granted.

(c) The washing time break or breaks will count as time worked.

18.5 Shaft or trench sinkers, etc.

Where shaft or trench sinkers or timberpersons are working at a depth of over 1.8 metres and where employees are driving at any depth in a tunnel or are engaged on similar work, the prescribed ordinary hours will include a daily crib time of 30 minutes which will count as time worked.

18.6 Hot work

Where an employee works for more than 2 hours in a place where the temperature has been raised by artificial means to 46 C and above, the employee is entitled to 20 minutes rest after every 2 hours work without loss of pay.

18.7 Cold work

Where an employee works for more than 2 hours in a place where the temperature is lowered by artificial means to less than 0 C, the employee is entitled to 20 minutes rest after every 2 hours work without loss of pay.

Part 4—Wages and Allowances

19. Minimum rates

[Varied by PR729275, PR733839, PR740696, PR745634, PR762129, PR773904, PR786558]

19.1 General

[19.1(a) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

(a) An employee within a level specified in the following table will be paid not less than the rate assigned to the appropriate classification, as defined in Schedule A—Classification Definitions, in which the employee is working:

Level	Minimum weekly rate	Minimum hourly rate
	$	$
Level 9 (ECW 9)	1250.10	32.90
Level 8 (CW/ECW 8)	1228.40	32.33
Level 7 (CW/ECW 7)	1199.30	31.56
Level 6 (CW/ECW 6)	1165.90	30.68
Level 5 (CW/ECW 5)	1135.70	29.89
Level 4 (CW/ECW 4)	1102.10	29.00
Level 3 (CW/ECW 3)	1068.40	28.12
Level 2 (CW/ECW 2)	1038.20	27.32
Level 1 (CW/ECW 1)—CW/ECW 1 (level d)	1017.70	26.78
Level 1 (CW/ECW 1)—CW/ECW 1 (level c)	999.80	26.31

Level	Minimum weekly rate	Minimum hourly rate
	$	$
Level 1 (CW/ECW 1)—CW/ECW 1 (level b)	986.60	25.96
Level 1 (CW/ECW 1)—CW/ECW1 (level a)	967.50	25.46

(b) The rates in clause 19.1(a) prescribe minimum classification rates only. The payment of additional allowances is required by other clauses of this award in respect of both weekly and hourly payments. The **ordinary hourly rate** for an employee's classification is set out in clause 2—Definitions.

(c) CW refers to construction workers in the general building and construction and civil construction sectors. ECW refers to engineering construction workers in the metal and engineering construction sector.

19.2 Leading hands

(a) A person specifically appointed to be a **leading hand** must be paid at the rate of the following percentages of the weekly rates in clause 19.1(a) of the highest classification supervised, or the employee's own rate, whichever is the higher, in accordance with the number of persons in the employee's charge.

In charge of:	% of the appropriate weekly rate per week
1 person	2.4
2 - 5 persons	5.3
6 - 10 persons	6.7
More than 10 persons	9.0

(b) For daily hire employees, the hourly rate payable is calculated by multiplying the amount prescribed in clause 19.2(a) by 52 over 50.4 (52/50.4) and dividing

by 38 and the said amount will apply for **all purposes** of this award (provided that in the case of a carpenter-diver the divisor will be 31).

19.3 Hourly rate calculation

(a) Daily hire employees—follow the job loading

(i) The calculation of the hourly rate will take into account a factor of 8 days in respect of the incidence of loss of wages for periods of unemployment between jobs.

(ii) For this purpose the hourly rate, calculated to the nearest cent (less than half a cent to be disregarded), will be calculated by multiplying the sum of the appropriate amounts prescribed in:

- clause 19.1—Minimum rates;
- clause 22—Industry allowances;

and where applicable,

- clause 21.1—Tools and protective or other clothing or equipment;
- clause 23.2—Underground allowance,

by 52 over 50.4 (52/50.4) rounded to the nearest cent and dividing the total by 38.

(iii) Provided that in the case of a carpenter-diver, the divisor will be 31.

(b) Weekly hire employees

The hourly rate will be calculated by adding the amounts prescribed in:

- Clause 19.1—Minimum rates;
- clause 22—Industry allowances;

and, where applicable:

- clause 21.1—Tools and protective or other clothing or equipment;
- clause 23.2—Underground allowance;
- clause 23.7—Air-conditioning industry and refrigeration industry allowances;
- clause 23.8—Electrician's licence allowance; and
- clause 23.9—In charge of plant;

and dividing the total by 38.

19.4 Presenting for work but not required

(a) Clause 19.4 does not apply to casual employees.

(b) A new employee, if engaged and presenting for work to commence employment and not being required, will be entitled to at least 8 hours' work or payment for 8 hours at the **ordinary hourly rate**, plus the appropriate allowance prescribed by clause 26—Travelling time entitlements.

(c) However, if the services of any employee are not required by reason of inclement weather, then the provision of clause 24—Inclement weather, will apply.

19.5 Mobile cranes capacity adjustment formula

[19.5 varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

For each additional 40 tonnes over a maximum lifting capacity of 100 tonnes, an amount of **$25.64** per week must be added to the base rate for Level 5 (CW/EW5) and above.

19.6 Piece rates

(a) An employer and an employee may agree to remunerate the employee in whole or in part by piece rates, instead of (in whole or in part) the rates and allowances provided for in this award.

(b) The agreement must be made without coercion or duress.

(c) The employer must record a piece rate agreement made under clause 19.6 in writing and provide a copy to the employee and must keep the agreement as a time and wages record.

(d) The piece rate agreement must set out the following information:

(i) the parties to the agreement;

(ii) the date the agreement commences to operate; and

(iii) the basis on which the piece rate payment is made and how piecework will be measured.

(e) An employee working under a piece rate agreement must:

(i) be paid no less than the amount which the employee would have been entitled to receive under the rates and allowances prescribed by this award if the piece rate agreement had not been made; and

(ii) not disadvantage the employee in relation to their terms and conditions of employment.

(f) For the purpose of the NES, the base rate of pay for a pieceworker is the base rate of pay as defined in the NES.

(g) For the purpose of the NES, the full rate of pay for a pieceworker is the full rate of pay as defined in the NES.

(h) An agreement made under clause 19.6 may be terminated by written agreement between the employer and the employee or by either party giving 4 weeks' notice in writing to the other party and the agreement will cease to operate at the end of the notice period.

19.7 Apprentice rates

(a) A person who has completed a full apprenticeship must not be paid less than the standard rate.

(b) An apprentice will be paid a minimum rate of pay calculated on the total of the percentage of the standard rate in the following tables, and the allowances prescribed in clause 19.7(c):

(i) Apprentices who commence a contract of training on or after 1 January 2014 (excluding apprentices covered by the Electrotechnology Training Package)

(A) Four year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	Have not completed year 12	Have completed year 12
		% of the standard rate	
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	50	55

Stage of apprenticeship	Minimum training requirements on entry	Have not completed year 12	Have completed year 12
		% of the standard rate	
Stage 2	On attainment of 25% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing the apprenticeship, whichever is the earlier.	60	65
Stage 3	On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 2, whichever is the earlier.	75	75
Stage 4	On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 3, whichever is the earlier.	90	90

(B) Three year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	% of the standard rate
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 1	55
Stage 2	On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing the apprenticeship, whichever is the earlier.	75
Stage 3	On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 2, whichever is the earlier.	90

(ii) Apprentices who commence a contract of training on or after 1 January 2014 (apprentices covered by the Electrotechnology Training Package)

Year of apprenticeship	Have not completed year 12	Have completed year 12
	% of the standard rate	
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	90	90

(iii) Apprentices who commenced a contract of training before 1 January 2014:

Four year apprenticeship	**% of the standard rate**
1st year	45
2nd year	55
3rd year	75
4th year	90
Three year apprenticeship	**% of the standard rate**
1st year	55
2nd year	75
3rd year	90

(c) In addition to the above rates apprentices will be paid amounts prescribed in:

- clause 21.1—Tools and protective or other clothing or equipment;
- clause 22—Industry allowances;

and, where applicable,

- clause 23.2—Underground allowance

as part of the ordinary weekly rate for **all purposes**.

(d) Notwithstanding the nominal period, the apprenticeship (excluding apprentices covered by the Electrotechnology Training Package) is completed in a shorter period when:

(i) the qualification specified in the contract of training is successfully completed; and

(ii) the apprentice has the necessary practical experience to achieve competency in the skills covered by the contract of training, provided that the determination as to whether this condition has been met must

be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and

(iii) the requirements of the relevant State/Territory training authority and any requirements of the Australian Industry and Skills Committee with respect to demonstration of competency and any minimum necessary work experience requirements are met; and

(iv) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.

19.8 Adult apprenticeship

(a) Where a person was employed by an employer immediately prior to becoming an **adult apprentice** with that employer, such person will not suffer a reduction in the **ordinary hourly rate** of pay by virtue of entering into the contract of training.

[19.8(b) varied by PR733839 from 27Sep21]

(b) Provided that for employees engaged in the general building and construction, and civil construction sectors, the provision in 19.8(a) will only apply to employees who have been employed by the employer for at least 6 months as a full-time weekly or daily hire employee, or 12 months as a part-time or regular casual employee immediately prior to commencing the apprenticeship.

(c) For the purpose of fixing a rate of pay only, the **adult apprentice** will continue to receive the **ordinary hourly rate** of pay that is applicable to the classification or class of work specified in clause 19.1, and in which the **adult apprentice** was engaged immediately prior to entering into the contract of training.

(d) Subject to clauses 19.8(a) and 19.8(c), the rate of pay of an **adult apprentice** will be the **ordinary hourly rate** prescribed for the lowest paid classification in clause 19.1 or the **ordinary hourly rate** prescribed by clause 19.7 for the relevant year of apprenticeship, whichever is the greater.

19.9 School-based apprentices

For employees undertaking an apprenticeship while also undertaking a course of secondary education, see Schedule C—School-based Apprentices.

[19.10 deleted by PR745634 ppc 01Nov22]

19.10 Higher duties

[19.11 renumbered as 19.10 by PR745634 ppc 01Nov22]

An employee engaged for more than 2 hours, during one day on duties carrying a higher rate than the employee's ordinary classification, must be paid the higher rate for the whole day. Otherwise the employee must be paid the higher rate for the time worked at the higher classification.

20. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

20.1 All wages, allowances and other monies must be paid in cash, or by cheque, bank cheque, electronic funds transfer (EFT) or similar transfer or any combination.

20.2 An employee paid by cheque must be allowed reasonable time, as agreed between the employer and the employee, to attend the branch of the employee's bank nearest the workplace to cash cheques during working hours.

20.3 Subject to clause 20.4, payments must be paid and available to the employee not later than the end of ordinary hours of work on Thursday of each working week.

20.4 Where an employer made payment less frequently in compliance with:

(a) a relevant award or award-based transitional instrument, prior to the making of this award on 1 January 2010; or

(b) a Division 2B State award, prior to 1 January 2011,

the employer may continue to make payment at that frequency, subject to the agreement of employees and/or a majority of employees if required by the relevant award, award-based transitional instrument or Division 2B State award.

20.5 If an employee is paid wages by cash or cheque and is kept waiting for their wages more than 15 minutes after the usual time of finishing work on pay day (for reasons not beyond the control of the employer), the employee is to be paid at overtime rates after that 15 minutes for the period they are kept waiting, with a minimum payment of 15 minutes.

20.6 Payment on termination of employment

(a) If the employment of an employee terminates, the employer must pay the employee the following amounts in accordance with clause 20.6:

(i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

(ii) all other amounts that are due to the employee under this award and the NES.

(b) Where notice of termination is given by an employer or employee in accordance with the terms of this award or the NES the amounts described at clause 20.6(a)(i) must be paid to the employee:

(i) on the day of termination; or

(ii) where this is not practicable the employer will have two working days to send monies due to an employee by registered post or, where the employee is paid by EFT, transfer the monies into the employee's account.

(c) The amounts described at clause 20.6(a)(ii), and where notice is not given by an employer or employee in accordance with the terms of this award or the NES the amounts described at clause 20.6(a)(i), must be paid to the employee:

(i) on the day of termination; or

(ii) forwarded by electronic funds transfer by no later than 7 days after the day on which the employee's employment terminates.

(d) The requirement to pay wages and other amounts under clause 20.6(a) is subject to the employer making deductions authorised by this award or the Act.

NOTE 1: Section 117(2) of the Act provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: State and Territory long service leave laws or long service leave entitlements under section 113 of the Act, may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

21. Expense-related allowances

[Varied by PR729462, PR740868, PR762292, PR774073, PR786723]

NOTE 1: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

NOTE 2: See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances.

21.1 Tools and protective or other clothing or equipment

[21.1(a) varied by PR729462, PR740868, PR762292, PR774073, PR786723 ppc 01Jul25]

(a) An allowance in recognition of the maintenance and provision of the standard tools of trade must be paid for **all purposes** of the award in accordance with the following table:

Classification	Tool allowance $ per week
Artificial stoneworker, carpenter and/or joiner, carpenter-diver, carver, bridge and wharf carpenter, floor sander, letter cutter, marble and slate worker, stonemason or tilelayer	39.60
Caster, fixer, floorlayer specialist or plasterer	32.76
Refractory bricklayer or bricklayer	28.11
Roof tiler, slate-ridger or roof fixer, tradespersons in the metals and engineering construction sector	20.74
Signwriter, painter or glazier	9.50

(b) Where any other tools are required by the employer for the performance of work by a tradesperson covered by clause 21.1(a), or where in the case of any other employee any tools are required for the performance of work, the employer shall:

(i) by agreement with the employee, reimburse the employee for provision of the tools; or

(ii) provide the tools.

(c) Where any protective or other clothing or equipment, other than safety boots, is required by the employer for the performance of work, the employer shall:

(i) by agreement with the employee, reimburse the employee for provision of the clothing or equipment; or

(ii) provide the clothing or equipment.

(d) Where employees are required either by the employer or by legislation to wear steel toe capped safety boots the employer will reimburse employees for the cost of purchasing such boots on commencement of work. Subject to fair wear and tear, boots will be replaced each 6 months if required and sooner if agreed.

21.2 Meal allowance

[21.2(a) varied by PR729462, PR740868, PR762292, PR774073, PR786723 ppc 01Jul25]

(a) An employee required to work overtime for at least 1.5 hours after working ordinary hours inclusive of time worked for accrual purposes as prescribed in clauses 17—Shiftwork, or 16—Ordinary hours of work and rostering arrangements, must be paid by the employer an amount of **$19.00** to meet the cost of a meal.

(b) Clause 21.2 will not apply to an employee who is provided with reasonable board and lodging or who is receiving a distant job allowance as provided for in clause 25—Living away from home—distant work, and is provided with a suitable meal.

[21.2(c) varied by PR729462, PR740868, PR762292, PR774073, PR786723 ppc 01Jul25]

(c) An operator employee will be entitled to be paid **$19.00** for each meal after the completion of each 4 hours from the commencement of overtime.

21.3 Compensation for clothes and tools

(a) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, fire, molten metal or corrosive substances, must be paid such amount to cover the loss suffered by the employee as may be agreed upon between the employee and the employer.

[21.3(b) varied by PR729462, PR740868, PR762292, PR774073, PR786723 ppc 01Jul25]

(b) An employee must be reimbursed by the employer to a maximum of **$2296** for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises,

job or workshop or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of **injury** or illness, or where the employee does not report for work because of illness or accident and has advised the employer of such absence.

(c) An employee transporting their own tools must take all reasonable care to protect those tools and prevent theft or loss.

(d) When an employer requires an employee to wear spectacles with toughened glass lenses the employer must pay the cost of the toughening process.

(e) For the purposes of clause 21.3:

(i) only tools used by the employee in the course of their employment will be covered by clause 21.3;

(ii) the employee will, if requested to do so, furnish the employer with a list of tools so used;

(iii) reimbursement will be at the current replacement value of new tools of the same or comparable quality; and

(iv) the employee will report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

22. Industry allowances

[Varied by PR729275, PR740696, PR762129, PR773904, PR786558]

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

NOTE: See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances.

22.1 The following industry allowances must be paid, in addition to the employee's weekly rate prescribed in clause 19—Minimum rates, for work in each of these sectors:

[22.1(a) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

(a) General building and construction industry, civil construction industry and metal and engineering construction industry—an allowance of **$64.10** per week;

[22.1(b) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

(b) Residential building and construction industry—an allowance of **$51.28** per week.

22.2 For the purposes of determining the applicable industry allowance:

(a) the definitions of general building and construction, civil construction and metal and engineering construction in clause 4.3 will apply.

(b) **residential building and construction industry** means the activities identified in clause 4.3(a) undertaken in relation to a single occupancy or dual occupancy residential building which is not a multistorey building as defined in clause 23.3(c).

22.3 The industry allowances payable under clause 22 are to be paid for **all purposes** of the award.

23. Other allowances

[Varied by PR729275, PR740696, PR762129, PR773904, PR786558]

NOTE: See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances.

23.1 An employer must pay an employee the allowances they are entitled to under clause 23 in addition to the applicable industry allowance under clause 22—Industry allowances.

23.2 Underground allowance

[23.2(a) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

(a) An employee, other than an employee in an Operator classification, who is required to work underground must be paid an additional allowance of **$19.23** per week for **all purposes** of the award.

[23.2(b) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

(b) Provided that an employee required to work underground for no more than 4 days or shifts in any ordinary week must be paid an additional **$4.27** per day or shift.

(c) Where a shaft is to be sunk to a depth greater than 6 metres, the payment of the underground allowance will commence from the surface.

(d) These allowances will not be payable to employees engaged upon pot and drive work at a depth of 3.5 metres or less.

23.3 Multistorey allowance

(a) A multistorey allowance must be paid to all employees on-site whilst engaged in construction or renovation of a multistorey building to compensate for the disabilities experienced in, and which are peculiar to construction or renovation of a multistorey building.

(b) Provided that for the purposes of clause 23.3 **renovation work** is work performed on existing multistorey buildings and such work involves structural alterations which extend to more than 2 storey levels in a building, and at least part of the work to be performed is above the 4th floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.

(c) In clause 23.3:

multistorey building means a building which will, when complete, consist of 5 or more storey levels.

complete means the building is fully functional and all work which was part of the principal contract is complete.

storey level means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building and will include basement levels and mezzanine or similar levels (but excluding **half floors** such as toilet blocks or store rooms located between floors), and a plant room situated on the top of a building if the plant room occupies 25% of the total roof or an area of 100 square metres, whichever is the lesser.

floor level means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

[23.3(d) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

(d) In respect of any building or structure (including a tower) which does not have regular storey levels and which exceed 15 metres in height, an allowance of **$0.90** per hour will be paid for all work above 15 metres, with an additional **$0.90** per hour for work above each additional 15 metres. For example, an employee working at a height of 31 metres is paid an allowance of **$1.8** per hour.

(e) Rates

[23.3(e)(i) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

(i) Except as provided for in clauses 23.3(d) or 23.3(f), an allowance in accordance with the following table must be paid to all employees on the building site. The higher allowances presented in respect of work on the 16th and subsequent floors will be paid to all employees when one of the following components of the building—structural steel, reinforcing steel, boxing or walls—rises above the floor level first designated in the allowance scale:

Storeys	$ per hour
From the commencement of building to 15th floor level	0.73
From the 16th to 30th floor level	0.87
From the 31st to 45th floor level	1.35
From the 46th to 60th floor level	1.74
From the 61st floor level onward	2.14

(ii) The allowances payable at the highest point of the building will continue until completion of the building.

(f) Service cores

[23.3(f)(i) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

(i) All employees employed on a service core at more than 15 metres above the highest point of the main structure must be paid the multistorey rate appropriate for the main structure plus an additional $**0.90** per hour, with an additional **$0.90** per hour for work above each additional 15 metres calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period.

(ii) Employees employed on a service core no higher than 15 metres above the main structure must be paid in accordance with the multistorey allowance prescribed herein.

(iii) Provided that any section of a service core exceeding 15 metres above the highest point of the main structure will be disregarded for the purpose of calculating the multistorey allowance application to the main structure.

23.4 Laser operation allowance

(a) Application

Clause 23.4 applies when laser equipment is utilised for work within the scope of this award.

(b) Definitions

(i) **Laser** means any device excepting a Class 1 device which can be made to produce or amplify electromagnetic radiation in the wavelength range from 100 nanometres to one millimetre primarily by the process of controlled stimulation emission.

(ii) **Laser safety officer** or **LSO** is an employee who in addition to the employee's ordinary work is qualified to perform duties associated with laser safety and is appointed as such.

(c) Laser safety officer allowance

[23.4(c) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

An employee appointed by the employer to carry out the duties of a laser safety officer must be paid an additional **$3.77** per day or part thereof when carrying out these duties, paid as a flat amount without attracting any premium or penalty.

23.5 Carpenter-diver allowance

[23.5 varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

Employees undertaking work normally performed by a carpenter-diver must be paid an additional **$1.27** per hour extra which will be regarded as part of the **ordinary hourly rate** for **all purposes** of the award.

23.6 First aid allowance

(a) The first aid allowance will be paid to compensate for the additional responsibilities, skill obtained, and time spent acquiring the relevant qualifications to an employee:

(i) who is appointed by the employer to be responsible for carrying out first aid duties as they may arise;

(ii) who holds a recognised first aid qualification (as set out below) from the Australian Red Cross Society, St John Ambulance or similar body;

(iii) who is required by their employer to hold a qualification at that level;

(iv) whose qualification satisfies the relevant statutory requirement pertaining to the provision of first aid services at the particular location where the employee is engaged; and

(v) whose first aid duties are in addition to the employee's normal duties, recognising what first aid duties encompass by definition;

(b) The first aid allowance will be paid as follows:

[23.6(b)(i) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

(i) an employee who holds the minimum qualifications recognised under the relevant State or Territory Occupational Health and Safety legislation (or, in Western Australia, a Senior First Aid certificate of Industrial First Aid certificate or equivalent qualification from the St John Ambulance Association or similar body)—**$3.85** per day; or

[23.6(b)(ii) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

(ii) an employee who holds a higher first aid certificate recognised under the relevant State or Territory Occupational Health and Safety legislation (or, in Western Australia, a Senior First Aid certificate or Industrial First Aid certificate or equivalent qualification from the St John Ambulance Association or similar body)—**$6.09** per day.

(c) An employee will be paid only for the level of qualification required by their employer to be held, and there will be no double counting for employees who hold more than one qualification.

23.7 Air-conditioning industry and refrigeration industry allowances

[23.7 varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

In addition to the appropriate minimum rate prescribed in clause 19.1, an air-conditioning tradesperson and a refrigeration mechanic must be paid a weekly allowance of **$84.40** as compensation for the various disabilities and peculiarities associated with on-site **air-conditioning work** or on-site **refrigeration work**.

23.8 Electrician's licence allowance

[23.8(a) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

(a) An employee engaged and working as an electrical tradesperson and who holds an appropriate electrician's licence must be paid a weekly allowance of **$34.19** for **all purposes** of this award.

(b) An appropriate electrician's licence for the purpose of clause 23.8 will be:

- New South Wales—a NSW Electrician's Licence;
- Victoria—an A Grade Electrician's Licence;
- South Australia—an A Grade Electrical Worker's Licence;
- Tasmania—an A Grade Electrician's Licence; and
- Queensland—an Electrical Mechanic's or Electrical Fitter/Mechanic's Licence.

23.9 In charge of plant

(a) **In charge of plant** has the meaning given in clause 2—Definitions.

[23.9(b) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

(b) An employee who is **in charge of plant** must be paid an additional **$50.21** per week.

23.10 Special rates applicable only to the general building and construction sector

(a) **Conditions in respect of special rates**

(i) To avoid doubt, the special rates are allowances for the purpose of clause 5.1(d).

(ii) The special rates prescribed in this award must be paid irrespective of the times at which work is performed and will not, except where specified, be subject to any premium or penalty conditions.

(iii) The special rates must be paid to employees in addition to the other rates in this award.

(b) **Computing quantities**

[23.10(b)(i) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

(i) Employees who are regularly required to compute or estimate quantities of materials in respect of the work performed by other employees must be paid an additional **$6.55** per day or part thereof.

(ii) This allowance will not apply to an employee classified as a **leading hand** and receiving an allowance prescribed in clause 19.2.

(c) Scaffolding or rigging certificate allowance

[23.10(c) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person must be paid an additional **$0.90** per hour.

24. Inclement weather

24.1 Clause 24 applies to general building and construction and the civil construction sector only.

24.2 **Inclement weather** means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature 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.

24.3 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 24.2 apply.

24.4 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.

24.5 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.

24.6 Where a concrete pour is completed in accordance with clause 24.5, 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 during a concrete pour the employee will, unless the employee has a change of dry working clothes available, be allowed to go home for the remainder of the day without loss of pay.

24.7 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 24.

24.8 If an employee commences employment during a 4 week period the employee will be credited with:

(a) 32 hours where the employee commences on any working day within the first week;

(b) 24 hours where the employee commences on any working day within the second week;

(c) 16 hours where the employee commences on any working day within the third week; and

(d) 8 hours where the employee commences on any working day within the 4th week in any 4 week period.

24.9 The first period will be deemed to commence on the first Monday after 28 December 2009 and subsequent periods will commence at 4 weekly periods thereafter, provided that a calendar that was being used immediately before 15 July 2013 may still apply.

24.10 An employee working on a part-time basis pursuant to clause 11—Part-time weekly hire employees, will be entitled to payment on a pro rata basis according to the number of ordinary hours agreed to be worked in the 4 week period. The method of calculation of a part-time daily hire employee's proportionate employment will be as follows:

$$32 \times \frac{\text{Number of hours agreed to be worked during the 4 week period}}{152}$$

24.11 Inclement weather occurring during overtime will not be taken into account for the purposes of clause 24 and employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours.

24.12 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.

24.13 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.

24.14 Additional wet weather procedure

(a) Remaining on site

Where, because of wet weather, the employees are prevented from working:

(i) for more than an accumulated total of 4 hours of ordinary time in any one day; or

(ii) after the meal break, as provided in clause 18.1, for more than an accumulated total of **50%** of the normal afternoon work time; or

(iii) during the final 2 hours of the normal work day 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, by agreement between the employer and the employees, employees remain on site beyond the periods specified above, any such additional wet time will be paid for but will not be debited against the employees' hours. Wet time occurring during overtime will not be taken into account for the purposes of clause 24.14(a).

(b) Rain at starting time

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:

(i) the rain stops; or

(ii) a covered walkway has been provided; or

(iii) the sheds are under cover and the employees can get to the dry area without going through the rain; or

(iv) adequate protection is provided.

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

25. Living away from home—distant work

[Varied by PR729462, PR740868, PR762292, PR774073, PR786723]

NOTE: See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances.

25.1 Qualification

The entitlements under clause 25 apply when an employee is employed on construction work at such a distance from the employee's usual place of residence or any separately maintained residence that the employee cannot reasonably return to that place each night, provided that:

(a) the employee is not in receipt of relocation benefits;

(b) the employee is maintaining a separate place of residence to which it is not reasonable to expect the employee to return each night; and

(c) the employee has provided the correct details of their usual place of residence, or any separately maintained address, to the employer.

25.2 Employee's address

(a) On engagement, an employee must provide the employer with their address at the time of application and the address of any separately maintained residence. An employee must not knowingly make a false statement regarding the details required in clause 25.1(c).

(b) The employer must take reasonable steps to verify the address details provided by the employee. Reasonable steps may include requesting documentary proof of the address, such as by the provision of a driver's licence, but do not include investigating the veracity of the documentary proof that is provided by the employee.

(c) Despite clause 25.1(c), the employer will be liable to pay or provide the entitlements under this clause to an employee who satisfies clause 25.1(a) and (b) if the employee has failed to provide the correct address details and the employer has failed to take reasonable steps to verify the address details in accordance with clause 25.2(b). However, the employer will not be liable to pay or provide the entitlements under clause 25 if the employer has requested documentary proof of the employee's address details and the employee has provided fraudulent documents in response to that request.

(d) No subsequent change of address will entitle an employee to the provisions of clause 25 unless the employer agrees.

25.3 Entitlement

(a) Where an employee qualifies under clause 25.1 the employer will:

[25.3(a)(i) varied by PR729462, PR740868, PR762292 ppc 01Jul23]

(i) pay the employee the greater of **$100.22** per day or an amount which fully reimburses the employee for all reasonable accommodation and meal expenses incurred; or

(ii) provide the worker with accommodation and 3 adequate meals each day; or

(iii) provide the worker with accommodation and reimburse the employee for all reasonable meal expenses; or

(iv) where employees are required to live in camp, provide all board and accommodation free of charge.

(b) Any accommodation provided under clause 25.3(a) must be in accordance with contemporary living standards taking into account the particular circumstances of the location in which the work is performed and must include reasonable washing, laundry, recreational, kitchen, external lighting, communications and fire protection facilities.

25.4 Reimbursement of meal expenses for living in camp

Where it is not possible for the employer to provide meals free of charge directly to employees required to live in camp, the employer shall:

(a) reimburse employees for food reasonably purchased by them for their own use or for the reasonable cost of meals consumed in the nearest recognised centre; and

[25.4(b) varied by PR729462, PR740868, PR762292, PR774073, PR786723 ppc 01Jul25]

(b) pay an allowance of **$254.97** for every complete week the employee is available for work, or in the case of broken weeks **$36.38** per day including any Saturday or Sunday if the employee is in camp and available for work on the working days immediately preceding and succeeding each Saturday and Sunday. If an employee is absent without the employer's approval on any day, the allowance will not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance will not be payable for the Saturday and Sunday.

25.5 Camp conditions

(a) The employer must ensure that a camp is maintained in a clean and hygienic condition.

(b) Where an employer has established a camp site and provides facilities for employees living in their own caravan, the employer must provide reasonable space for the caravans.

25.6 Travelling expenses

An employee who is sent by an employer to a job which qualifies the employee for the provisions of clause 25 will not be entitled to any of the allowances prescribed by clause 26—Travelling time entitlements, for the period occupied in travelling from the employee's usual place of residence to the distant job, but instead will be entitled to the following benefits:

(a) Forward journey

(i) An employee must:

[25.6(a)(i) varied by PR729462, PR740868, PR762292, PR774073, PR786723 ppc 01Jul25]

- be provided with appropriate transport or be paid the amount of a fare on the most appropriate method of public transport to the job and any excess payment due to transporting tools if such is incurred; and
- be paid for the time spent in travelling, at ordinary rates up to a maximum of 8 hours per day for each day of travel; and
- be paid **$19.00** per meal for any meals incurred while travelling.

(ii) The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues employment within 2 weeks of commencing on the job and who does not immediately return to the employee's place of engagement.

(b) Return journey

[25.6(b)(i) varied by PR729462, PR740868, PR762292, PR774073 ppc 01Jul24]

(i) An employee will, for the return journey, receive the same payments provided for the forward journey (see clause 25.6(a)). In addition, daily hire employees will receive an amount of **$26.21** to cover the cost of transport and transporting tools from the main public transport terminal to the employee's usual place of residence.

(ii) The return journey payments will not be paid if the employee terminates or discontinues employment within 2 months of commencing on the job or is dismissed for incompetence within one

working week of commencing on the job, or is dismissed for misconduct at any time.

(c) Travelling time calculations

For the purpose of clause 25.6, travelling time will be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work (or the return journey, as the case may be).

(d) Daily fares allowance

An employee engaged on a job who qualifies under the provisions of clause 25 and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) must be paid the allowance prescribed by clause 26—Travelling time entitlements.

(e) Weekend return home

[25.6(e)(i) varied by PR729462, PR740868, PR762292, PR774073 ppc 01Jul24]

(i) An employee who notifies the employer, no later than Tuesday of each week, of their intention to return to their usual place of residence at the weekend and who returns to such usual place of residence for the weekend, must be paid an allowance of **$44.41** for each occasion provided that the employee does not miss any ordinary hours of work.

(ii) An employee who is receiving the living away from home allowance pursuant to clause 25.3(a)(i) or reimbursement of meal expenses for living in camp pursuant to clause 25.4 is not entitled to payment under clause 25.6(e)(i).

(iii) When an employee returns to their usual place of residence for a weekend or part of a weekend and is not absent from the job for any of the ordinary working hours, no reduction of the allowance in clause 25.3 will be made.

(f) Rest and recreation

Where an employee is engaged on a job which qualifies the employee for the provisions of this clause and the duration of work on the job is scheduled for more than 8 weeks the employee will be entitled to rest and recreation in accordance with the following:

(i) After each continuous 4 week period of work away from home the employee will be entitled to a minimum period of 7 days unpaid rest and recreation leave at the employee's usual place of residence, of which 5 days shall be exclusive of travel from the job to the employee's usual place of residence and return to the job. On each occasion that the employee returns to their usual place of residence they will be paid for travel expenses in accordance with clause 25.6(a), (b) and (c).

(ii) After 12 weeks' **continuous service** (inclusive of periods of rest and recreation) the employee will be entitled to 2 days' paid rest and recreation leave and an additional paid day of rest and recreational leave for each subsequent 12 weeks of **continuous service**.

(iii) Payment for leave and travel expenses will be made at the completion of the first pay period commencing after date of return to the job.

(iv) The provisions of clause 25.6(f)(i) do not continue to apply where the work the employee is engaged upon will terminate in the ordinary course within a further 28 days after the last period of rest and recreation leave.

(v) Service will be deemed to be continuous notwithstanding an employee's absence from work as prescribed in this clause.

(vi) Variable return home

In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlement.

(vii) No payment instead

Payment of travel expenses and leave with pay as provided for in clause 25.6(f) will not be made unless utilised by the employee.

(viii) Alternative paid day off procedure

If the employer and the employee so agree, any accrued rostered days off (RDO) as prescribed in clause 16—Ordinary hours of work and rostering arrangements, may be taken, and paid for, in conjunction with and additional to rest and recreation leave.

(ix) Termination of employment

An employee will be entitled to notice of termination of employment in sufficient time to arrange suitable transport at termination or must be paid as if employed up to the end of the ordinary working day before transport is available.

26. Travelling time entitlements

[Varied by PR728768, PR729462, PR740868, PR762292, PR774073]

NOTE: See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances.

26.1 Fares and travel pattern allowance

[26.1(a) varied by PR729462, PR740868, PR762292, PR774073 ppc 01Jul24]

(a) In recognition of the travel patterns and costs peculiar to the industry, which include mobility in employment and the nature of employment on construction work, an employee is to be paid an allowance of **$21.94** per day for each day worked when the employee starts and finishes work on a construction site, or is required to perform prefabricated work in an open yard and is then required to erect or fix on-site.

(b) An employee will not be entitled to the allowance in clause 26.1(a) on any day where the employer:

(i) provides or offers to provide transport free of charge from the employee's home to the place of work and return; or

(ii) provides a fully maintained vehicle free of charge to the employee.

26.2 Travelling between construction sites

An employee transferred from one site to another during working hours will be paid:

(a) for the time spent in travelling; and

(b) if the employer does not provide transport:

(i) the reasonable cost of fares for public transport between construction sites; or

[26.2(b)(ii) varied by PR729462, PR762292, PR774073 ppc 01Jul24]

(ii) where the employee uses their own vehicle the employee must be paid an allowance at the rate of **$0.98** per kilometre.

26.3 Travelling outside ordinary hours

Time spent travelling from an employee's home to their job and return outside ordinary working hours will be unpaid unless the employer directs the employee to pick up and return other employees to their homes.

26.4 Distant work payment

[26.4(a) varied by PR728768 ppc 01May21]

(a) If an employee is required to travel to a construction site that is:

(i) not located in a metropolitan radial area in which the employee's usual place of residence is located; and

(ii) more than 50 kms by road from the employee's usual place of residence;

the employee will be entitled to the distant work payment in clause 26.4(b) instead of the allowance in clause 26.1.

(b) The distant work payment is:

(i) payment for the time outside ordinary working hours reasonably spent in travel, paid at the ordinary time hourly rate, calculated to the next quarter of an hour, and with a minimum payment of one half an hour per day for each return journey; and

[26.4(b)(ii) varied by PR729462, PR740868, PR762292, PR774073 ppc 01Jul24]

(ii) any expenses necessarily and reasonably incurred in such travel, which will be **$0.59** per kilometre where the employee uses their own vehicle.

(c) Despite clause 26.4(a), the distant work payment is not payable when, at the commencement of employment, the employee's usual place of residence was more than 50km by road from the construction site on which the employee was initially engaged.

(d) In this subclause, a metropolitan radial area is the area within a radius of 50 kilometres of:

(i) the GPO of a capital city of a State or Territory; or

(ii) the principal post office in a regional city or town in a State or Territory.

26.5 Apprentices

(a) An apprentice will be entitled to a proportion of the allowances prescribed in clauses 26.1 and 26.4 in accordance with the following scale:

(i) on the 1st year rate—**75%** of the amount prescribed;

(ii) on the 2nd year rate—**85%** of the amount prescribed;

(iii) on the 3rd year rate—**90%** of the amount prescribed;

(iv) on the 4th year rate—**95%** of the amount prescribed.

(b) An apprentice will not be paid the allowance in clause 26.5(a) for the days they attend a RTO for training and assessment in accordance with the contract of training.

(c) When a school-based apprentice attends off-the-job training or assessment not at the school at which they are enrolled they will receive 25% of the allowance prescribed in clause 26.1.

26.6 Adjustment of allowances

The monetary allowances prescribed in clause 25—Living away from home—distant work, clause 26.1, clause 26.2(b)(ii) and clause 26.4(b)(ii) will be adjusted in accordance with clause B.2.2.

27. Accident pay

27.1 The employer must pay an employee accident pay.

27.2 **Accident pay** has the meaning given in clause 2—Definitions.

27.3 Subject to the relevant workers' compensation claim being accepted, **accident pay** is payable from the time of the **injury** for which workers' compensation is paid for a total of 26 weeks in respect to the employee's incapacity from that **injury**, regardless of whether the incapacity is in one continuous period or not.

27.4 The termination of the employee's employment for any reason whilst the employee is receiving **accident pay** will not affect the liability of the employer to pay **accident pay** in accordance with clause 27.3.

27.5 Where an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay **accident pay** will cease from the date of receipt of the lump sum by the employee.

27.6 If an employer has a scheme for the payment of **accident pay** that contains provisions generally not less favourable to employees than the provisions of clause 27, the employer may apply to the Fair Work Commission for that scheme to apply instead of clause 27.

27.7 For a casual employee the weekly payment as defined in clause 27.2 will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of

employment with the employer. The weekly payment will include casual loading but will not include over award payments, shift rates and overtime.

27.8 If an employee entitled to **accident pay** under clause 27 returns to work on reduced hours or modified duties, the amount of **accident pay** due will be reduced by any amounts paid for the performance of such work.

27.9 For the avoidance of doubt, an employee will not be entitled to any payment under clause 27 in respect of any period of workers' compensation where the statutory payment for the period exceeds the amount the employee would have received for working ordinary time hours for the same period.

28. Superannuation

[Varied by PR771287, PR794718]

28.1 Superannuation legislation

[28.1 substituted by PR771287 ppc 09Apr24]

(a) The NES and Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deal with the superannuation rights and obligations of employers and employees.

(b) The rights and obligations in clause 28 supplement those in superannuation legislation and the NES.

NOTE: Under superannuation legislation:

(a) Individual employees generally have the opportunity to choose their own superannuation fund.

(b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.

(c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.

(d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.

28.2 Employer contributions

(a) An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

28.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 28.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

(c) The employer must pay the amount authorised under clauses 28.3(a) or 28.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 28.3(a) or 28.3(b) was made.

28.4 Superannuation fund

[28.4 varied by PR771287; substituted by PR794718 ppc 23Jan26]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 28.2 to another superannuation fund, the employer must make the superannuation contributions provided for in clause 28.2 and pay any amount authorised under clauses 28.3(a) or 28.3(b) to one of the following superannuation funds or its successor, provided that, in respect of new employees, the fund is able to accept new beneficiaries:

(a) Construction and Building Unions Superannuation Fund (Cbus Super);

(b) Building Unions Superannuation Scheme (Queensland) (BUSSQ);

(c) AustralianSuper;

(d) CareSuper;

(e) Australian Retirement Trust;

(f) HOSTPLUS Superannuation Fund;

(g) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a **MySuper product** or is an **exempt public sector superannuation scheme**; or

(h) a superannuation fund or scheme which the employee is a **defined benefit member** of.

28.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 28.2 and pay the amount authorised under clauses 28.3(a) or 28.3(b):

(a) **Paid leave—**while the employee is on any paid leave;

(b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related **injury** or work-related illness provided that:

(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and

(ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty Rates

29. Overtime

[Varied by PR747560, PR763216]

29.1 Reasonable overtime

(a) Subject to section 62 of the Act and clause 29.1, an employer may require an employee to work reasonable overtime hours at overtime rates.

(b) An employee may refuse to work overtime hours if they are unreasonable.

(c) In determining whether overtime hours are reasonable or unreasonable for the purpose of clause 29.1 the following must be taken into account:

(i) any risk to employee health and safety from working the additional hours;

(ii) the employee's personal circumstances, including family responsibilities;

(iii) the needs of the workplace or enterprise in which the employee is employed;

(iv) 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, working additional hours;

(v) any notice given by the employer of any request or requirement to work the additional hours;

(vi) any notice given by the employee of his or her intention to refuse to work the additional hours;

(vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;

(viii) the nature of the employee's role, and the employee's level of responsibility; and

(ix) any other relevant matter.

29.2 No employee under the age of 18 years will be required to work overtime or shiftwork.

29.3 Except in an emergency, no trainee will work or be required to work overtime or shiftwork at times which would prevent the employee's attendance at a Registered Training Organisation, as required by any statute, award or regulation.

NOTE: Overtime and shiftwork for apprentices are dealt with in clause 14.3.

29.4 Payment for working overtime

(a) All time worked beyond an employee's ordinary working hours (inclusive of time worked for accrual purposes as prescribed in clauses 16—Ordinary hours of work and 17—Shiftwork), Monday to Friday, must be paid for at the rate of **150%** of the **ordinary hourly rate** for the first 2 hours and **200%** thereafter.

(b) A casual employee must be paid in accordance with the overtime rates prescribed by clause 12.5.

29.5 Recall to work overtime

(a) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) must be paid for a minimum of 3 hours' work at the appropriate rates for each time the employee is so recalled.

(b) The employee will not be required to work the full 3 hours if the job the employee was recalled to perform is completed within a shorter period, unless unforeseen circumstances arise.

(c) Clause 29.5 will not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

29.6 Work during meal break—day workers

(a) If an employer requires an employee to work during the time prescribed by clause 18.1 for the meal break, the employee must be paid at the rate of **200%** of the **ordinary hourly rate** for the period worked between the prescribed time for the start of the meal break under clause 18.1 and the beginning of the time allowed in substitution for the meal break.

(b) If the meal break provided in accordance with clause 29.6(a) is shortened at the request of the employee to the minimum of 30 minutes prescribed in clause 18.1 or to any other extent (not being less than 30 minutes) the employer will not be required to pay more than the **ordinary hourly rate** of pay for the time worked as a result of such shortening, but such time will form part of the ordinary working time of the day.

29.7 Transport after overtime

(a) When an employee finishes work at a time when reasonable means of transport are not available, after having worked overtime and/or a shift for which the employee has not been regularly rostered, the employer must pay the cost of, or provide, transport to the employee's home or to the nearest public transport.

(b) The provisions of clause 29.7 must apply in respect of work on a holiday.

29.8 Consecutive hours off duty

(a) An employee who works so much overtime:

(i) between the termination of the employee's ordinary work day or shift, and the start of the employee's work in the next day or shift that the employee has not had at least 10 consecutive hours off duty between these times; or

(ii) on Saturdays, Sundays and holidays (not being ordinary working days) or on a rostered day off, without having had 10 consecutive hours off duty

in the 24 hours preceding the employee's ordinary starting time on the next ordinary day or shift;

must be released after completion of such overtime until the employee has had 10 hours off duty without loss of pay for ordinary working time occurring during such absence.

(b) The provisions of clause 29.8(a) must apply in respect of work on a holiday.

(c) An employee who has worked continuously (except for meal and crib times allowed by this award) for 20 hours must not be required to continue at or start work for at least 12 hours.

(d) If, on the instructions of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, the employee must be paid at **200%** of the **ordinary hourly rate** until the employee is released from duty for such period and will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(e) The provisions of clause 29.8 will apply in the case of shiftworkers as if 8 hours were substituted for 10 hours when overtime is worked:

(i) for the purpose of changing shift rosters; or

(ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace such shiftworker; or

(iii) where a shift is worked by arrangement between the employees themselves.

29.9 All work performed on any of the holidays prescribed by the NES or substituted instead thereof, must be paid at **250%** of the **ordinary hourly rate**.

29.10 An employee required to work on a holiday must be afforded at least 4 hours' work or be paid for 4 hours at the appropriate rate.

[29.11 inserted by PR747560 ppc 14Nov22]

29.11 Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period in clause 29.10.

[29.11 renumbered as 29.12 by PR747560 ppc 14Nov22]

29.12 All work performed on a Saturday or a Sunday will be paid in accordance with clause 30—Penalty rates.

[29.12 renumbered as 29.13 by PR747560 ppc 14Nov22]

29.13 Time off instead of payment for overtime

(a) Clause 29.13 does not apply to daily hire employees or casual employees.

(b) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(c) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 29.13.

(d) An agreement must state each of the following:

(i) the number of overtime hours to which it applies and when those hours were worked;

(ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

(iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

(iv) that any payment mentioned in clause 29.13(d)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by this clause is set out at Schedule E—Agreement for time off instead of payment for overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for time off instead of payment for overtime. An agreement under clause 29.13 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

(e) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 29.13 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

(f) Time off must be taken:

(i) within the period of 6 months after the overtime is worked; and

(ii) at a time or times within that period of 6 months agreed by the employee and employer.

(g) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 29.13 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(h) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 29.13(f), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

(i) The employer must keep a copy of any agreement under clause 29.13 as an employee record.

(j) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(k) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 29.13 will apply, including the requirement for separate written agreements under clause 29.13(c) for overtime that has been worked.

[Note varied by PR763216 ppc 01Aug23]

NOTE: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65A(3) of the Act).

(l) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 29.13 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the Act a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 29.13.

30. Penalty rates

[Varied by PR747560]

30.1 Weekend and public holiday work

(a) Subject to clauses 30.1(b) and 30.1(c), overtime worked on Saturday must be paid at **150%** of the **ordinary hourly rate** for the first 2 hours and **200%** thereafter.

(b) All overtime worked after 12 noon on Saturday must be paid at **200%** of the **ordinary hourly rate**.

(c) All work performed on the Saturday following Good Friday must be paid at **250%** of the **ordinary hourly rate**.

(d) All time worked on Sundays must be paid at **200%** of the **ordinary hourly rate**.

[30.1(e) varied by PR747560 ppc 14Nov22]

(e) All work performed on public holidays, or substituted days or part-days, must be paid at **250%** of the **ordinary hourly rate**.

(f) A casual employee must be paid for overtime or weekend work in accordance with clause 12.5.

30.2 Minimum engagement

(a) Subject to clause 30.2(b), an employee required to work overtime on a Saturday must be afforded at least 3 hours' work or be paid for 3 hours at the appropriate rate.

(b) An employee required to work on the Saturday following Good Friday must be afforded at least 4 hours' work or be paid for 4 hours at the appropriate rate.

(c) An employee required to work overtime on a Sunday must be afforded at least 4 hours' work or be paid for 4 hours at the appropriate rate.

(d) All worked performed on public holidays, or substituted days, is subject to a minimum payment for 4 hours' work.

[30.2(e) inserted by PR747560 ppc 14Nov22]

(e) Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period in clause 30.2(d).

30.3 Paid rest period during over time—Saturday and Sunday

(a) An employee working overtime on Saturday or Sunday must be allowed a paid rest period of 10 minutes between 9.00 am and 11.00 am.

(b) This provision operates in place of clause 18.3(a).

30.4 Paid crib time during overtime—Saturday and Sunday

(a) An employee working overtime on a Saturday or working on a Sunday must be allowed a paid crib time of 20 minutes after 4 hours' work, to be paid for at the **ordinary hourly rate** of pay but this provision will not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay. This provision operates in place of clause 18.1(a).

(b) In the event of an employee being required to work in excess of a further 4 hours, the employee must be allowed to take a paid crib time of 30 minutes which will be paid at the **ordinary hourly rate** of pay. This provision operates in place of clauses 18.3(a) and 18.3(b).

Part 6—Leave and Public Holidays

31. Annual leave

[Varied by PR751044]

31.1 Leave entitlement

(a) Annual leave is provided for in the NES.

(b) For the purpose of the additional week of leave provided by the NES, a shiftworker means a **continuous shiftworker** as defined in this award.

31.2 Payment for annual leave

(a) Instead of the **base rate of pay** as referred to in section 90(1) of the Act, an employee under this award, before going on annual leave, must be paid, in advance, the amount which they would have received for working ordinary time hours if they had not been on leave.

(b) In addition to the payment prescribed in clause 31.2(a), an employee must be paid during a period of annual leave a loading of **17.5%** calculated on that amount. This loading will also be payable on accrued leave paid out on termination of employment.

(c) Instead of the payment in respect of annual leave loading provided for in clause 31.2(b), an employee who would have worked on shiftwork had they not been on leave and where the employee would have received shift loadings prescribed by clause 17—Shiftwork, had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of **17.5%**, then the shift loading as prescribed in clause 17—Shiftwork will be included in the rate of wage prescribed by clause 31.2(b) instead of the **17.5%** loading.

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the Act).

(d) **Electronic funds transfer (EFT) payment of annual leave**

Despite anything else in clause 31, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

31.3 Direction to take annual leave during shutdown

[31.3 renamed and substituted by PR751044 ppc 01May23]

(a) Clause 31.3 applies if an employer:

(i) intends to shut down all or part of its operation for a particular period in conjunction with the Christmas/New Year holidays (**temporary shutdown period**); and

(ii) wishes to require affected employees to take paid annual leave during that period.

(b) The employer must give the affected employees two months' written notice of a temporary shutdown period, or any shorter period agreed between the employer and the majority of relevant employees.

(c) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 31.3(b) and who will be affected by that period as soon as reasonably practicable after the employee is engaged.

(d) The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.

(e) A direction by the employer under clause 31.3(d):

(i) must be in writing; and

(ii) must be reasonable.

(f) The employee must take paid annual leave in accordance with a direction under clause 31.3(d).

(g) In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 31.3(d), an employer and an employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown period.

(h) An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 31.4.

(i) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 31.4, to which an entitlement has not been accrued, is to be taken into account.

(j) Clauses 31.6 to 31.8 do not apply to a period of annual leave that an employee is required to take during a temporary shutdown period in accordance with clause 31.3.

31.4 Annual leave in advance

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 31.4 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

(c) The employer must keep a copy of any agreement under clause 31.4 as an employee record.

(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 31.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

31.5 Cashing out of annual leave

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 31.5.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 31.5.

(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

(d) An agreement under clause 31.5 must state:

(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and

(ii) the date on which the payment is to be made.

(e) An agreement under clause 31.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

(g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

(i) The employer must keep a copy of any agreement under clause 31.5 as an employee record.

NOTE 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 31.5.

NOTE 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 31.5.

NOTE 3: An example of the type of agreement required by clause 31.5 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

31.6 Excessive leave accruals: general provision

NOTE: Clauses 31.6 to 31.8 contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.

(a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 31.1(b)).

(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(c) Clause 31.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 31.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

31.7 Excessive leave accruals: direction by employer that leave be taken

(a) If an employer has genuinely tried to reach agreement with an employee under clause 31.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

(b) However, a direction by the employer under clause 31.7(a):

(i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 31.6, 31.7 or 31.8 or otherwise agreed by the employer and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

(c) The employee must take paid annual leave in accordance with a direction under clause 31.7(a) that is in effect.

(d) An employee to whom a direction has been given under clause 31.7(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 31.7(d) may result in the direction ceasing to have effect. See clause 31.7(b)(i).

NOTE 2: Under section 88(2) of the Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

31.8 Excessive leave accruals: request by employee for leave

(a) If an employee has genuinely tried to reach agreement with an employer under clause 31.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to the employer under clause 31.8(a) if:

(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(ii) the employee has not been given a direction under clause 31.7(a) that, when any other paid annual leave arrangements (whether made under clause 31.6, 31.7 or 31.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

(c) A notice given by an employee under clause 31.8(a) must not:

(i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 31.6, 31.7 or 31.8 or otherwise agreed by the employer and employee) are taken into account; or

(ii) provide for the employee to take any period of paid annual leave of less than one week; or

(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(iv) be inconsistent with any leave arrangement agreed by the employer and employee.

(d) An employee is not entitled to request by a notice under clause 31.8(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 31.1(b) in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under clause 31.8(a).

32. Personal/carer's leave and compassionate leave

32.1 Personal/carer's leave entitlements are provided for in the NES.

32.2 If an employee is terminated by the employer and is re-engaged by the same employer within a period of 6 months, then the employee's unclaimed balance of personal/carer's leave will continue from the date of re-engagement. In such case the employee's next year of service will commence after a total of 12 months has been served with that employer excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment.

33. Parental leave and related entitlements

[33 varied by PR763216 ppc 01Aug23]

Parental leave and related entitlements are provided for in the NES.

NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 39—Dispute resolution and/or under section 76B of the Act.

34. Community service leave

Community service leave is provided for in the NES.

35. Family and domestic violence leave

[35—Unpaid family and domestic violence leave renamed and substituted by PR750439 ppc 15Mar23]

Family and domestic violence leave is provided for in the NES.

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the Act and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the *Fair Work Regulations 2009*.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

36. Public holidays

[Varied by by PR747560]

36.1 Public holiday entitlements are provided for in the NES.

36.2 An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

36.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

[36.4 deleted by PR747560 ppc 14Nov22]

Part 7—Workplace Delegates, Consultation and Dispute Resolution

[Part 7—Consultation and Dispute Resolution renamed by PR774725 (quashed by [2025] FCAFC 187); renamed by PR795820 from 01Jul24]

36A. Workplace delegates' rights

[36A inserted by PR774725 (quashed by [2025] FCAFC 187); inserted by PR795820 from 01Jul24]

36A.1 Clause 36A provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 36A.

36A.2 In clause 36A:

(a) **employer** means the employer of the workplace delegate;

(b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected;

(c) **eligible workers** means members and persons eligible to be members of the workplace delegate's organisation who work in a particular enterprise.

36A.3 Before exercising entitlements under clause 36A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

36A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

36A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible workers who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an award, enterprise agreement or workplace policy under which eligible workers are entitled to be represented and which concerns their industrial interests.

36A.6 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible workers in relation to their industrial interests under clause 36A.5. This includes discussing membership of the delegate's organisation and representation with eligible workers.

(b) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.

36A.7 Entitlement to reasonable access to the workplace and workplace facilities

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible workers and by eligible workers to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause 36A.7(a) if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

36A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible workers, subject to the following conditions:

(a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible workers.

(b) The number of eligible workers will be determined on the day a delegate requests paid time to attend training, as the number of eligible workers who are:

(i) full-time or part-time employees; or

(ii) regular casual employees.

(c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

(e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

(f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

36A.9 Exercise of entitlements under clause 36A

(a) A workplace delegate's entitlements under clause 36A are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(ii) not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.

(b) When exercising any entitlements under clause 36A, a workplace delegate must, other than in the reasonable exercise of those entitlements:

(i) comply with their duties and obligations as an employee; and

(ii) not hinder, obstruct or prevent the normal performance of work.

(c) Clause 36A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.

(d) Clause 36A does not require an eligible worker to be represented by a workplace delegate without the worker's agreement.

NOTE: Under section 350A of the Act, the employer must not:

(a) unreasonably fail or refuse to deal with a workplace delegate; or

(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 36A.

36A.10 Interaction with other clauses of this award

Other clauses of this award may give additional or more favourable entitlements to workplace delegates (however described). If an entitlement of a workplace delegate under another clause of this award is more favourable to the delegate than an entitlement under clause 36A, the entitlement under the other clause applies instead of the entitlement under clause 36A.

37. Consultation about major workplace change

37.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and

(b) discuss with affected employees and their representatives (if any):

(i) the introduction of the changes; and

(ii) their likely effect on employees; and

(iii) measures to avoid or reduce the adverse effects of the changes on employees; and

(c) commence discussions as soon as practicable after a definite decision has been made.

37.2 For the purposes of the discussion under clause 37.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

(a) their nature; and

(b) their expected effect on employees; and

(c) any other matters likely to affect employees.

37.3 Clause 37.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

37.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 37.1(b).

37.5 In clause 37 **significant effects**, on employees, includes any of the following:

(a) termination of employment; or

(b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or

(c) loss of, or reduction in, job or promotion opportunities; or

(d) loss of, or reduction in, job tenure; or

(e) alteration of hours of work; or

(f) the need for employees to be retrained or transferred to other work or locations; or

(g) job restructuring.

37.6 Where this award makes provision for alteration of any of the matters defined at clause 37.5, such alteration is taken not to have significant effect.

38. Consultation about changes to rosters or hours of work

38.1 Clause 38 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

38.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

38.3 For the purpose of the consultation, the employer must:

(a) provide to the employees and representatives mentioned in clause 38.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

38.4 The employer must consider any views given under clause 38.3(b).

38.5 Clause 38 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

39. Dispute resolution

[Varied by PR763216, PR777247, PR777978]

39.1 Clause 39 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.

39.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

39.3 If the dispute is not resolved through discussion as mentioned in clause 39.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

39.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 39.2 and 39.3, a party to the dispute may refer it to the Fair Work Commission.

39.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

39.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.

39.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 39.

39.8 While procedures are being followed under clause 39 in relation to a dispute:

(a) work must continue in accordance with this award and the Act; and

(b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

39.9 Clause 39.8 is subject to any applicable work health and safety legislation.

39.10 Dispute resolution procedure training leave

(a) For the purpose of clause 39.10, an **eligible employee representative** is an employee who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure.

(b) An **eligible employee representative** will be entitled to up to 5 days' paid leave per year to undertake training that will assist them in their settlement of disputes role. The time of taking such leave will be agreed between them and

their employer so as to minimise any adverse effect on the employer's operations.

[Note 1 and Note 2 inserted by PR763216; deleted by PR777978 from 26Aug24]

[Note inserted by PR777978 from 26Aug24; varied by PR777247 from 27Aug24]]

NOTE: In addition to clause 39, the Act contains dispute resolution procedures as follows:

For a dispute about rights under the Act to	Section
Request flexible working arrangements	65B
Change casual employment status	66M
Request an extension to unpaid parental leave	76B
Exercise an employee's right to disconnect	333N

Part 8—Termination of Employment and Redundancy

40. Termination of employment

NOTE: The NES sets out requirements for notice of termination by an employer. See sections 117 and 123 of the Act.

40.1 Notice of termination by an employee

(a) Clause 40.1 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.

NOTE: by section 123(3)(a) clause 40 does not apply to daily hire employees working in the building and construction industry.

(b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of **continuous service** of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

(c) In clause 40.1(b) **continuous service** has the same meaning as in section 117 of the Act.

(d) If an employee who is at least 18 years old does not give the period of notice required under clause 40.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.

(e) If the employer has agreed to a shorter period of notice than that required under clause 40.1(b), then no deduction can be made under clause 40.1(d).

(f) Any deduction made under clause 40.1(d) must not be unreasonable in the circumstances.

40.2 Job search entitlement

(a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

(b) The time off under clause 40.2 is to be taken at times that are convenient to the employee after consultation with the employer.

41. Industry specific redundancy scheme

41.1 The following redundancy clause for the **on-site building, engineering and civil construction industry** (as defined) is an industry specific redundancy scheme as defined in section 12 of the Act. In accordance with section 123(4)(b) of the Act the

provisions of Subdivision B—Redundancy pay of Division 11 of the NES do not apply to employers and employees covered by this award.

41.2 Definition

For the purposes of clause 41, **redundancy** means a situation where an employee ceases to be employed by an employer to whom this award applies, other than for reasons of misconduct or refusal of duty. **Redundant** has a corresponding meaning.

41.3 Redundancy pay

(a) A redundant employee will receive redundancy/severance payments, calculated as follows, in respect of all **continuous service** with the employer:

Period of continuous service with an employer	**Redundancy/severance pay**
1 year or more but less than 2 years	2.4 weeks' pay plus for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks' pay
2 years or more but less than 3 years	4.8 weeks' pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks' pay
3 years or more than but less than 4 years	7 weeks' pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks' pay
4 years or more	8 weeks' pay

(b) Provided that an employee employed for less than 12 months will be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.

(c) **Week's pay** means the **ordinary hourly rate** at the time of termination multiplied by 38. **Hour's pay** means the **ordinary hourly rate** at the time of termination.

(d) If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement will be paid to the estate of the employee.

(e) Any period of service as a casual will not entitle an employee to accrue service in accordance with clause 41.3 for that period.

(f) Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with clause 41.3 if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.

41.4 Redundancy pay schemes

(a) An employer may offset an employee's redundancy pay entitlement in whole or in part by contributions to a redundancy pay scheme.

(b) Provided that where the employment of an employee is terminated and:

(i) the employee receives a benefit from a redundancy pay scheme, the employee will only receive the difference between the redundancy pay in clause 41.3 and the amount of the redundancy pay scheme benefit the employee receives which is attributable to employer contributions. If the redundancy pay scheme benefit is greater than the amount payable under clause 41.3 then the employee will receive no redundancy payment under clause 41.3; or

(ii) the employee does not receive a benefit from a redundancy pay scheme, contributions made by an employer on behalf of an employee to the scheme will, to the extent of those contributions, be offset against the liability of the employer under clause 41.3, and payments to the employee will be made in accordance with the rules of the redundancy pay scheme fund or any agreement relating thereto. The employee will be entitled to the fund benefit or the award benefit whichever is greater but not both.

(c) The redundancy pay scheme must be an Approved Worker Entitlement Fund under the *Fringe Benefits Tax Assessment Act 1986* (Cth).

41.5 Service as an employee for the Crown in the Right of the State of Western Australia, the Crown in the Right of the State of New South Wales, Victorian Statutory Authorities, or the Crown in the Right of the State of Victoria will not be counted as service for the purpose of clause 41.

41.6 Employee leaving during notice period

An employee whose employment is to be terminated in accordance with clause 41 may terminate their employment during the period of notice and if this occurs, the employee will be entitled to the provisions of clause 41 as if the employee remains with the employer until expiry of such notice. Provided that in such circumstances, the employee will not be entitled to payment instead of notice.

41.7 Transfer of business

(a) Where a business is, before or after the date of this award, transferred from an employer (in clause 41.7(a) called **the old employer**) to another employer (in clause 41.7(a) called **the new employer**) and an employee who at the time of such transfer was an employee of the old employer in that business becomes an employee of the new employer:

(i) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transfer, and

(ii) the period of employment which the employee has had with the old employer or any prior old employer will be deemed to be service of the employee with the new employer,

for the purpose of redundancy pay entitlements under clause 41.

(b) In clause 41.7, **business** includes trade, process, business or occupation and includes part of any such business and **transfer** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law. **Transferred** has a corresponding meaning.

Part 9—Industry Specific Provisions

42. Lift industry

[Varied by PR729275, PR740696, PR762129, PR773904, PR786558]

42.1 These special conditions apply to electrical and metal tradespersons and their assistants who perform work in connection with the installation, major modernisation, servicing, repairing and/or maintenance of lifts and escalators.

42.2 Lift industry allowance

[42.2(a) varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

(a) In addition to the weekly award rates specified in clause 19.1, employees must be paid an amount of **$158.12** per week as an all-purpose lift industry

allowance in consideration of the peculiarities and disabilities associated with the installation, major modernisation, servicing, repairing and/or maintenance of lifts and escalators and in recognition of the fact that employees engaged in such work may be required to perform, and/or assist to perform, any of such work.

(b) Apprentices must be paid the following proportion of the appropriate lift industry allowance as follows:

Year of apprenticeship	% of allowance
1st year of apprenticeship	55
2nd year of apprenticeship	65
3rd year of apprenticeship	75
4th year of apprenticeship	90

(c) An employee in receipt of the lift industry allowance prescribed by clause 42.2(a) will not be entitled to any of the special rates prescribed in clause 23.10.

(d) An employee who is ordinarily engaged in the employer's workshop and who, from time to time, is required to perform any of the work prescribed in clause 42.2(a) will, in respect of such work, be entitled to payment of a portion of the lift industry allowance in accordance with the provisions of clause 19.10—Higher duties.

(e) An electrical tradesperson who has performed work away from a workshop in connection with the installation, major modernisation, servicing repairing, and/or maintenance of lifts and escalators for a period of not less than 2 years will be classified as Electrician special class.

(f) The amounts specified in clause 42.2 will be paid for **all purposes**.

42.3 Conditions of employment

The provisions of the award will apply to employees covered by clause 42 excepting the provisions of clauses 23.2 and 23.7.

43. Forepersons and supervisors

[Varied by PR729275, PR740696, PR762129, PR773904, PR786558]

43.1 Application

Clause 43 applies to forepersons and supervisors in the metal and engineering construction sector covered by this award but does not apply to any employer employing fewer than 30 employees.

43.2 Rates

[43.2 varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

The weekly minimum rate for forepersons and supervisors will be as follows:

Classification	Supervision of 3 or more tradespersons, excluding leading hands	Supervision of other than 3 or more tradespersons, excluding leading hands
	$	$
Foreperson/supervisor	1147.50	1243.90
General foreperson/supervisor	1116.50	1217.70

43.3 Definitions

(a) **Foreperson/supervisor** means an employee (other than a **leading hand**) appointed as such or required by his/her employer to be mainly engaged in the direct supervision of employees including those employed as **leading hand**s, covered by this award.

(b) **General foreperson/supervisor** means an employee appointed as such or required by his/her employer to be mainly engaged in the direct supervision and coordination of the work of at least 2 forepersons/supervisors as defined in clause 43.3(a) but does not include site managers, departmental heads and the like.

Schedule A—Classification Definitions

A.1 Definition of key concepts and terms

A.1.1 **Australian qualifications framework** or **AQF** refers to the system of competency based training and certification.

A.1.2 **Civil construction stream** includes all related skills involved in earthmoving, plant operation and associated activity and does not extend beyond the scope of this award.

A.1.3 **Engineering streams** are defined as:

(a) **Electrical/electronic stream**—including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices systems, equipment and controls, e.g. electrical wiring, motors, generators, PLCs and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing.

(b) **Mechanical stream**—including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer controlled equipment e.g. Computer Numeric Controlled machine tools.

(c) **Fabrication stream**—including fabrication, forging, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics and other materials.

A.1.4 **Fields of work** means a defined grouping of logically related skills based on an efficient organisation of work.

A.1.5 **General construction stream** includes all fields of work principally concerned with **general building and construction**, including the erection of new structures or buildings (including demolition and pre-construction) and fitout and finishing activities relating to newly constructed or existing buildings or structures, and does not extend beyond the scope of this award.

A.1.6 **Industry accredited course** or **nationally accredited course** is a course which has been constructed to reflect a group of standards which the CPSISC, the RIISC, the

MSA or Ee-oz or other relevant Skills Council has endorsed as being appropriate combinations of skills to be available to the industry.

A.1.7 **CPSISC** means the Construction and Property Services Industry Skills Council. **RIISC** means the Resources and Infrastructure Industry Skills Council. **MSA** means Manufacturing Skills Australia. **Ee-oz** means the ElectroComms and Energy Utilities Industry Skills Council Ltd. CPSISC, RIISC, MSA and Ee-oz will be the recognised authorities (for the purposes of this schedule) responsible for developing competency standards for consideration and endorsement by the National Quality Council.

A.1.8 **New entrant** means an employee who has never previously worked within the on-site building construction industry. If there is any doubt as to the status of an employee in this regard, the following documentation may be regarded as prima facie evidence that an employee is not a new entrant:

- documentary evidence concerning registration with any of the construction industry portable long service leave schemes; or
- documentary evidence concerning contributions into an approved industry superannuation fund (e.g. Construction and Building Industry Super (Cbus)).

A.1.9 **Recognition of Prior Learning** or **RPL** means the formal recognition of skills attained through on-the-job experience and/or training and may include formal qualifications (such as overseas qualifications), which have up until now been unrecognised.

A.1.10 **Self-directed WAT** means a group of employees who work as a team to plan and execute functions relevant to their employers business. WATs are generally autonomous of direct managerial supervision and perform their tasks in a way which maximises productivity and the utilisation of skills.

A.1.11 **Streams** or **skill streams** means a broad grouping of skills related to a particular phase or aspect of production and does not extend beyond the scope of this award.

A.1.12 **Supervision**

Clause A.1.12 recognises 2 levels of supervision which are as follows:

(a) **General supervision** applies to a person who:

- receives general instructions, usually covering only the broader technical aspects of the work;
- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made;

- has their assignments reviewed on completion; and
- although technically competent and well experienced there may be occasions on which the person will receive more detailed instructions.

(b) **Limited supervision** applies to a person who:

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

A.1.13 Work in a **technical field** includes:

- Production planning, including scheduling, work study, and estimating materials, handling systems and like work;
- Technical, including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work; and
- Design and draughting and like work.

A.1.14 **Trade** includes an employee who possesses as a minimum qualification a trade certificate in any of the streams (as defined).

A.2 Classifications and related issues

A.2.1 Construction worker level 1/Engineering construction worker level 1 (CW/ECW 1)

(a) A CW/ECW 1 works under general supervision in one or more skill streams contained within this award. An employee at CW/ECW 1 (level d) will have:

(i) successfully completed, in accordance with RPL principles, a construction skills test equivalent to the required competency standards; or

(ii) successfully completed a relevant structured training program equivalent to the required competency standards; or

(iii) successfully completed an Engineering Construction Industry Skills Certificate Level 1 consisting of 16 appropriate modules; or formally

recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level; or

(iv) obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards:

CW/ECW 1 (level a) (new entrant)	Upon commencement in the industry
CW/ECW 1 (level b)	After 3 months in the industry
CW/ECW 1 (level c)	After 12 months in the industry
CW/ECW 1 (level d)	Upon fulfilling the substantive requirements of Construction Worker 1/Engineering Construction Worker 1 as detailed above

(b) An employee at the CW/ECW 1 (level d) performs work above and beyond the skills of an employee at CW/ECW 1 (level c) and to the level of their training and:

- is responsible for the quality of their own work subject to general supervision;
- works under general supervision either individually or in a team environment;
- exercises discretion within their level of skills and training;
- works in a safe manner;
- identifies basic faults in materials and equipment;
- interacts harmoniously with employees of other companies on-site;
- adapts to a changing work environment;
- communicates essential information; and
- works from instructions and procedures articulated in written, spoken and/or diagrammatic form.

(c) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills, both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the skill streams contained within this award. An employee at this level:

- works from instructions and procedures;
- assists in the provision of on-the-job training to a limited degree;
- co-ordinates work in a team environment or works individually under general supervision;
- is responsible for assuring the quality of their own work;
- has a qualification in first aid.

(d) Indicative tasks which an employee at this level may perform include the following:

- uses precision measuring instruments;
- basic material handling functions;
- operate small plant and pneumatic machinery;
- inventory and store control;
- operate a range of hand tools and oxy welding equipment;
- has a knowledge of the construction process and understands the sequencing of construction functions;
- is able to provide first aid assistance to other employees;
- sheet metal soldering;
- tack welding;
- operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead cranes and winch operation;
- ability to measure accurately;
- assists one or more tradespersons;

(e) The CW/ECW 1 classification incorporates the following broadbanded award classifications:

- Adult trainee terrazzo worker
- Aircon group 2
- Aircon group 3
- Aluminium alloy structural worker
- Assistant powder monkey
- Assistant rigger
- Bar bending machine operator
- Bitumen worker
- Builders' labourer group 4
- Cable jointer
- Cement gun operator
- Chainperson
- Concrete cutting or drilling machine operator
- Concrete floater
- Concrete formwork stripper
- Concrete gang worker
- Concrete gun or pump operator
- Cook's offsider, work boat driver
- Crane chaser
- Demolition labourer
- Dresser and grinder
- Drilling machine operator
- Dump cart operator
- Employee directly assisting a tradesperson
- Erector (wire mesh)

- Fencer
- Gantry hand or crane hand
- General hand
- Geotextile/geomembrane worker level 1
- Insulator
- Ironworker on construction
- Jackhammerman
- Kerb and gutter layer
- Lagger 1st assembler B
- Lagger 2nd 6 months
- Landscape labourer
- Linesperson
- Machinist (precast concrete manufacture)
- Machinist grade 1
- Mess attendant, camp attendant
- Mixer driver (concrete)
- Mobile concrete pump hoseperson or line hand
- Mobile crane driver
- Painter brush hand
- Pick or shovelman
- Plasterer, terrazzo or stonemason's assistant
- Roof layer (malthoid or similar material)
- Sheetmetal worker 2nd class
- Spray painter
- Steel erector
- Stonemason assistant—factory (Queensland and Tasmania)
- Terrazzo assistant

- Tool/material storeman
- Tradesperson's labourer
- Welder 2nd class

(f) An employee at this level may be undergoing training so as to qualify as a CW/ECW 1 (level d) or CW/ECW 2. Where possible, an employee at Levels 1 (level a), 1 (level b) and 1 (level c) will be provided with access to accredited structured training approved by the relevant Skills Council.

A.2.2 Construction worker level 2/Engineering construction worker level 2 (CW/ECW 2)

(a) A CW/ECW 2 works under limited supervision in one or more skill streams contained within this award. A CW/ECW 2 will:

(i) have completed in accordance with RPL principles a Construction Skills Test equivalent to the required competency standards; or

(ii) have completed relevant structured training equivalent to the required competency standards; or

(iii) successfully completed an Engineering Construction Industry Certificate Level 2 consisting of a total of 20 appropriate modules, or formally recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level; or

(iv) obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standard.

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed WAT and may be responsible for the supervision of one or more employees working at CW/ECW 1 level.

(iii) An employee at this level:

- can interpret plans and drawings relevant to their functions;
- assists with the provision of on-the-job training;

- assumes responsibility for allocating tasks within a WAT within the area of the employee's skill, competence and training;
- has some responsibility for the order and purchase of materials within defined parameters;
- is able to sequence functions relevant to the employee's WAT;
- applies quality control techniques to the employee's own work and other employees within the WAT;
- works from complex instructions and procedures;
- co-ordinates work in a team environment or works individually under general supervision;
- is responsible for assuring the quality of their work;
- works in a safe manner;
- exercises discretion within their level of training;
- understands the construction process in their sector and has a basic level of understanding of processes in other sectors;
- implements basic fault-finding and problem solving skills within the employee's sphere of work;
- interacts harmoniously with employees of other companies on-site;
- anticipates and plans for changes to the work environment.

(c) Indicative tasks which an employee at this level may perform include the following:

- calculates safe loads and stress factors;
- measures accurately using specialised equipment;
- non-trades maintenance of relevant plant and equipment;
- anticipates and plans for constant changes to the work environment.
- materials handling;
- operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at CW/ECW 1 (level d);
- uses measuring and levelling instruments;

- performs basic quality checks on the work of others;
- oxy acetylene cutting.

(d) The CW/ECW 2 classification incorporates the following broadbanded award classifications:

- Aircon group 1
- Concrete batching plant operator
- Concrete finisher
- Employee operating power driven portable saw
- Forklift over 4500kg
- Foundation shaftsworker
- Geotextile/geomembrane worker level 2
- Hoist or winch driver
- Landscaper
- Manhole builder
- Pitcher or beacher
- Powder monkey
- Scaffolder
- Spotter
- Steelfixer
- Storeman
- Tack welder
- Tool sharpener
- Traffic controller
- Wall builder

(e) An employee at this level may be undergoing training so as to qualify as a CW/ECW 3.

A.2.3 Construction worker level 3/Engineering construction worker level 3 (Engineering construction tradesperson level 1) (CW/ECW 3)

(a) A CW/ECW 3 works individually or in a team environment in one or more skill streams contained within this award. A CW/ECW 3 will:

(i) have successfully completed a relevant trade apprenticeship or its AQF equivalent; or

(ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test for this level; or

(iii) have successfully completed the required competency standards; or

(iv) have successfully completed an Engineering Construction Industry Certificate Level 3 consisting of a total of 24 appropriate modules or formally recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level; or

(v) obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standard,

any one of which will qualify the employee as a CW/ECW 3.

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be responsible for the supervision of one or more employees working at CW/ECW 1 or CW/ECW 2 level.

(iii) An employee at this level:

- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises measuring and calculation skills at a higher level than CW/ECW 2;
- exercises discretion within the scope of this grade;

- performs work of a trades or non-trades nature which is incidental or peripheral to the employee's main function and facilitates the completion of the whole task;
- is able to inspect products and/or materials for conformity with established operational standards;
- assists in the provision of on-the-job training;
- understands and applies quality control techniques;
- exercises good interpersonal communication skills;
- exercises discretion within the scope of this grade;
- performs work under limited supervision either individually or in a team environment.

(c) Indicative tasks which an employee may perform at this level include the following:

- allocates functions within a WAT;
- production sequencing and materials handling of a level more advanced than CW/ECW 2;
- trade skills associated with certificated trades within the scope of this award;
- has a sound understanding of the construction process;
- specialised materials handling;
- operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at CW/ECW 2;
- performs work which is incidental or peripheral to the primary tasks and facilitates the completion of the whole task;
- sheetmetal fabrication;
- system assembly;
- welding and cutting;
- mechanical installation.

(d) The CW/ECW 3 classification incorporates the following broadbanded award classifications:

- Air compressor operator

- Air-conditioning tradesperson
- All winch driver
- Artificial stoneworker
- Battery fitter
- Bitumen sprayer
- Boilermaker and/or structural steel tradesperson
- Bricklayer
- Bridge and wharf carpenter
- Carpenter
- Caster
- Concrete finisher, powered
- Concrete spreader, powered
- Crawler tractor with power operated attachments (up to and including 2000kg shipping mass)
- Crusher operator aggregate (dimension stone quarries)
- Drainer
- Dumper, rear and bottom (up to and including 2 cubic metres struck capacity)
- Electric motor attendant
- Electrical fitter
- Electrical mechanic
- Fitter
- Fixer
- Floor layer specialist
- Floorsander
- Forklift driver
- Form setter

- Gardener
- Geotextile/geomembrane worker level 3
- Glazier
- Hand sprayer, lance type
- Joiner
- Locksmith
- Machinist
- Marble and slateworker
- Marker off
- Mobile concrete line pump operator
- Mobile hydraulic platform operator
- Motor mechanic
- Operator, drilling machine, up to and including 155 mm diameter
- Operator, pneumatic tyred tractor with power operated attachments (up to and including 15 kW net engine power)
- Operators of other cranes up to and including 5 ton
- Painter (including Artworker, Spraypainter, Shotblaster and Sandblaster)
- Paviour (including segmental paving)
- Pipe layer (any kind of pipes)
- Plant mechanic
- Plasterer
- Prefab tradesperson
- Qualified/trade cook
- Quarryworker (dimension stone quarries)
- Refrigeration mechanic
- Renderer in pipes, tunnels or covered drains
- Rigger

- Dogger
- Roller, vibrating (under 4 ton)
- Roof fixer
- Rooftiler (including Roof Slater)
- Second driver—Navvy and dragline or dredge-type excavator
- Serviceperson
- Sheetmetal worker 1st class
- Shophand
- Slate ridge or roof fixer
- Stonemason
- Tilelayer
- Timberperson
- Tradesperson (radio)
- Tradesperson (precast concrete manufacture)
- Tradesperson landscaper
- Trenching machine (small Ditch-Witch type)
- Welder 1st class
- Welder special class

(e) An employee at this level may be undergoing training so as to qualify as a CW/ECW 4.

A.2.4 Construction worker level 4/Engineering construction worker level 4 (Engineering construction tradesperson level II and Engineering construction technician level I) (CW/ECW 4)

(a) A CW/ECW 4 works in one or more skill streams contained within this award. A CW/ECW 4 will:

(i) have successfully completed the relevant structured training in addition to the requirements of CW/ECW 3; or

(ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level;

any one of which will qualify the employee as a CW/ECW 4, or is an:

- Engineering construction tradesperson (electrical/ electronic) level II; or
- Engineering construction tradesperson (mechanical) level II; or
- Engineering construction tradesperson (fabrication) level II;

who has completed the following training requirements:

- 3 appropriate modules in addition to the training requirements of CW/ECW 3 level; or
- 3 appropriate modules towards an Advanced Certificate; or
- 3 appropriate modules towards an Associate Diploma; or
- any training which a registered provider (e.g. TAFE) or State training authority has recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards; or
- tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable them to perform the particular tasks.

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the skill streams contained within this award.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;
- exercises discretion within the scope of this grade;

- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides guidance and assistance as part of a work team;
- exercises advanced trades and non-trade skills relevant to the specific requirements of the industry or enterprise at a higher level than CW/ECW 3.

(c) Indicative tasks which an employee may perform at this level include the following:

- exercises precision trade and non-trade skills using various materials and specialised techniques at a higher level than CW/ECW 3;
- operates, and maintains plant and machinery;
- is able to plan construction sequencing.

(d) The CW/ECW 4 classification incorporates the following broadbanded award classifications:

- Bitumen sprayer (driver)
- Compactor—up to but not exceeding 48 kW (65 hp)
- Concrete paver
- Crawler loader (up to and including 15,000 kg mass)
- Crawler tractor not using power operated attachments above class 3
- Crawler tractor using power operated attachments class 3, 4, 5 and 6
- Dumper, rear and bottom (above 2 cubic metres, up to and including 30 cubic metres struck capacity)
- Electrician special class
- Excavator up to and including 0.5 cubic metre capacity
- Floating crane—up to and including 10 ton
- Forklift—up to but not exceeding 48 kW (65 hp)
- Geotextile/geomembrane worker level 4
- Grader, power operated below 35 kW brake power

- Inspector
- Instrument tradesperson complex systems
- Instrument tradesperson
- Joiner special class
- Joiner-setter out
- Letter cutter
- Loader, front end or overhead, up to and including 2.25 cubic metres
- Locomotive (not carrying passengers)
- Marker-setter out
- Mechanical tradesperson special class
- Mobile concrete boom pump operator
- Mobile crane—up to and including 10 ton
- Operator, tractor—up to but not exceeding 48 kW (65 hp)
- Operator, pneumatic tyred tractor—with power operated attachments (above 15 kW, up to and including 150 kW net engine power)
- Operator of mobile crane with lifting capacity in excess of 8 ton and not exceeding 15 ton
- Operator, drilling machine—over 155 mm to 230 mm diameter
- Other cranes—over 5 ton and not exceeding 15 ton road roller
- Shaft or trench sinker
- Pile driver
- Prefab setter
- Roadmarker operator
- Road roller (8 ton and above)
- Road roller, vibrating (4 ton and above)
- Scraper (up to and including 10 cubic metres struck capacity)
- Scraper, self-powered under 10 cubic metres struck capacity

- Signwriter
- Skid steer tractor—up to but not exceeding 48 kW (65 hp)
- Specialist landscaper tradesperson
- Track laying, fixing or levelling machine (railway construction)
- Trench machine (depth up to 2.4 metres, and width up to 450 mm) and bucket wheel trencher with equivalent capacity in cubic metres per hour
- Tunneller 2
- Winding and haulage driver

(e) Engineering Construction Technician Level I

An Engineering construction technician level I being an employee who has the equivalent level of training and/or experience to a CW/ECW 4 tradesperson in the technical fields as defined but is engaged in detail draughting or routine planning or technical tasks requiring technical knowledge.

(f) An employee at this level may be undergoing training so as to qualify as a CW/ECW 5.

A.2.5 Construction worker level 5/Engineering construction worker level 5 (Special class engineering construction tradesperson level I and Engineering construction technician level II) (CW/ECW 5)

(a) A CW/ECW 5 works in one or more skill streams contained within this award. A CW/ECW 5 will:

(i) have successfully completed the relevant structured training in addition to the requirements of CW/ECW 4; or

(ii) have successfully completed, in accordance with RPL principles, a Skills Test equivalent to the requirements,

either of which will qualify the employee for a CW/ECW 5; or a

- Special class engineering construction tradesperson (electrical/electronic) level I;
- Special class engineering construction tradesperson (mechanical) level I; or
- Special class engineering construction tradesperson (fabrication) level I;

who has completed the following training requirements:

- 6 appropriate modules in addition to the training requirements of CW/ECW 3 level; or
- 6 appropriate modules towards an Advanced Certificate; or
- 6 appropriate modules towards an Associate Diploma; or
- any training which a registered provider (e.g. TAFE) or State training authority has recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the skill streams contained in this award.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides trades guidance and assistance as part of a work team;
- assists in the provision of training in conjunction with supervisors and trainers;
- understand and implements quality control techniques;
- works under limited supervision either individually or in a team environment;
- assists in the provision of training in conjunction with supervisors.

(c) Indicative tasks which an employee may perform at this level include the following:

- exercises precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW/ECW 4;
- operates, and maintains complex plant and machinery;
- is able to plan complex construction sequencing;
- performs operations on a Computer-Aided Design and Computer Aided Manufacturing (CAD/CAM) terminal in the performance of routine modifications to the Numeric Control/Computer Numeric Control (NC/CNC) programs;
- installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
- works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

(d) The CW/ECW 5 classification incorporates the following broadbanded award classifications:

- Carver
- Compactor—from 48 kW (65 hp),
- Crawler loader (above 15,000 kg mass, up to and including 60,000 kg mass)
- Crawler tractor using power operated attachments class 7, 8 and 9
- Dragline/shovel excavator—up to but not exceeding 3.0 metre capacity
- Dumper, rear and bottom (above 30 cubic metres, up to and including 120 cubic metres struck capacity)
- Dumper—up to but not exceeding 100 ton
- Excavator above 0.5 cubic metres
- Excavator—hydraulic telescopic boom type
- Floating crane—over 10 but not exceeding 100 ton

- Forklift—from 48 kW (65 hp) up to but not exceeding 220 kW (295 hp)
- Geotextile/geomembrane worker level 5
- Grader
- Grader—from 96 kW (130 hp) up to but not exceeding 148 kW (200 hp)
- Loader—front end and overhead, from 48 kW (65 hp) up to but not exceeding 370 kW (500 hp)
- Locomotive (carrying passengers)
- Mobile crane—over 10 but not exceeding 100 ton
- Operator, drilling machine, over 230 mm diameter
- Operator, pneumatic tyred loader (over 105 kW, up to and including 500 kW net engine power)
- Operator, pneumatic tyred tractor using power operated attachments in excess of 110 kW brake power
- Operator, tunnel boring machine; operator, tunnel excavating machine
- Other cranes—over 15 but not exceeding 100 ton
- Refractory bricklayer
- Scraper, self-powered over 10 cubic metres struck capacity
- Side boom/pipe layer—up to but not exceeding 220 kW (295 hp)
- Skid steer tractor—from 48 kW (65 hp)
- Special class trades
- Tractor—from 48 kW (65 hp) up to but not exceeding 370 kW (500 hp)
- Trainee dogger/crane hand (fixed cranes)
- Trenching machine (greater than 2.4 metres depth and 450 mm width) and bucketwheel trencher with equivalent capacity in cubic metres per hour

(e) Engineering Construction Technician Level II

An Engineering construction technician level II is an employee who has equivalent level of training and/or experience to an Engineering construction tradesperson special class level I but is engaged in detail draughting or planning or technical work which requires the exercise of judgment and skill in

excess of that required of an employee at CW/ECW 4 under the supervision of technical staff.

(f) An employee at this level may be undergoing training so as to qualify as a CW/ECW 6.

A.2.6 Construction worker level 6/Engineering construction worker level 6 (Special class engineering construction tradesperson level II and Engineering construction technician level III) (CW/ECW 6)

(a) A CW/ECW 6 works in one or more skill streams contained within this award. A CW/ECW 6 will:

(i) have successfully completed the relevant structured training in addition to the requirements of CW/ECW 6; or

(ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level,

either of which will qualify the employee for a CW/ECW 6; or a

- Special class engineering construction tradesperson (electrical/ electronic) level II; or
- Special class engineering construction tradesperson (mechanical) level II; or
- Special class engineering construction tradesperson (fabrication) level II;

who has completed the following training requirements:

- 9 appropriate modules in addition to the requirements of CW/ECW 3 level; or
- 9 appropriate modules towards an Advanced Certificate; or
- 9 appropriate modules towards an Associate Diploma; or
- any training which a registered provider (e.g. TAFE) or State training authority has recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the skill streams contained within this award.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides trades guidance and assistance as part of a work team;
- provides training in conjunction with supervisors and trainers;
- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques.

(c) Indicative tasks which an employee may perform at this level include the following:

- operates plant and equipment at a higher level of skill than CW/ECW 5;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW/ECW 5;
- implements quality control techniques;
- plans complex construction sequencing;
- works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- works on machinery or equipment which utilises complex electrical/ electronic circuitry and controls;
- works on instruments which make up a complex control system which utilises some combination of electrical/electronic, mechanical or fluid power principles;

- applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
- works on complex or intricate interconnected electrical circuits at a level above CW/ECW 5;
- works on complex radio/communication equipment.

(d) The CW/ECW 6 classification incorporates the following broadbanded award classifications:

- Dumper—from 100 ton struck capacity
- Electronics tradesperson
- Instrumentation and control tradesperson
- Loader—front end and overhead, from 370 kW (500 hp) up to but not exceeding 450 kW (600 hp)
- Mobile crane with lifting capacity in excess of 100 ton and not exceeding 140 ton
- Operator (dragline/shovel excavator—from 3 cubic metres, side boom/pipe layer—from 220 kW (295 hp)
- Operator of mobile crane with lifting capacity in excess of 140 ton and not exceeding 180 ton
- Tractor—from 370 kW (500 hp) up to but not exceeding 450 kW (600 hp)

(e) Engineering Construction Technician Level III

An Engineering construction technician level III is an employee who has equivalent level of training and/or experience to an Engineering construction tradesperson special class level II but is engaged in one of the following areas:

- detail draughting or planning or technical duties requiring judgement and skill in excess of that required of a Technician at CW/ECW 5 level under the supervision of Technical Staff; or
- possesses a level of training and/or experience at CW/ECW 6 level and exercises cross skilling in technical fields as defined.

(f) An employee at this level may be undergoing training so as to qualify as a CW/ECW 7.

A.2.7 Construction worker level 7/Engineering construction worker level 7 (Special class engineering construction tradesperson level III) (CW/ECW 7)

(a) A CW/ECW 7 works in one or more skill streams contained within this award. A CW/ECW 7 will:

(i) have successfully completed the relevant structured training in addition to the requirements of CW/ECW 6; or

(ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level,

either of which will qualify the employee for a CW/ECW 7; or is a:

- Special class engineering construction tradesperson Level III; or
- Special class engineering construction tradesperson (electrical/ electronic) Level III; or
- Special class engineering construction tradesperson (mechanical) level III; or
- Special class engineering construction tradesperson (fabrication) level III;

who has completed:

- 10 1/2 appropriate modules of an Advanced Certificate; or
- 10 1/2 appropriate modules of an Associate Diploma; or
- 10 1/2 appropriate modules in addition to the requirements of ECW3
- any training which a registered provider (e.g. TAFE) or State training authority has recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and

informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed WAT and may be required to perform a range of duties across the skill streams contained within this award.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides training in conjunction with supervisors and trainers;
- understand and applies quality control techniques;
- prepares complex reports;
- contributes to the design of work, and the application of labour;
- assists in the supervision or organisation of WATs;
- is able to provide trade guidance and assistance as part of a work team; and
- works under limited supervision either individually or in a team environment.

(c) Indicative tasks which an employee may perform at this level include the following:

- works on plant and equipment at a higher level of skill than CW/ECW 6;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW/ECW 6;
- implements quality control techniques;
- plans complex construction sequencing;
- works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- works on machinery or equipment which utilises complex electrical/ electronic circuitry and controls;

- works on instruments which make up a complex control system which utilises some combination of electrical/electronic mechanical or fluid power principles;
- applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
- working on complex or intricate interconnected electrical circuits at a level above CW/ECW6;
- working on complex radio/communication equipment.

(d) The CW/ECW 7 classification incorporates the following broadbanded award classifications:

- Dogger-crane hand (fixed cranes)
- Mobile crane with lifting capacity in excess of 180 ton and not exceeding 220 ton
- Operator, tower crane driver, operator of tractor—from 450 kW (600 hp)
- Operator, mobile crane with lifting capacity in excess of 220 ton
- Sub-foreperson

(e) An employee at this level may be undergoing training so as to qualify as a CW/ECW 8.

A.2.8 Construction worker level 8/Engineering construction worker level 8 (Advanced engineering construction tradesperson level I and Engineering construction technician level IV) (CW/ECW 8)

(a) A CW/ECW 8 works in one or more skill streams contained within this award. A CW/ECW 8 will:

(i) have successfully completed the relevant structured training in addition to the requirements of CW/ECW 7; or

(ii) have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level,

either of which will qualify the employee for a CW/ECW 8; or is an

- Advanced engineering construction tradesperson (electrical/electronic) level I; or
- Advanced engineering construction tradesperson (mechanical) level I; or
- Advanced engineering construction tradesperson (fabrication) level I;

who has completed:

- 12 appropriate modules of an Advanced Certificate; or
- 12 appropriate modules of an Associate Diploma; or
- 12 appropriate modules in addition to the requirements of CW/ECW 3; or
- any training which a registered provider (e.g. TAFE) or State training authority has recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the 3 skill streams contained within this award.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this grade;
- designs training programs in conjunction with relevant supervisors and trainers;
- understands and applies quality control techniques;
- prepares complex reports;

- contributes to the design of work and the application of labour;
- undertakes quality control and work organisation at a level higher than for CW/ECW7;
- provides trade guidance and assistance as part of a work team;
- assists in the provision of training to employees in conjunction with supervisors/trainers;
- performs maintenance planning and predictive maintenance work not in Technical Fields;
- works under limited supervision either individually or in a team environment;
- prepares reports of a technical nature on specific tasks or assignments as directed;
- exercises broad discretion within the scope of this level.

(c) Indicative tasks which an employee may perform at this level include the following:

- works on plant and equipment at a higher level of skill than CW/ECW 7;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW/ECW 7;
- implements quality control programs;
- plans complex construction sequencing;
- works on combinations of machines or equipment which utilises complex electrical or electronic, mechanical or fluid power principles;
- works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry;
- applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for CW/ECW 7;
- works on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

(d) The CW/ECW 8 classification incorporates the following broadbanded award classifications:

- Carpenter-diver
- Foreperson (as defined)

(e) **Engineering Construction Technician Level IV**

Engineering Construction Technician level IV means an employee who has equivalent level of training and skills to an Advanced engineering construction tradesperson level II but is engaged in one of the following areas to the extent of that training:

- detail draughting involving originality of thought which requires the exercise of judgment and skill in excess of that required of an Engineering construction technician at CW/ECW 7 level under the supervision of Technical and/or Professional staff; or
- is engaged in planning or technical duties requiring judgment and skill in excess of that required of a Technician at CW/ECW 7 level under the supervision of Technical and/or Professional staff; or
- exercises a level of cross skilling in technical fields.

A.2.9 Engineering construction worker level 9 (Advanced engineering construction tradesperson level II and Engineering construction technician level V) (ECW 9)

(a) An Advanced engineering construction tradesperson level II is an:

- Advanced engineering construction tradesperson (electrical/electronic) level II; or
- Advanced engineering construction tradesperson (mechanical) level II; or
- Advanced engineering construction tradesperson (fabrication) level II;

who has completed:

- an Advanced Certificate; or
- 15 appropriate modules of an Associate Diploma; or
- 15 appropriate modules in addition to the requirements of CW/ECW 3; or
- any training which a registered provider (e.g. TAFE) or by a State training authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can

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

- will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

(b) An Advanced engineering construction tradesperson level II works above and beyond a Tradesperson at CW/ECW 8 and to the level of their training:

- provides technical guidance or advice within the scope of this level;
- prepares reports of a technical nature on specific tasks or assignment as directed or within the scope of discretion at this level;
- has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
- assists in the provision of on-the-job training in conjunction with supervisors and trainers.

(c) Indicative tasks which an employee may perform at this level, subject to the employee having the appropriate Trade and Post Trade Training to enable the employee to perform them, are:

- through a systems approach able to exercise high level diagnostic skills on complex forms of machinery, equipment or instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles;
- set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than a CW/ECW8;
- works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
- works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

(d) Engineering Construction Technician Level V

An Engineering construction technician level V has the level of training and skills to an Advanced engineering construction tradesperson level II but is engaged in one of the following areas:

- undertakes draughting or planning which requires the exercise of judgment and skill in excess of that required of an Engineering technician level IV at CW/ECW 8; or
- exercises a level of cross skilling in technical fields as defined, consistent with the training and experience at this grade.

A.3 Classification principles

A.3.1 General

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

(a) the nature and skill requirements of the position to be filled;

(b) the skill level and certification of the employee;

(c) the experience and qualifications of the employee in:

(i) relevant indicative tasks nominated in clauses A.2.1(d), A.2.2(c), A.2.3(c), A.2.4(c), A.2.5(c), A.2.6(c), A.2.7(c) and A.2.8(c); and/or

(ii) competency standards against which an employee is accredited;

(d) any agreed national procedures established for testing the validity of an employee's claim for reclassification.

A.3.2 Classification/reclassification in the engineering stream

(a) Where an employee has the relevant qualification recognised as a minimum training requirement for the level to which the employee seeks to be reclassified and they are exercising or are required to exercise the skills and knowledge gained for the qualification necessary for that level of work, the employee will be classified appropriately.

(b) In the event that there is a claim for reclassification by an existing employee to a higher level under the new structure on the grounds that the employee possesses equivalent skill and knowledge gained through on-the-job experience, the following principles apply:

(i) the dispute resolution provisions in 39—Dispute resolution will be followed;

(ii) competency standards will be established through the appropriate Industry Training Boards, co-ordinated by MSA and for the lift industry the Ee-Oz. Such standards will be consistent with the requirements of the National Training Framework Committee for relevant levels in the new classification structure before claims for reclassification at that level are processed;

(iii) procedures will be established for testing the validity of an employee's claim for reclassification.

(c) Where skill standards have not been finalised in respect of any class of work and they are necessary for determining an employee's classification, employees performing such work will not be reclassified until such standards are available except as provided for in clauses A.3.2(a) and A.3.2(d) of this Schedule.

(d) Where the situation described in clause A.3.2(c) applies, but not in any other circumstances, an employee may be reclassified on the basis that the employee meets the requirements of the old classification definitions in the *National Metal and Engineering On-site Construction Industry Award 2002*.

A.4 Skill based career structure

A.4.1 The classification structure is designed to facilitate the improvement of the level of skills of the workforce and to provide a career path for all employees.

A.4.2 Each classification level builds upon the previous level so that the value of an employee to the industry and their employer increases as the employee progresses through the structure. Skills are built up in a sequential manner through job learnt skills and structured training.

A.4.3 Under the new classification structure, an employee's building and construction industry skills are to be formally recognised, industry wide, at all levels from new entrant to CW/ECW 8–ECW 9. Employees will move up the classification structure as they acquire additional accredited skills. Payment will be on the basis of the level of skills required to perform the work of a particular position or job offered by an employer.

A.5 Training

In order to facilitate the operation of the classification structure an employer must, in co-operation with the consultative committee develop a training programme consistent with:

(a) the size, structure and scope of the activities of the employer;

(b) the need to develop vocational skills relevant to the enterprise and the building and construction industry generally through courses conducted by accredited educational institutions and providers.

(c) Where, as a result of consultation in accordance with clause A.5 it is agreed that additional training should be undertaken by the employee, that training may be taken either on or off the job. Provided that if the training is undertaken during normal working hours the employee concerned will not suffer any loss of pay. The employer must not unreasonably withhold such paid training leave.

(d) Any costs associated with standard fees for prescribed course and prescribed textbooks (excluding those textbooks which are contained in the employers technical library) incurred in connection with the undertaking of training pursuant to clause A.5(c) will be reimbursed by the employer upon the production of evidence of such expenditure. Provided that reimbursement will be subject to the presentation of reports of satisfactory progress.

(e) Travel costs incurred by an employee undertaking training in accordance with clause A.5 which exceed those normally incurred travelling to and from work will be reimbursed by the employer.

A.6 Definitions of classifications in Schedule A

The broadbanded award classifications referred to in clause A.2 of this Schedule will have the meaning ascribed to them by an award made under the *Workplace Relations Act 1996* (Cth) or a notional agreement preserving a State award that would have applied to an employee immediately prior to 1 January 2010; or a Division 2B State award that would have applied to the employee immediately prior to 1 January 2011.

Schedule B—Summary of Monetary Allowances

[Varied by PR729275, PR729462, PR740696, PR740868, PR750770, PR762129, PR762292, PR773904, PR774073, PR786558, PR786723]

See clauses 19—Minimum rates, 21—Expense-related allowances, 22—Industry allowances, 23—Other allowances, 25—Living away from home—distant work, 26—Travelling time entitlements and 42—Lift industry for full details of allowances payable under this award.

B.1 Wage-related allowances

B.1.1 Weekly wage-related allowances

[B.1.1 varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

The following wage-related allowances are based on the standard rate as defined in clause 2—Definitions as the weekly minimum rate as stated for a Level 3 (CW/ECW 3) employee in clause 19.1= **$1068.40**.

Allowance	Clause	% of weekly standard rate	$	Payable
Industry allowances				
General building and construction industry allowance*	22.1(a)	6.0	64.10	per week
Civil construction industry allowance*	22.1(a)	6.0	64.10	per week
Metal and engineering construction industry allowance*	22.1(a)	6.0	64.10	per week
Residential building and construction industry*	22.1(b)	4.8	51.28	per week
All sectors				
Mobile cranes capacity adjustment formula (Level 5 (CW/EW5) and above)	19.5	2.4	25.64	per week for each additional 40 tonnes

Allowance	Clause	% of weekly standard rate	$	Payable
				over max limit
Underground allowance (other than Operator classification)*	23.2(a)	1.8	19.23	per week
Underground allowance—no more than 4 days/shifts in ordinary week	23.2(b)	0.4	4.27	per day or shift
First aid allowance—minimum qualifications	23.6(b)(i)	0.36	3.85	per day
First aid allowance—higher first aid certificate	23.6(b)(ii)	0.57	6.09	per day
Air-conditioning industry and refrigeration industry allowances	23.7	7.9	84.40	per week
Electrician's licence allowance*	23.8(a)	3.2	34.19	per week
In charge of plant allowance	23.9(b)	4.7	50.21	per week
Lift industry				
Lift industry allowance*	42.2(a)	14.8	158.12	per week

*This allowance applies for **all purposes** of the award.

B.1.2 Hourly wage-related allowances

[B.1.2 varied by PR729275, PR740696, PR762129, PR773904, PR786558 ppc 01Jul25]

The following wage-related allowances are based on the standard rate as defined in clause 2—Definitions as the hourly minimum rate as stated for a Level 3 (CW/ECW 3) employee in clause 19.1= **$28.12**.

Allowance	Clause	% of hourly standard rate	$	Payable
All sectors				
Multistorey allowance—structure without regular storey levels—work above 15 metres	23.3(d)	3.2	0.90	per hour
Multistorey allowance—structure without regular storey levels—work above each additional 15 metres	23.3(d)	3.2	0.90	per hour for each additional 15 metres
Multistorey allowance—commencement of building to 15th floor level	23.3(e)(i)	2.6	0.73	per hour
Multistorey allowance—16th to 30th floor level—where structural or reinforcing steel, boxing or walls rise above 16th floor	23.3(e)(i)	3.1	0.87	per hour
Multistorey allowance—31st to 45th floor level—where structural or reinforcing steel, boxing or walls rise above 31st floor	23.3(e)(i)	4.8	1.35	per hour
Multistorey allowance—46th to 60th floor level—where structural or reinforcing steel, boxing or walls rise above 46th floor	23.3(e)(i)	6.2	1.74	per hour
Multistorey allowance—61st floor level onward—where structural or reinforcing steel, boxing or walls rise above 61st floor	23.3(e)(i)	7.6	2.14	per hour

Allowance	Clause	% of hourly standard rate	$	Payable
Multistorey allowance—service core—work more than 15 metres above main structure	23.3(f)(i)	3.2	0.90	per hour
Multistorey allowance—service core—work above each additional 15 metres	23.3(f)(i)	3.2	0.90	per hour for each additional 15 metres
Laser safety officer allowance	23.4(c)	13.4	3.77	per day or part thereof
Carpenter-diver allowance[1]	23.5	4.5	1.27	per hour
General building and construction sector				
Computing quantities allowance	23.10(b)(i)	23.3	6.55	per day or part thereof
Scaffolding or rigging certificate allowance	23.10(c)	3.2	0.90	per hour

[1] This allowance applies for **all purposes** of the award.

B.1.3 Automatic adjustment of wage–related allowances

[B.1.3 renamed and substituted by PR750770 ppc 15Mar23]

The amount of each wage-related allowance is the percentage of the standard rate specified for the allowance and will automatically adjust to reflect the specified percentage when the standard rate is varied.

B.2 Expense-related allowances

[B.2.1 varied by PR729462, PR740868, PR762292, PR774073, PR786723 ppc 01Jul25]

B.2.1 The following expense-related allowances will be payable to employees in accordance with clauses 21—Expense-related allowances, 25—Living away from home—distant work and 26—Travelling time entitlements:

Allowance	Clause	$	Payable
Tool allowance—artificial stoneworker, carpenter and/or joiner, carpenter-diver, carver, bridge and wharf carpenter, floor sander, letter cutter, marble and slate worker, stonemason or tilelayer*	21.1(a)	39.60	per week
Tool allowance—caster, fixer, floorlayer specialist or plasterer*	21.1(a)	32.76	per week
Tool allowance—refractory bricklayer or bricklayer*	21.1(a)	28.11	per week
Tool allowance—roof tiler, slate-ridger or roof fixer, tradespersons in the metals and engineering construction sector*	21.1(a)	20.74	per week
Tool allowance—signwriter, painter or glazier*	21.1(a)	9.50	per week
Meal allowance—all employees—overtime of at least one and a half hours	21.2(a)	19.00	per meal
Meal allowance—operator employee—after completion of each 4 hours' overtime	21.2(c)	19.00	per meal
Compensation for clothes and tools	21.3(b)	2296	maximum

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Allowance	Clause	$	Payable
Living away from home allowance—Distant work—Entitlement	25.3(a)(i)	100.22	per day
Camping allowance—per complete week	25.4(b)	254.97	per week
Camping allowance—broken parts of the week	25.4(b)	36.38	per day
Meal allowance—forward journey	25.6(a)(i)	19.00	per meal
Return journey—additional for daily hire employees	25.6(b)(i)	26.21	per journey
Weekend return home	25.6(e)(i)	44.41	per occasion
Fares and travel pattern allowance	26.1(a)	21.94	per day
Travelling between construction sites—employee's own vehicle	26.2(b)(ii)	0.98	per km
Distant work—employee's own vehicle	26.4(b)(ii)	0.59	per km

*This allowance applies for **all purposes** of the award.

B.2.2 Adjustment of expense-related allowances

(a) At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	**Applicable Consumer Price Index figure**
Tools and protective or other clothing or equipment allowance	All groups
Compensation for clothes and tools	All groups
Meal allowance	Meals out and take away foods sub-group
Living away from home—distant work	Domestic holiday travel and accommodation sub-group
Camping	Average of Food and non-alcoholic beverages, housing and transport groups
Fares and travel patterns allowance	Transport group
Weekend return home	Transport group
Transport and transporting tools	Transport group

B.3 Other allowances

B.3.1 Daily hire employees —Follow the job loading

Daily hire employees are entitled to a follow the job loading in accordance with clause 19.3(a).

B.3.2 Leading hands

A person appointed as a **leading hand** must be paid an allowance in accordance with clause 19.2.

Schedule C—School-based Apprentices

C.1 This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.

C.2 A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.

C.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

C.4 For the purposes of clause C.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is **25%** of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.

C.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

C.6 For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

C.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed 6 years.

C.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency based progression where provided for in this award.

C.9 The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years duration) or stages of competency based progression where provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

C.10 If an apprentice converts from school-based to full-time, the successful completion of competencies (where provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

C.11 School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule D—National Training Wage

[Varied by PR729275, PR740696; substituted by PR745634 ppc 01Nov22; varied by PR762129, PR773904, PR786558]

D.1 Definitions

D.1.1 In this schedule:

approved training, in relation to a trainee, means the training specified in the training contract of the trainee.

Australian Qualifications Framework (AQF) means the national framework for qualifications in post-compulsory education and training.

relevant State or Territory training authority means a body in the relevant State or Territory that has power to approve traineeships, and to register training contracts, under the relevant State or Territory vocational education and training legislation.

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Apprenticeship and Traineeship Act 2001 (NSW);

Education and Training Reform Act 2006 (Vic);

Training and Skills Development Act 2008 (SA);

Training and Skills Development Act 2016 (NT);

Training and Tertiary Education Act 2003 (ACT);

Training and Workforce Development Act 2013 (Tas);

Vocational Education and Training Act 1996 (WA);

Further Education and Training Act 2014 (Qld).

trainee means an employee undertaking a traineeship under a training contract.

traineeship means a system of training that:

(a) has been approved by the relevant State or Territory training authority; and

(b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and

(c) leads to an AQF certificate level qualification.

training contract means an agreement for a traineeship made between an employer and an employee that is registered by the relevant State or Territory training authority.

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee.

wage level A or B, see clause D.4.

D.2 Coverage

D.2.1 Subject to clauses D.2.2 to D.2.5, this schedule applies to an employee covered by this award who is undertaking a traineeship and whose training package and AQF certificate level are allocated to a wage level by clause D.6.

D.2.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause D.6.

D.2.3 This schedule does not apply to:

(a) the apprenticeship system; or

(b) qualifications not identified in training packages; or

(c) qualifications in training packages that are not identified as appropriate for a traineeship.

D.2.4 If this schedule is inconsistent with other provisions of this award relating to traineeships, the other provisions prevail.

D.2.5 This schedule ceases to apply to an employee at the end of the traineeship.

D.3 Types of traineeship

D.3.1 The following types of traineeship are available:

D.3.2 A full-time traineeship based on 38 ordinary hours per week, with 20% of those hours being approved training;

D.3.3 A part-time traineeship based on fewer than 38 ordinary hours per week, with 20% of those hours being approved training provided:

(a) wholly on the job; or

(b) partly on the job and partly off the job; or

(c) wholly off the job.

D.4 Minimum rates

[D.4 substituted by PR762129, PR773904, PR786558 ppc 01Jul25]

D.4.1 Minimum weekly rates for full-time traineeships

(a) Civil construction traineeships

The minimum weekly rate payable to civil construction trainees, including trainees undertaking a civil construction traineeship from the *Resources and Infrastructure Industry Training Package*, will be as follows:

Item	Stage 1	Stage 2	Stage 3
	$	$	$
Base rate	834.34	876.14	926.24
Industry allowance—civil construction industry	64.10	64.10	64.10
Total weekly rate	898.44	940.24	990.34

(b) Other traineeships

(i) Rates of pay for trainees in the general building and construction industry and the metal and engineering construction industry will be as follows:

Item	Wage level B	Wage level A
	$	$
Base rate	747.64	765.64
Industry allowance	64.10	64.10
Weekly rate	811.74	829.74

(ii) Rates of pay for trainees in the residential building and construction industry will be as follows:

Item	Wage level B	Wage level A
	$	$
Base rate	747.64	765.64
Industry allowance	51.28	51.28
Weekly rate	798.92	816.92

(iii) All other disability and expense-related allowances provided for in this award will be payable to trainees from time to time, if applicable, but no other allowances will apply.

(c) AQF Certificate Level IV traineeships

The minimum rate for a full-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum rate for the relevant AQF Certificate Level III traineeship (as set out in clause D.4.1) increased by 3.8%.

D.4.2 Minimum hourly rates for part-time traineeships

(a) Wage level A

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause D.6.1 is the relevant weekly rate from clause D.4.1 divided by 30.4.

NOTE: See clause D.4.2(e) for calculating the actual minimum wage. See also clause D.4.3 for other minimum wage provisions that affect clause D.4.2(a).

(b) Wage level B

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause D.6.2 is the relevant weekly rate from clause D.4.1 divided by 30.4.

NOTE: See clause D.4.2(e) for calculating the actual minimum wage. See also clause D.4.3 for other minimum wage provisions that affect clause D.4.2(b).

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(c) School-based traineeships

The minimum hourly rate for a part-time trainee who works ordinary hours and is undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage levels A or B by clause D.6 is the hourly rate in column 1 or 2 of **Table 1—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)** according to the year of schooling of the trainee.

Table 1—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)

Column 1 **Year 11 or lower**	**Column 2** **Year 12**
per hour	**per hour**
$13.57	$14.95

NOTE: See clause D.4.2(e) for calculating the actual minimum wage. See also clause D.4.3 for other minimum wage provisions that affect clause D.4.2(c).

(d) AQF Certificate Level IV traineeships

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum hourly rate for the relevant AQF Certificate Level III traineeship (as calculated by clause D.4.2(a), D.4.2(b) or D.4.2(c)) increased by 3.8%.

NOTE: See clause D.4.2(e) for calculating the actual minimum wage. See also clause D.4.3 for other minimum wage provisions that affect clause D.4.2(d).

(e) Calculating the actual minimum wage

(i) If fewer than 38 (or an average of 38) ordinary hours of work per week is considered full-time at the workplace by the employer, the appropriate minimum hourly rate for a part-time trainee is obtained by multiplying the relevant minimum hourly rate in clauses D.4.2(a) to D.4.2(d) by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

(ii) If the approved training for a part-time traineeship is provided wholly off-the-job by a registered training organisation, for example at school or

at TAFE, the relevant minimum hourly rate in clauses D.4.2(a) to D.4.2(d) applies to each ordinary hour worked by the trainee.

(iii) If the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum hourly rate in clauses D.4.2(a) to D.4.2(d) minus 20% applies to each ordinary hour worked by the trainee.

D.4.3 Other minimum wage provisions

(a) Clause D.4.3 applies despite anything to the contrary in clause D.4.2.

(b) An employee who was employed by an employer immediately before becoming a trainee with that employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee.

(c) For the purpose of determining whether a trainee has suffered a reduction as mentioned in clause D.4.3(b), casual loadings are to be disregarded.

(d) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum rate provided in this schedule, if a higher minimum rate is provided for the new AQF certificate level.

D.4.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause D.6 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to wage level B.

D.5 Employment conditions

D.5.1 A trainee undertaking a school-based traineeship may agree to be paid an additional loading of 25% on all ordinary hours worked instead of being paid annual leave, paid personal/carer's leave, paid compassionate leave and paid absence on public holidays. However, if the trainee works on a public holiday, the public holiday provisions of this award apply.

D.5.2 A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.

D.5.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

D.5.4 The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is wholly off-the-job is determined by clauses D.4.2(e)(ii) and D.4.2(e)(iii) and not by clause D.5.3.

D.5.5 Subject to clause D.2.4, this award applies to a trainee in the same way that it applies to an employee who is not a trainee, except as otherwise expressly provided by this schedule.

D.6 Allocation of traineeships to wage levels

D.6.1 The wage levels applying to training packages and their AQF certificate levels are:

D.6.2 Wage level A

Training package	AQF certificate level
Construction, Plumbing and Services Integrated Framework	I, II, III
Electrotechnology	I, II, III (III in Western Australia only)
Manufacturing	III
Manufacturing and Engineering	III
Metal and Engineering (Technical)	III
MSL Laboratory Operations	II, III
National Water	III
Resources and Infrastructure Industry Training Package	II, III
Transmission, Distribution and Rail Sector	II, III

Training package	AQF certificate level
Transport and Logistics	III

D.6.3 Wage level B

Training package	AQF certificate level
Agriculture, Horticulture, Conservation and Land Management	II, III
Furnishing	II, III
National Water	II
Resources and Infrastructure Industry Training Package	I
Transport and Logistics	I, II

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Schedule E—Agreement for time off instead of payment for overtime

Link to PDF copy of Agreement for Time Off Instead of Payment for Overtime.

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ ____ am/pm

Date and time overtime ended: ___/___/20___ ____ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule F—Agreement to Take Annual Leave in Advance

Link to PDF copy of Agreement to Take Annual Leave in Advance.

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ___/___/20___

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule G—Agreement to Cash Out Annual Leave

Link to PDF copy of Agreement to Cash Out Annual Leave.

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: **$**_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ___/___/20___

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

[Schedule H—Part-day Public Holidays deleted by PR747560 ppc 14Nov22]

[Schedule X—Additional Measures During the COVID-19 Pandemic varied by PR728080, PR736911; deleted by PR746868 ppc 17Oct22]

Large, Andrew

From: Johnson, Don
Sent: Monday, 10 June 2019 8:44 PM
To: Santamaria, Juan
Cc: Large, Andrew; Johnson, Don
Subject: CRR Industrial

Juan

Largy and myself met with Graeme Newton and David Lynch on Friday

Key points of discussion are:

1. Government (not Development Authority) is pushing for in principle agreement of an industrial instrument before the project passes CBRC (Cabinet Review Committee which contains Premier, Dep Premier and 2 others). CBRC is a pre requisite to financial close
2. A lot of discussion followed on the presentation attached. Key message was that government policy was set and whilst there was apparent (but not stated) Delivery Authority (DA)support for a number of our more philosophical positions, it was government policy with respect best practice that DA needed to deliver. In particular, government was hung up on equal pay for all workers on the project but DA fully accepted the illegality of imposing these same conditions
3. DA put forward a number of scenarios as to how the project may get passed CBRC
- in principle agreement on 2 agreements
- in principle agreement on 1 agreement and ability to demonstrate best endeavours on the other
- no agreements in place and reliance on demonstrating best endeavours on 2 agreements (Least likely to succeed)

We will need to get assistance to draft a best endeavours document to ensure we pass this test as it will accompany the cabinet submission

4. In the event we are relying on best endeavours to get through CBRC, DA was suggesting we need to tighten up some words we have provided which suggest we would 'aim ' to get agreement before the start of permanent works. DA was suggesting Government would want a stronger statement ie that we commit to an agreement being in place before commencement of permanent works. We explained the difficulty that this effectively made the agreement a critical path item, and therefore the failure to agree by the date permanent works are due to start would mean any delay had an LD delay rate risk profile. We said we couldn't take this but suggested this may give rise to sharing the risk with government to cover any necessary increase to get an agreement over the line. DA again said they have no more money and this wasn't an option. DA would look for stronger definition of what 'Major Permanent Works' is in this drafting. We advised we would consider an opportunity for government risk share here given the idea of a clause that prevented the commencement of construction before an EA was not attractive
5. There was extensive discussion about subcontractors. DA appears aligned on our view that payment of all subcontractors would be illegal. So there was much discussion about how we make it work on our other projects with each subbie bringing their own EA. The action from this is the government will want more rights than current with respect auditing of subcontractors. DA is obtaining clauses from Dept of Works to provide us for consideration
6. The government is releasing the budget for CRR next week. We suggested the government add significant contingency due to the incomplete IR negotiations but DA advised budget was set, it was too late and nothing could be added.
7. DA suggested we provide a document which details how Best Practice Principles (BPP) have made our task more onerous in achieving an EA. Ie a back handed compliment to the success of BPP

Graeme Newton called me today after his team has reflected further on the issue of subcontractors. He was exploring how significant the subcontractor hours will be and what type of organisations will be involved. He questioned for example UGL but I was able to advise that they are part of integrated JV and they will be directly employing M&E fitout labour. In any case, I advised we'd come up with some information on potential split of direct and subbie hours, and the trades where the significant subcontractor hours will be.

Graeme also advised that the unions had been pushed by government to get committed to the bargaining process.

DA remains committed to Target Date for financial close of 26 June and a worst case date of mid July.

Further meetings with DA to progress this week. 830am Wednesday and 830am Friday.

Regards

Don Johnson

EGM QLD / NSW /Tunnelling / Major Projects
CPB Contractors

M [redacted]

Subject: RE: Engagement
Date: Tuesday 25 June 2019 at 10:06:36 AM Australian Eastern Standard Time
From: Matthew Martyn-Jones
To: Scott Gartrell

Thanks Scott

From: Scott Gartrell [redacted]
Sent: Tuesday, 25 June 2019 10:06 AM
To: Matthew Martyn-Jones [redacted]
Subject: Re: Engagement

Thanks Matt. Confirming I had no involvement in the bid.

Get Outlook for iOS

From: Matthew Martyn-Jones [redacted]
Sent: Tuesday, June 25, 2019 9:50 am
To: Scott Gartrell
Subject: Re: Engagement

Good morning Scott,

Thanks for this. The terms are acceptable.

The only remaining requirement is that you confirm you were not involved in the Qonnect bid for our TSD works package as per below:

Qonnect	QIC, Capella Capital, Lendlease, John Holland and Bouygues

Many thanks

Matt

Sent from my iPhone

On 25 Jun 2019, at 9:43 am, Scott Gartrell [redacted] wrote:

> Good morning Matt
> Good to talk with you this morning about resolving an enterprise agreement for the Cross River Rail Project. I'd be delighted to assist you in this process. I trade through Brook Street Consulting (ABN 82567593669) at a rate of $4k/day, plus expences.

If that's acceptable I can be in your office by around 3.30pm today. I'll make arrangements to travel unless I hear from you. Good luck with this morning's meeting.

Kind regards

Scott Gartrell
Director

Brook Street Consulting
m: [redacted]
e: [redacted]

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This was published 5 years ago

New Cross River Rail board appointed quietly after last month's axeing

Lydia Lynch

May 7, 2020 — 7:50pm

The state government has quietly appointed a new board to oversee one of the largest infrastructure projects in Queensland's history after the old board was publicly given its marching orders earlier this year.

The 10-member board overseeing the Cross River Rail project was sacked in April as Minister Kate Jones took control to give herself more oversight ahead of the construction phase.

Kate Jones (centre) took over as Cross River Rail Minister last year.

The contracts of most of the 10 current board members were due to expire in April. They were told in February their contracts would not be renewed.

Brisbane Times understands the previous board, headed by former Labor deputy premier Paul Lucas, was dumped because Ms Jones was unsatisfied with its ability to manage industrial relations disputes.
No public announcement was made when the new board, made up of public servants, was appointed on April 14.

The board, still named the Cross River Rail Delivery Authority, includes three previous board members.

Ms Jones would not go on record about the function of the new board or how it was different from the previous one.

Her office confirmed that the project remained on time and on budget and that board members were not being paid any extra money for working on the Cross River Rail authority.

Deputy Opposition Leader Tim Mander said Queenslanders could not trust the government to deliver the project if it could not figure out who was meant to be running it.
"When it comes to Cross River Rail, the Palaszczuk Labor government is more interested in media stunts than getting the project back on track," he said.

"It's also another reason why Queensland needs a state budget, so Queenslanders can see how their taxes are being spent."

Cross River Rail Delivery Authority communications manager Matthew Martyn-Jones said all three directions given by Ms Jones in February had been followed.

"In February, the Minister made three clear directions: that the CRRDA CEO would report directly to the Minister, giving her better oversight of the project; that a compliance unit would be established to hold the contractors to account; and the Delivery Authority's Board would be restructured."

The appointment of the new board came as the powerful construction union hit out at the project's contractor CPB, alleging it had racked up more than 50 breaches of workplace health and safety laws in the past six months.
The alleged breaches include failing to manage asbestos contamination and providing inadequate access and egress to work areas.

"Under CPB's mismanagement, this project is a disaster for both workers and Queensland taxpayers," CFMEU assistant secretary Jade Ingham said.

"CPB are behind schedule, under financial pressure, and putting workers' lives on the line as
they cut corners at every opportunity.

"If this was a motorist behind the wheel of a car, you'd strip the driver of their licence and impound the vehicle in the interests of public safety."

Ms Jones would not comment on alleged workplace health and safety breaches, however a new compliance unit has been set up to act as a watchdog of the project.

CPB Contractors would not comment.

Cross River Rail, the Palaszczuk government's signature infrastructure project, will cost about $5.4 billion and will be finished in 2024.

It will be a 10.2-kilometre stretch of rail track stretching from Dutton Park to Bowen Hills and include twin tunnels running under the Brisbane River and CBD.

MORE: Cross River Rail Brisbane

Lydia Lynch is Queensland political reporter for the Brisbane Times Connect via X or email.

17. Work health and safety and Quality Management System

17.1 Interpretation

In this clause 17, references to a "worker", "construction work", "construction project", "health and safety duty", "health and safety representative", "notifiable incident" and "workplace" are references to those terms as they are defined in the WHS Legislation.

17.2 State's objectives and overarching requirements

(a) (**State requirements**): The State requires:

(i) the Project Activities to be completed with health and safety as the paramount consideration;

(ii) the management of health and safety during the planning and carrying out of the Project Activities to be of the highest priority; and

(iii) all health and safety risks to be either eliminated or minimised, so far as is reasonably practicable.

(b) (**Project Co acknowledgement**): Project Co acknowledges and agrees that:

(i) health and safety is a core value for the Project and the carrying out of the Project Activities;

(ii) it must aspire to achieve that all workers and any other persons will have the highest level of protection during the carrying out of the Project Activities in order to ensure, so far as is reasonably practicable, that no risks to the health and safety of workers or other persons arise;

(iii) effective engagement and consultation, co-operation and co-ordination with relevant stakeholders regarding health and safety matters is necessary at all times in the carrying out of the Project Activities; and

(iv) in carrying out the Project Activities, it must promote a culture where all workers are encouraged to identify, address and prevent risks and unsafe behaviour.

17.3 Work health and safety obligations

(a) (**General health and safety**): Project Co accepts that it is responsible for all aspects of health and safety relating to the Project Assets, the Site and the Project Activities from Financial Close until the Expiry Date, notwithstanding:

(i) the obligations of any Principal Contractor under the WHS Legislation engaged in accordance with this clause 17;

(ii) that it is subject to the Queensland Rail Limited's requirements in respect of any Project Activities (QR Land) and the QR Works; and

(iii) the engagement of any Subcontractor.

(b) (**Works**): Project Co must carry out and must procure that the D&C Activities are carried out:

(i) to ensure, so far as is reasonably practicable, the health and safety of workers and other persons; and

(ii) in a manner that protects property.

(c) (**State direction**): If there is a risk to the health and safety of workers or other persons or of damage to property arising from the D&C Activities, then:

(i) the State Representative may direct Project Co to change its manner of working or to cease working to minimise that risk; and

(ii) Project Co must, at its cost, comply with any direction given by the State Representative in accordance with clause 17.3(c)(i).

(d) (**Project Co obligations**): Project Co must, and must ensure that all Subcontractors:

(i) comply with all applicable Laws and other requirements of this Agreement in respect of health and safety including all WHS Laws;

(ii) commit to continuous improvement in health and safety;

(iii) ensure that all Subcontractors and their respective workers comply with their respective obligations under the WHS Laws;

(iv) ensure that any Subcontracts that they enter into contain the same or substantially the same terms as clause 7 and this clause 17, where applicable;

(v) consult, co-operate and co-ordinate activities with all other persons who have a health and safety duty in relation to the same matter;

(vi) notify the State Representative immediately (and in any event, within 12 hours after such matter arising) of any notifiable incident in connection with, the Project Assets or the Project Activities;

(vii) in respect of any notifiable incident referred to in clause 17.3(d)(vi):

A. immediately provide the State Representative with a copy of the notice required to be provided to the relevant Commonwealth, State or Territory Regulator;

B. promptly provide the State Representative with a copy of all witness statements and the investigation report relating to the notifiable incident;

C. promptly provide the State Representative with copies of any notice(s) or other documentation issued by the relevant Commonwealth, State or Territory Regulator;

D. within 10 days of the date of notification to the relevant Regulator, provide the State Representative with a summary of the related investigations, actions to be taken and any impact on the Project that may result from the notifiable incident; and

E. provide the State Representative with any further information related to the notifiable incident as reasonably requested by the State;

(viii) as soon as practicable and, in any event, within 10 days of receipt, provide to the State Representative copies of:

A. all formal notices and written communications issued by a Regulator or agent of the Regulator under or in compliance with the applicable WHS Laws to Project Co or a Subcontractor relating to health and safety matters;

B. all formal notices issued by a health and safety representative of Project Co or a Subcontractor under or in compliance with the applicable WHS Laws; and

C. all formal notices, written communications and written undertakings given by Project Co or a Subcontractor to a Regulator or agent of the Regulator under or in compliance with the applicable WHS Laws;

(ix) institute systems to:

A. obtain regular written audit results from all Subcontractors about their ongoing compliance with WHS Laws; and

B. ensure that Subcontractors comply with any such audit findings;

(x) provide the State Representative with a written report of all health and safety matters (including matters in connection with this clause 17.3 and clause 17.4) or any other relevant matters as the State Representative may reasonably require from time to time, including a summary of Project Co's (and any Subcontractors') compliance with the WHS Laws and responses to any formal notices and written communications issued by a Regulator or agent of the Regulator under or in compliance with the applicable WHS Laws to Project Co or a Subcontractor relating to health and safety matters;

(xi) ensure that they do not do anything or fail to do anything that would cause the State or any State Associate to be in breach of WHS Laws;

(xii) ensure that if any applicable Law requires:

A. a person:

1) to be authorised or licensed (including in accordance with the WHS Laws) to carry out any work at that workplace, that person is so authorised or licensed and complies with any conditions of such authorisation or licence; or

2) to have prescribed qualifications or experience or, if not, is to be supervised by a person who has prescribed qualifications or experience (including as defined in the WHS Laws), that person has the required qualifications or experience or is so supervised; or

B. a workplace, plant or substance (or design) or work (or class of work) to be authorised or licensed, that workplace, plant or substance (or design) or work (or class of work) is so authorised or licensed;

(xiii) not direct or allow a person to carry out work or use plant or a substance at a workplace unless the requirements of clause 17.3(d)(xii) are met (including any requirement to be authorised, licensed, qualified or supervised); and

(xiv) if requested by the State or required by the WHS Laws:

A. in respect of any work, produce evidence of any approvals, certificates, authorisations, licenses, prescribed qualifications or experience or any other information relevant to health and safety (as the case may be) to the satisfaction of the State (acting reasonably) before Project Co or a Subcontractor (as the case may be) commences such work; and

B. demonstrate compliance with the WHS Laws, including providing evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience, or any other information relevant to health and safety matters.

(e) (**Co-operation**): Project Co must, and must ensure its Associates:

(i) cooperate with the State and any State Associate in respect of the discharge of any work health and safety obligations of the State or any State Associate, in connection with the CRR Project under the WHS Laws;

(ii) comply with all reasonable requests of the State or any State Associate to assist it to discharge its obligations in connection with the CRR Project under the WHS Laws; and

(iii) not do anything that may impede the State or any State Associate in discharging its work, health and safety obligations under the WHS Laws in connection with the CRR Project.

(f) (**Notification**): Project Co must notify the State, Queensland Rail, Queensland Rail Limited (other than as a RIS Alliance Participant) and any other relevant State Associate immediately on becoming aware, of any non-compliance or potential non-compliance in connection with the WHS Laws, any "notifiable incidents" (as defined in the WHS Laws) or any other significant work health and safety incident that occurs in connection with the Project.

(g) (**Safety culture**): Project Co must demonstrate the implementation of a positive safety culture through the Management Plans and by implementing programs to support a positive safety culture for all Project Activities.

(h) (**Subcontractors**): Project Co must ensure that all Subcontractors carry out the Project Activities in accordance with:

(i) a safety management system independently certified by an accredited certification body in accordance with relevant standards maintained for the duration of the Project Activities; and

(ii) the Management Plans prepared by Project Co in accordance with clause 18.1(a).

(i) (**WHS Management Plan**): Project Co must ensure that a copy of the current WHS Management Plan is retained at each workplace comprising the Project Area and available for inspection by the State at all times.

(j) (**Health and safety professionals**): Project Co must ensure that an adequate number of health and safety professionals are appointed to ensure that the Project Activities are carried out safely and without risk to health. For the purpose of this clause 17.3(j), a health and safety professional must:

(i) be employed in a full time capacity as a safety professional;

(ii) as a minimum, have had suitable experience as a safety professional in construction safety on a full time basis for at least 3 years and possess the required technical skills and knowledge to perform the role, which may include the attainment of a recognised certificate, degree or post graduate qualification in a safety or health and safety risk management discipline; and

(iii) be able to demonstrate competence, experience and training in safety in road, civil or rail construction environments.

(k) (**WHS Manager**): Project Co must ensure that a suitably experienced and qualified person be appointed as 'WHS Manager' for the Project to, without limiting any obligation of Project Co, be responsible for:

(i) compliance with this clause 17; and

(ii) the implementation of the WHS Management Plan.

(l) (**Independent WHS Auditor**): Project Co must:

(i) engage an Independent WHS Auditor to undertake audits of the Project Activities to verify; and

(ii) provide to the State Representative, within 30 Business Days of 1 January and 1 July each year during the Delivery Phase, an audit report, prepared by the Independent WHS Auditor in respect of,

Project Co's compliance with its obligations in respect of health and safety including in respect of the WHS Management Plan.

(m) (**WHS Management Plan audit**): Project Co must, prior to submitting the WHS Management Plan for review in accordance with clause 18.1(a):

(i) engage an Independent WHS Auditor to undertake an audit of the WHS Management Plan; and

(ii) provide to the State Representative an audit report, prepared by the Independent WHS Safety Auditor, in respect of the WHS Management Plan.

(n) (**Implement audit findings**): Project Co must, if an audit report prepared by the Independent WHS Auditor in accordance with clause 17.3(l)(ii) or 17.3(m) reveals any non-conformances or areas for safety improvement, promptly (and in any event, in the timeframes specified in the audit report) take such steps as are

necessary to resolve those non-conformances and provide evidence of those steps to the State.

(o) (**Approval**): Any Independent WHS Auditor appointed by Project Co in accordance with clause 17.3(l) or 17.3(m) must:

(i) be reasonably acceptable to the State;

(ii) have appropriate qualifications and experience; and

(iii) be engaged on terms reasonably acceptable to the State.

R2.7.1 Construction Management Plan

Project number:	M00160
Document number:	To be advised
Revision date:	19/10/2018
Revision:	A

CBG has skilled maintenance staff and tradesmen with significant experience maintaining TBMs and roadheaders operating in on the Sydney Metro Double Shield TBMs. They will be available to provide maintenance services to the construction teams.

6.19 Public Safety

The site establishment plans in **R2.3 Drawings Folder** show the means by which the public are separated from worksites (eg hoardings, alternative pedestrian pathways).

Safety underpins the engineering and administrative controls, the management plans and permit system. Protecting the public from works undertaken on utilities is a key focus area for public safety management.

CBG's Utilities Team will work with the Safety Manager and any USP safety teams to:

- Incorporate asset owners' and USPs' stringent requirements (with regards to working in the vicinity, protecting and relocating their associated assets) in construction method statements, team training, site inspections, inductions and toolbox talks
- Develop engineering controls to mitigate third party authority utility services safety hazards (e.g. confined spaces, asbestos materials, etc.)
- Implement safety requirements (where possible) on third party authority subcontractors
- Manage/interface with third party authorities in relation to their specific safety requirements and procedures
- Use the penetration permit process to ensure information is as accurate as possible.

Table 10 lists key safety risks when working near existing services and the risk mitigations:

Table 10: Safety Risks

Safety Risks	Mitigation Strategy
General awareness	• Before works commence all site personnel must attend a safety talk and tool box • Training courses for employees working around services prior to commencing works on sit • Traffic management courses • Relevant training provided by the USP • Training on plant and equipment • Asbestos training courses to aid identification and handling of asbestos materials • First aid course including electrical shock and burns training • Provision of defibrillation kits.
Separation of public from work zones	• Establishment of traffic management plans for road, traffic and pedestrian management including provisions for access to properties • Establishment of each work zone (temporary fencing, noise abatement fencing, temporary ramps, road barriers, Temporary signage and lighting, road markings and pedestrian delineation etc.
Injury or fatality to workers or the public due to striking underground or overhead services.	• Physically mark identified utilities on site, without damaging the service or exposing any hazards • Physical markings may include marked conduits/wooden stakes imbedded into the ground or spray painting indicating the depth and service information (no metal star pickets)

Safety Risks	Mitigation Strategy
	• Marked services will always be cross checked with drawings before any works commence • Ground penetration permit to be issued to construction teams before any works can commence • The striking of any services needs to be responded to in accordance with the Emergency Response and Incident Plan • Under pressure tapping for water and gas, depressurise and isolate first if possible • Implement standard techniques removal of gases from abandoned pipes.
Health risks due to uncovering utilities containing asbestos.	• Services will either be untouched, investigated, removed or contained by the Utilities Team with assistance from specialist consultants and licenced contractors in accordance with the Asbestos Control Plan (sub-plan of the Health and Safety Management Plan) • For any unidentified services with suspicious or unknown material composition, the Utilities Team will be consulted before any works commence to ensure no asbestos hazards exist
Others.	• others

6.20 Third Party Infrastructure Protection

Refer to:

- *R2.1.5 Protection of Underground Services*
- *R2.3.5 Existing infrastructure*
- *R2.5.5 Interface Management Approach.*

Our technical solution has removed high risk surface interfaces from third party critical path activities in key locations to protect third party infrastructure

6.20.1 Dutton Park Station Surface Interface Mitigation

Our solution at Dutton Park reduces surface interfaces with third parties by lowering the tunnel alignment. This has minimised an interface with the existing freight flyover at the Southern Portal and limited the impact on an existing busway at Boggo Road Station.

To achieve these benefits, dive structures were moved further south and Dutton Park Station was relocated to maintain the required distance for trains between the station and the portal.

6.20.2 Southern Portal Surface Interface Mitigation

Our mined tunnel solution under the existing rail corridor reduces reliance on possession constraints for surface works. It also enables our alignment for the new suburban tracks to maximise offline construction east of the existing rail corridor, which minimises time consuming brownfield works.

Once the dive structures are mined under the existing corridor, our surface construction staging includes:

- Underpinning of the existing freight flyover
- Construction of the Up CRR dive structure

[HIGH COURT OF AUSTRALIA.]

THE QUEEN

AGAINST

MOORE AND OTHERS;

EX PARTE FEDERATED MISCELLANEOUS WORKERS' UNION OF AUSTRALIA.

H. C. OF A. 1978

SYDNEY, *Aug. 8; Dec. 14.*

Barwick C.J., Gibbs, Stephen, Jacobs and Aickin JJ.

Industrial Law (Cth)—Conciliation and Arbitration—Industrial dispute—Registered organization—Eligibility for membership—Workers involved in labour in or in connexion with metalliferous mining—Engagement of project engineers by uranium mining companies to construct works—Labour employed by engineers—Whether engaged in activities in connexion with metalliferous mining—Conciliation and Arbitration Act 1904 (*Cth*), s. 4 (1) "*industrial dispute*".

The rules of a union which was registered under the *Conciliation and Arbitration Act* 1904 (Cth) provided that workers engaged in manual or mental labour in or in connexion with, inter alia, metalliferous mining were eligible for membership.

The union served a letter of demand on a number of uranium mining companies and a number of project engineers which the companies had engaged to design and supervise the construction of works for the establishment of uranium mines. The companies did not intend to employ labour, but some of the project engineers did. The construction work would be undertaken principally by independent contractors engaged by the project engineers.

Held, that the project engineers were engaged in activities in connexion with metalliferous mining within the membership rule, and the union accordingly had standing to raise a dispute between the engineers and the workers whom they were to employ.

Re Federated Liquor and Allied Industries Employees' Union of Australia; Ex parte Australian Workers' Union (1976), 51 A.L.J.R. 266, distinguished.

PROHIBITION AND CERTIORARI.

The Australian Workers' Union ("the A.W.U.") served a letter of demand on Ranger Uranium Mines Pty. Ltd., Queensland Mines Ltd., Pancontinental Mining Ltd., Noranda Australia Ltd., Davey Pacific Pty. Ltd., Wright Engineering Pty. Ltd., Kinhill O'Connor Pty. Ltd., Stearns Roger Incorporated, McKee Pacific Pty. Ltd. and Bechtel Pacific Corporation Ltd. relating to the members of the A.W.U. employed or to be employed by them

"in construction work in or in connexion with or incidental to the uranium mining and processing industry". The companies did not accede to the demands. The first four companies were uranium mining companies. The others were project consulting engineers which had been engaged by the mining companies to design and supervise the construction of the various works proposed in relation to the establishment of certain mines in the Northern Territory. It was proposed that the actual construction work would be undertaken primarily by independent contractors employed by the project engineers and that the mining companies would not themselves directly hire labour. The membership rule of the A.W.U. provided that workers "engaged in manual or mental labour in or in connexion with ... metalliferous mining" were eligible for membership. The President of the Australian Conciliation and Arbitration Commission found that the companies' refusal to accede to the demands gave rise to an industrial dispute between the A.W.U. on the one hand and the mining companies and project engineers on the other. The Federated Miscellaneous Workers' Union of Australia, whose membership provisions covered employees engaged in the building and construction industry in the Northern Territory, obtained orders nisi for prohibition and certiorari on the grounds that the Commission had no jurisdiction in the matter in that no industrial dispute had come into existence between the A.W.U. and the companies "for the reason that employees of the companies covered or sought to be covered by the log of claims were not eligible to be members of A.W.U." and "because in relation to persons employed in construction work in or in connexion with or incidental to the uranium mining and processing industry the persons so employed were not eligible for membership of A.W.U.". The orders nisi were made returnable before the Full Court of the High Court.

M. H. McHugh Q.C. and *R. C. Kenzie*, for the prosecutor, in addition to the cases mentioned in the judgments, cited *Reg.* v. *Holmes*; *Ex parte Public Service Association of New South Wales* (1); *Reg.* v. *Hamilton Knight*; *Ex parte Commonwealth Steamship Owners' Association* (2).

C. J. Bannon Q.C. and *J. L. Trew*, for the Australian Workers' Union, cited as well *Reg.* v. *Association of Professional Engineers of Australia*; *Ex parte Victoria* (3); *Reg.* v. *Heagney*; *Ex parte A.C.T. Employers' Federation* (4); *R.* v. *Central Reference*

(1) (1978) 140 C.L.R. 63.
(2) (1952) 86 C.L.R. 283, at p. 296.
(3) (1957) 100 C.L.R. 155.
(4) (1976) 137 C.L.R. 86.

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Board; *Ex parte Thiess (Repairs) Pty. Ltd.* (5) and *Tesco Supermarkets Ltd.* v. *Nattrass* (6).

B. J. Shaw Q.C. and *J. R. Sackar*, for Ranger Uranium Mines Pty. Ltd., Queensland Mines Ltd., Noranda Australia Ltd., Kinhill O'Connor Pty. Ltd. and Stearns Roger Incorporated.

T. E. F. Hughes Q.C., *A. R. Ashburner* and *J. F. Boultbee*, for Pancontinental Mining Ltd.

N. A. Brown, for McKee Pacific Pty. Ltd. and Bechtel Pacific Corporation Ltd.

Cur. adv. vult.

Dec. 14.

The following written judgments were delivered:—

BARWICK J. In this matter, I have had the advantage of reading the reasons for judgment prepared by my brother Aickin. I am in full agreement with what he has written and with the conclusion at which he arrives. I do not desire to add anything to those reasons.

In my opinion, the application for prerogative writs should be dismissed.

GIBBS J. The question for decision in this case is whether the respondent, the Australian Workers' Union, sought, by the service of its log of claims, to create an industrial dispute as to the conditions of employment of persons who could never become members of that union pursuant to its rules. I have had the advantage of reading the reasons prepared by my brother Jacobs, and the reasons prepared by my brother Aickin, and I agree in their conclusion that the present case is distinguishable from *Re Federated Liquor and Allied Industries Employees' Union of Australia*; *Ex parte Australian Workers' Union* (7) and that the employees as to whose conditions the claims are made are those engaged in labour in or in connexion with metalliferous mining: such employees are covered by the eligibility rule of the respondent union. I need add nothing to the reasons which my brethren have given for this conclusion, since I am in general agreement with them.

The prosecutor, as part of its argument, submitted that the claim of the Australian Workers' Union, made in cl. 5 of the log of claims, that no employer shall permit any of the relevant work to

(5) (1948) 77 C.L.R. 123.
(6) [1972] A.C. 153, at p. 171.
(7) (1976) 51 A.L.J.R. 266.

be done by a contractor except in accordance with the terms of the award, and that no employer shall enter into a contract for the doing of any of the work unless it contains a clause binding the contractor to observe the conditions of the award, did not raise a dispute as to an industrial matter. This submission was based upon the decision in *Reg.* v. *Commonwealth Industrial Court Judges*; *Ex parte Cocks* (8). That case is distinguishable. It decided that a dispute as to whether or not it should be permissible for an employer in a particular industry to employ independent contractors in performing relevant work outside the employer's factory or workshop is not an industrial dispute as defined in the *Conciliation and Arbitration Act* 1904 (Cth), as amended ("the Act"). However the present dispute, in so far as it relates to cl. 5 of the log of claims, is not as to whether contractors should be engaged, but as to whether, if they are engaged, their employees should be entitled to the benefits of the award, assuming that one is made. The evidence has failed to show that in the circumstances prevailing in the industry in question such a clause could not be capable of being regarded as merely incidental to the settlement of the dispute as to the conditions of employment of workers in or in connexion with metaliferous mining. I agree with Jacobs J. that this question should not be finally determined until the facts are fully explored.

The respondent, the Australian Workers' Union, has applied for costs on the ground that the proceeding was instituted by the prosecutor "without reasonable cause" within the meaning of s. 197A of the Act. In my opinion a party cannot be said to have commenced a proceeding "without reasonable cause", within the meaning of that section, simply because his argument proves unsuccessful. In the present case the argument presented on behalf of the prosecutor was not unworthy of consideration and it found some support in the two decisions of this Court to which I have referred. The fact that those decisions have been distinguished, and that the argument has failed, is no justification for ordering costs in the face of the prohibition contained in s. 197A.

I would dismiss the application for the issue of prohibition and certiorari but would make no order as to costs.

STEPHEN J. I have read the reasons for judgment prepared by Jacobs J. I am in agreement both with his conclusions and with his reasons for those conclusions. I would therefore dismiss the application for prerogative writs.

(8) (1968) 121 C.L.R. 313.

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JACOBS J. The Australian Workers' Union ("A.W.U.") is entitled under its eligibility rule to enrol as members every bona fide worker, male or female, engaged in manual or mental labour, in or in connexion with a large number of industries, which include road making, water and sewerage, railway construction work, metalliferous mining, smelting, reducing and refining of ores (including all workers engaged in or in connexion with dredging or sluicing work), the prospecting, surveying, exploration and drilling for minerals and metals (except as to members of organizations in the shipping industry), the construction, maintenance and conduct of the Commonwealth Railways, and all kinds of general labour. It served a demand on the companies who are the ten last named respondents by a letter dated 17th March 1978 demanding wages, terms and conditions of employment in accordance with the accompanying document which was in the form of a draft award. That letter was written by the General Secretary of the A.W.U. on behalf of the A.W.U. and its members "now employed or hereafter to be employed by you in all construction work in or in connexion with or incidental to the uranium mining and processing industry". Clauses 4 and 5 of the draft award which accompanied the letter of demand were as follows:

"4. LOCALITY

This Award shall apply in the Northern Territory.

5. WORK DONE THROUGH CONTRACTORS, ETC.

(a) No employer shall permit any operation or function or employment of any of the classes to which this Award is applicable to be carried on or exercised or entered into by any contractor or other person on behalf of the employer, except in accordance with the terms and conditions of this Award as if the contractor or other person were himself a party to and bound by this Award.

(b) No employer shall enter into any contract for the carrying on of any of the work covered by this Award by means of employees unless the contract contains a clause binding the contractor to pay the rates and observe the conditions herein prescribed in respect of the work contracted for, so long as this Award remains in operation."

The demand was not met and the existence of a dispute was duly notified on 6th April 1978.

The applicant, which has coverage inter alios of employees engaged in the building and construction industry in the Northern Territory and which on behalf of its members engaged there in that industry has obtained the Building and Construction Industry (Northern Territory) Award 1972 and other awards,

appeared before the President of the Australian Conciliation and Arbitration Commission on 10th April 1978 and opposed the making of a finding that an industrial dispute existed between the A.W.U. and the respondent companies on the subject matter of the letter and its appended document. From the evidence in support of the present application it appears that the following grounds amongst others were stated:

> "1. None of the respondents to the log of claims were or would be at any time the employers of persons employed or to be employed in construction work in or in connexion with or incidental to the uranium mining and processing industry;
> 2. Having regard to the fact that the identity of the employers of persons to be employed in construction work in or in connexion with or incidental to the uranium mining and processing industry was not yet known, any finding of an industrial dispute would be premature; and
> 3. In any event the respondent Australian Workers' Union was not entitled, pursuant to its registered rules, to have as its members, persons employed 'in all construction work in or in connexion with or incidental to the uranium mining and processing industry' and that any finding of the existence of an industrial dispute would be a finding made without jurisdiction."

A finding of the existence of the dispute was made and the President of the Commission said:

> "It is my view that that notification having been made it is preferable for me to act under s. 24 and to find an industrial dispute which will enable this Commission and the parties who have either appeared or intervened today to apply subsequently to vary or revoke the dispute, or as the matter proceeds to make an application under s. 41. Without such a record of finding it is possible that the Commission should not proceed at all. Therefore, I find that there is an industrial dispute."

The application before this Court is one for prohibition and certiorari upon the following grounds:

> "(i) The Commission is acting without jurisdiction in the said matter in that no industrial dispute has come into existence between The Australian Workers' Union and Ranger Uranium Mines Pty. Limited, Queensland Mines Limited, Pancontinental Mining Limited, Noranda Australia Limited, Wright Engineering Davey Pacific Joint Venture, Bechtel McKee and Kinoco Stearns Roger Nabarlek Joint Venture for the reason that employees of the abovementioned Respondents covered or sought to be covered by the log of claims filed in C. No. 3019 of 1978 were not eligible to be members of The Australian Workers' Union.
> (ii) The Commission is acting without jurisdiction in the said matter in that no industrial dispute has come into

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existence between The Australian Workers' Union and Ranger Uranium Mines Pty. Limited, Queensland Mines Limited, Pancontinental Mining Limited, Noranda Australia Limited, Wright Engineering Davey Pacific Joint Venture, Bechtel McKee and Kinoco Stearns Roger Nabarlek Joint Venture in relation to persons employed in all [sic] construction work in or in connexion with or incidental to the uranium mining and processing industry as persons so employed are not eligible for membership of The Australian Workers' Union."

The respondent companies Ranger Uranium Mines Pty. Ltd. ("Ranger"), Queensland Mines Ltd. ("Queensland Mines"), Pancontinental Mining Ltd. ("Pancontinental") and Noranda Australia Ltd. ("Noranda") each have extensive existing or prospective uranium mining interests at sites in the Northern Territory. If and when the interests are perfected in their respective sites and necessary permissions are obtained, mining is to be conducted by means of the open-cut method. At each mining site there will be constructed extensive works including a concentrator, tailings dam, retention pond, administration buildings, explosives magazine and housing areas. In addition, at Jabiru and Jabiluka an acid plant and power-house are to be constructed. Roadworks water and sewerage works and wharves with loading facilities will be constructed and a township will need to be built.

The respondent companies other than Ranger, Queensland Mines, Pancontinental and Noranda are described in the evidence as Project Consulting Engineers. One or others of these respondents have been appointed by Ranger, Queensland Mines or Pancontinental. As yet Noranda has not appointed a Project Consulting Engineer. Construction work at the proposed mine sites will be undertaken primarily by independent contractors employed by the Project Consulting Engineers respectively appointed by the named mining companies. In the case of Pancontinental the evidence establishes that the Project Consulting Engineer will construct the uranium mines and associated facilities by acting as manager and agent for the mining company in the letting of contracts for and on behalf of the mining company and by itself directly employing labour. It does not appear that the procedure to be adopted in the case of the other mining companies is likely to be substantially different, though it is not certain that a relationship of principal and agent will exist between the mining companies and the respective Project Consulting Engineers.

In these circumstances, it is submitted, it has not been established that any of the respondent companies is, or is likely

to be, engaged in construction work in or in connexion with or incidental to the uranium mining and processing industry; in the case of the four mining companies because they will not themselves be carrying out the construction work, and in the case of the Project Consulting Engineers because the construction work proposed to be done by them is not work in or in connexion with the industry of metalliferous mining or any industry of which the A.W.U. has coverage under its eligibility rule. It is further submitted that the presence in the log of cl. 5 shows in the circumstances that the basic purpose of the demand was to compel the respondent companies to employ contractors whose employees would be employed on the conditions set out in the present demands.

It is abundantly clear that the four mining companies each wish to have constructed a mine or mines with all ancillary works. It is equally clear that the other companies propose to engage in the work of constructing the mines and all their ancillary works. Nothing could be more closely related to metalliferous mining than constructing or having constructed a metalliferous mine and its ancillary works. It is an integral part of the mining operation. See *Re Federated Liquor and Allied Industries Employees' Union of Australia*; *Ex parte Australian Workers' Union* per Barwick C.J., (9). The facts in the last-mentioned case were quite different. Catering and cleaning services were far removed from any concept of metalliferous mining which was the relevant industry in that case. The decision does not assist the present applicant.

The argument of the applicant has the extraordinary result that the metalliferous mines and their ancillary works would be constructed without anybody engaged in that construction being engaged on work in or in connexion with metalliferous mining. It seems to me that the proposition has only to be stated in order that it may be seen how untenable the argument is. Construction work cannot be looked at apart from what is being constructed. The connexion is so close as to be inseparable. The mine owner is engaged in or in connexion with the industry of metalliferous mining when it has its metalliferous mining installations and associated works constructed. The constructor is engaged in work in connexion with metalliferous mining when it constructs the mining installations and associated works.

There remains the argument depending on cl. 5 of the draft award. As I understand it, it is not submitted that such a clause

(9) (1976) 51 A.L.J.R., at p. 268.

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Jacobs J.

can never be part of an award. Whether or not it can be depends upon whether *Reg.* v. *Commonwealth Industrial Court Judges*; *Ex parte Cocks* (10) has a wider application than the question actually decided in that case, namely, that an issue whether employers should have work done by independent contractors outside their factory or workshop was not an industrial matter within the definition of those words in the *Conciliation and Arbitration Act*. It is said that in the circumstances of this case, where most, almost all, of those employed in the construction of the mining installations and associated works will be employed by contractors and not by the respondent companies, the insertion of such a clause in the award would be without jurisdiction. However, the presence of a claim in a log of claims, even if it be one which does not involve an industrial matter, does not provide a reason for the grant of prohibition or certiorari. That is sufficient to dispose of the argument based on cl. 5. But it cannot be assumed that under no circumstances could the insertion of such a clause in an award settle a dispute as to an industrial matter. Here the evidence shows that the construction works will be large and extensive. It cannot be assumed that the respondent companies—both the mining and the project companies—will not be exercising continued supervision and co-ordination. It may well be that if the Commission considered it proper in order to achieve a settlement of existing or threatened disputes between the companies and their employees that the same award conditions should apply throughout the work of constructing the mines and their associated installations, it would be open to it to achieve that result by the insertion in the award of a clause along the lines of cl. 5. If the Commission could not do so, it would mean that the respondent companies could largely avoid the effective imposition on what will be in substance their activities of award conditions considered appropriate to construction work in or in connexion with the uranium mining and processing industry. The question should not be determined until the facts are fully explored and the basis of the Commission's decision (if it should be its decision) is known.

I would dismiss the application in respect both of prohibition and certiorari. I do not find it necessary to rely in reaching this result upon the fact that substantial parts of the works ancillary to the construction of the mines and processing plants consist of road-making and water and sewerage works and other works involving the use of many kinds of general labour, and that

(10) (1968) 121 C.L.R. 313.

workers engaged in these works are on any view of the matter eligible to be members of the A.W.U.

Nor do I find it necessary to rely upon s. 60 (2) of the *Conciliation and Arbitration Act* and the fact that no question of constitutional power arises since the finding of the existence of an industrial dispute was the finding of an industrial dispute existing wholly within a territory of the Commonwealth.

AICKIN J. This is an application for a writ of prohibition or alternatively certiorari directed to the President of the Australian Conciliation and Arbitration Commission in a matter in which he made a finding of the existence of an industrial dispute within the meaning of the *Conciliation and Arbitration Act* 1904, as amended ("the Act"). That finding is said to have been made without jurisdiction.

The Australian Workers' Union ("the A.W.U.") served a letter of demand dated 17th March 1978 on the following companies: Ranger Uranium Mines Pty. Ltd. ("Ranger"), Queensland Mines Ltd. ("Queensland Mines"), Pancontinental Mining Ltd. ("Pancontinental"), Noranda Australia Ltd. ("Noranda"), Davey Pacific Pty. Ltd., Wright Engineering Pty. Ltd., Kinhill O'Connor Pty. Ltd., Stearns Roger Incorporated, McKee Pacific Pty. Ltd. and Bechtel Pacific Corporation Ltd. That letter was expressed to be on behalf of the A.W.U. and the members thereof ". . . now employed or hereafter to be employed by you in all construction work in or in connexion with or incidental to the uranium mining and processing industry, to demand that all employees, whether members of the Union or not, be paid for all work to be performed by them hereafter at the rates set out in the Schedule hereto applicable to the respective occupations and classes of labour, or such higher rates as may from time to time to the Commission or Commissioner appear just, and that such employment shall be upon the terms and conditions and subject to the provisions as stated in the said Schedule or such terms and conditions more advantageous to the employee as may from time to time appear just to the Australian Conciliation and Arbitration Commission. . . ." Attached to that letter was a log of claims in the form of a proposed award, the terms of which are not currently material, save that it must be noted that the log is expressed to be in respect of "the employment by such employers of all employees whether members of The Australian Workers' Union or not performing work in the following: All construction work in or in connexion with or incidental to the uranium mining and processing industry."

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That demand was not acceded to by any of the companies to which it was addressed.

The respondent companies fall into two groups. The first group comprises Ranger, Queensland Mines, Pancontinental and Noranda which are mining companies in the sense that they hold authorities to prospect, or interests in such authorities to prospect, for uranium in the Northern Territory at various locations where substantial deposits of uranium have been discovered. I refer to those companies collectively as "the mining companies". It appears that Ranger proposes to commence extraction of ore within approximately thirty months of receiving the appropriate approvals from the Government of the Commonwealth. Pancontinental's expectation is that the construction period will take about three years and that up to 900 workers will be directly engaged in construction work. Noranda expects that extraction of uranium will commence within approximately thirty months of the obtaining of approval and Queensland Mines expects that production of uranium will commence within twelve months of the receipt of such approval.

The remaining respondents to the demand are described as "project consulting engineers" who have been appointed by the mining companies to design and supervise the construction of the various works proposed in relation to the establishment of the relevant mines. The actual construction work will be undertaken primarily by independent contractors employed by the project consulting engineers appointed by each of the mining companies. Thus, Ranger has appointed as its project consulting engineer a partnership or joint venture using the business name "Wright Engineering Davey Pacific Joint Venture", comprising Wright Engineering Pty. Ltd. and Davey Pacific Pty. Ltd. Pancontinental has appointed a partnership or joint venture using the business name "Bechtel-McKee" comprising McKee Pacific Pty. Ltd. and Bechtel Pacific Corporation Ltd. Queensland Mines has appointed a partnership or joint venture using the business name "Kinoco-Stearns Roger Narbarlek Joint Venture" comprising Kinhill O'Connor Pty. Ltd. and Stearns Roger Incorporated. Noranda apparently had not up to the date of the proceedings appointed a project consulting engineer. I refer to these companies and partnerships collectively as "the project engineers". I use the expression "partnership or joint venture" because it is not clear in all cases what the precise nature of the business organization is, but in at least one case, namely, Bechtel-McKee, it is said that "McKee Pacific Pty. Ltd. and Bechtel Pacific Corporation Ltd. are partners in the joint

venture known as Bechtel-McKee". However, the distinction appears not to be material for present purposes.

The material placed before the Court, and statements made by counsel in the course of argument, showed that three of the mining companies do not intend to engage in construction work, but that, in the case of Pancontinental, there was a "distinct possibility that it will be employing some employees who would come within the ambit of this log". It also appeared that, of the three project engineers, two would probably not employ labour, and the third, Bechtel-McKee, would employ "construction labour on direct hire" and that it also had an obligation to complete works of any subcontractor who failed, which would involve direct employment of labour.

The A.W.U. in its registered rules has an eligibility clause and a description of the industry in connexion with which the organization is registered which comprises a lengthy list of miscellaneous callings and industries which it is not necessary or useful to set out in full.

The membership rule of the A.W.U. provides (so far as material) that the following persons are eligible for membership:

> "Subject to these Rules, every bona fide worker, male or female, engaged in manual or mental labour in or in connection with any of the following industries or callings, namely: . . . metalliferous mining, smelting, reducing and refining of ores including all workers engaged in or in connection with dredging or sluicing work, . . . the prospecting, surveying, exploration and drilling for minerals and metals (except as to members of organizations in the shipping industry); . . . and all kinds of general labour . . ."

The list of industries (so far as material) includes the following:

> "Pastoral, agricultural, horticultural, viticultural (which includes employees in wineries), dairying, fruit growing, sugar growing, cane cutting, milling and refining, the growing, cutting and treatment of flax and tobacco, rabbit trapping, timber and sawmilling, . . . road making, water and sewerage, railway construction work, . . . applying, laying or fixing of bitumen emulsion, asphalt emulsion, bitumen or asphalt preparations, hot pre-mixed asphalt, cold paved asphalt and mastic asphalt, (Other than tar paving or asphalt work in connection with building operations), metalliferous mining, smelting, reducing and refining of ores, dredging or sluicing work, . . . the prospecting, surveying, exploration and drilling for minerals and metals (except as to members of organizations in the shipping industry); . . . timber getting for mining purposes, stone quarrying, land surveying, . . . and all kinds of general labour . . ."

H. C. OF A. 1978. THE QUEEN v. MOORE; EX PARTE FEDERATED MISCELLANEOUS WORKERS' UNION OF AUSTRALIA. Aickin J.

It was not disputed that uranium mining was "metalliferous mining".

The prosecutor, the Federated Miscellaneous Workers' Union of Australia, absorbed the North Australia Workers' Union whose registration was cancelled in 1972 and now has an amended description of industry and an amended eligibility clause which were approved by the Industrial Registrar and the Commission. At all material times since the amalgamation the registered rules of the prosecutor have provided for the enrolment of employees in the building and mining industries in the Northern Territory and the details of the description of industry and eligibility are not presently material.

The President of the Commission found that there was an industrial dispute between the A.W.U., on the one hand, and the mining companies and the project engineers on the other, the subject matter being the appendix to the letter of demand from the A.W.U. of 17th March 1978.

At each mine site the mining operations will be conducted by the open cut method. The works to be carried out during the construction period on each site will include the removal of overburden, the construction of a concentrator, a tailings dam, a retention pond, administration buildings, explosives magazine, water supply, housing areas and internal roads. In one case a major road to the coast will be constructed as well as wharves and loading facilities. Although, to the extent stated above, there will be direct employment by the mining companies and the project engineers, the works will primarily be undertaken by independent contractors.

There were two principal objections taken against the finding of a dispute. The first was that the A.W.U. was seeking to create a dispute in respect of persons who were not, and could not, be members of the A.W.U. in respect of the work involved in the construction period. The second argument was that the project engineers, who were the only respondents who would employ labour, would be engaged in the construction industry and not the metalliferous mining industry, which was said to be the only relevant category of industry. It was also argued that the demand was an endeavour to bind the employers as to the terms on which their sub-contractors would employ labour, and that accordingly, there was no "dispute" within the meaning of the Act. Reliance was placed on *Reg.* v. *Commonwealth Industrial Court Judges*; *Ex parte Cocks* (11), but the facts in the present case do not raise the question which was there decided. There is no room here for the application of that decision.

(11) (1968) 121 C.L.R. 313.

It was acknowledged that the *Metal Trades Case* (*Metal Trades Employers' Association* v. *Amalgamated Engineering Union*) (12) established that a union may effectively create a dispute by making a demand (which is refused or not acceded to) on employers who do not and never have employed any members of the union, if the demand is that they shall not employ any person, whether a member of the union or not, save upon the terms and conditions of the demand. The demand in the present case is expressed in those terms.

The principal argument which was pressed was that the demand was made on employers who had no present intention of employing persons covered by the eligibility clause, because the only prospective employers (the project engineers) were not engaged in the mining industry, but in the construction industry. It is desirable to deal with this argument in relation to the project engineers, merely noting that Pancontinental is plainly engaged in the mining industry and in its case no problem of "coverage" could arise. It does not, in my opinion, follow from the fact that it may be said that an employer is engaged in construction work that he may not also properly be regarded as engaged in activities in or in connexion with metalliferous mining. The question is whether the activity of the project engineers is "in or in connection with metalliferous mining".

Much reliance was placed on the decision of this Court in *Re Federated Liquor and Allied Industries Employees' Union of Australia*; *Ex parte Australian Workers' Union* (13). In that case two companies (the "catering companies") entered into contracts with two mining companies which carried on iron ore mining operations in the North-West of Western Australia to supply and perform catering, cleaning, laundry, housekeeping and garbage services in respect of buildings and housing provided by the mining companies for their employees and their families. The A.W.U. served a log of claims on the catering companies and a consent award was made. However, the Federated Liquor and Allied Industries Employees' Union of Australia applied for a writ of prohibition or alternatively certiorari. It was held by the Court that the employees of the catering companies were not employees in, or in connexion with, an industry of metalliferous mining, and that accordingly no dispute arose in respect of which the Commissioner had any authority to make an award. The applicable principles are stated in the judgment of the Chief Justice, with whom the other members of the Court agreed (14):

(12) (1935) 54 C.L.R. 387.
(13) (1976) 51 A.L.J.R. 266.
(14) (1976) 51 A.L.J.R., at pp. 268-269.

H. C. OF A. 1978. THE QUEEN v. MOORE; EX PARTE FEDERATED MISCELLANEOUS WORKERS' UNION OF AUSTRALIA. Aickin J.

"The Full Court of the Commission answering such submissions said: 'We are of the view that although the catering facilities provided by the respondent employers to those engaged in the mining industry are necessary for those people and would not exist in their absence, the catering industry as performed by Poon Bros. and S.H.R.M. is identifiably different from the mining industry and when a mining employer decides to obtain the services of a contractor instead of himself catering, the catering becomes a service and is not part of the mining industry whatever it may have been before'.

In my opinion, this was a correct view. The business of the respondent companies was quite distinct and separate from that of the mining companies engaged in metalliferous mining. True it is that the respondent companies served the mining companies and provided them with commodities and services the provision of which was desirable if not indeed necessary for the maintenance of the workforce to carry on the mining operations. But that does not mean that in contracting to provide and in providing these commodities and services the respondent companies entered into the business of the mining companies so as themselves to be carrying on metalliferous mining; nor were their employees employed in connexion with that industry. Their businesses remained distinct. Though serving the mining industry, the respondent companies did not carry on metalliferous mining or a business or industry in connexion with metalliferous mining. Although employees of the mining companies who provided food or services of the kind furnished by the respondent companies might have been held to be working in the industry of metalliferous mining, such work done by an independent contractor has a different nature or quality. It cannot be said to be done as an integral part of the metalliferous mining operation. Sir Owen Dixon in *R.* v. *Central Reference Board*; *Ex parte Thiess (Repairs) Pty. Ltd.* (15), thought that the separateness of the establishments in point of control, organization, place, interest, personnel and equipment might furnish a relevant discrimen in deciding the question of fact. Sir John Latham in the same case (16), thought that the substantial character of the industrial enterprise in which the employer and employee were concerned was decisive of the question whether the employee was engaged in an industry of given description. Here the substantial character of the industrial enterprise in which the respondent companies are engaged is that of catering and of providing cleaning, etc. services. That they should at a particular place perform such work exclusively for mining companies and under contract with them does not require or permit the conclusion that in doing so the respondent companies carry on an activity in or in connexion with metalliferous mining or that their

(15) (1948) 77 C.L.R. 123, at p. 141.

(16) (1948) 77 C.L.R., at p. 135.

> employees are employed in or in connexion with such an industry. None of the reasons put forward by the applicant for a contrary conclusion, whether taken separately or cumulatively, warrant such a conclusion."

I have quoted that passage in full because it appears to me to determine the present matter. By way of contrast, the activities of the project engineers in the present case cannot, in my opinion, be said to be "quite distinct and separate from that of the mining companies engaged in metalliferous mining". Here what they are doing is itself part of the business of metalliferous mining, and at the very least it is "in connexion with" that industry. It is, I think, equally clear that there is no "separateness of establishments" in the sense referred to in the passage quoted because on the facts here in question the "establishment" of each project engineer is in truth that of the mining company for the purpose of carrying out the latter company's mining operations during both the construction and the mining stages. Applying the other test quoted, the substantial character of the industrial enterprise in which the project engineers and their employees will be engaged will be in the metalliferous mining industry, notwithstanding that all, or some, of it may properly be called construction work.

In these circumstances it is not necessary to rely on an argument put on behalf of the A.W.U. that at least Bechtel-McKee is engaged in the uranium mining industry because the partnership was formed expressly for that very purpose. It was objected that the partnership was not a corporation and that the employers would be two companies who were principally engaged in the construction industry. If it mattered, I would regard that answer as based on too narrow a view. The employer would be the two partners jointly and their joint activity is confined to the uranium mining industry, including the construction period, whatever they might each do when operating individually.

If it is right to say that the project engineers are engaged in the metalliferous industry, so far as their performance of their contracts to act for the mining companies are concerned, then it must follow that the A.W.U.'s demand was made upon employers engaged in an industry in respect of which its members were eligible under its rules to work.

In my opinion, these considerations are sufficient to dispose of the question whether there is a dispute which the A.W.U. is competent to raise not only against the mining companies, but also against the project engineers. Separate questions may perhaps arise with respect to the kind of award which may be made, but that is not presently relevant.

H. C. OF A. 1978. THE QUEEN v. MOORE; EX PARTE FEDERATED MISCELLANEOUS WORKERS' UNION OF AUSTRALIA.

Because of the view which I have expressed above, it is not necessary to consider the application of that part of the eligibility clause which refers to "all kinds of general labour".

Accordingly, I am of opinion that the application should be refused.

Application for prerogative writs dismissed.

Solicitor for the prosecutor, *Steve Masselos & Co.*

Solicitors for the Australian Workers' Union, *Commins & Co.*

Solicitors for Ranger Uranium Mines Pty. Ltd., Queensland Mines Ltd., Noranda Australia Ltd., Kinhill O'Connor Pty. Ltd. and Stearns Roger Incorporated, *Mallesons.*

Solicitors for Pancontinental Mining Ltd., *Perkins, Stevenson & Linton.*

Solicitors for McKee Pacific Pty. Ltd. and Bechtel Pacific Corporation Ltd., *Moule, Hamilton & Derham.*

R.A.S.

TUNNEL, STATIONS AND DEVELOPMENT
REQUEST FOR PROPOSALS

NOTICE TO PROPONENTS

This Notice to Proponents is to provide further information regarding the Request for Proposals (**RFP**) for the Tunnel, Stations and Development package (**TSD Package**) for the Cross River Rail (**CRR Project**), and is issued in accordance with the RFP.

Unless the context otherwise requires, expressions used in this Notice to Proponents have the meanings given to them in, or for the purposes of, the RFP for the TSD Package.

NOTICE ID:	NTP_TSD41	**DATE OF NOTICE:**	17 JULY 2018

Subject: **Queensland Procurement Policy 2018**

DETAILS OF NOTICE:

The Delivery Authority refers to Volume 1 Part A and Volume 2 of the RFP in relation to the *Queensland Procurement Policy 2017*. The Queensland Government has recently introduced an update to this policy, with the *Queensland Procurement Policy 2018*.

The Delivery Authority advises that it is currently reviewing the implementation of the *Queensland Procurement Policy 2018* in relation to the CRR Project and will advise Proponents by the end of July 2018.

THIS NOTICE INCLUDES THE FOLLOWING ACTIONS FOR PROPONENTS:

	Action	Timing
1.	None required	

QUESTIONS OR COMMENTS:

Please direct any questions or comments with respect to this Notice to Proponents via the Q&A function in the Data Room.

THIS NOTICE INCLUDES THE FOLLOWING ATTACHMENTS:

1. Nil

Delivery Authority Representative
TSD Transaction Lead

Cross River Rail Delivery Authority

TUNNEL, STATIONS AND DEVELOPMENT
REQUEST FOR PROPOSALS

ADDENDUM

This Addendum is provided to advise of amendments to the Request for Proposals (**RFP**) for the Tunnel, Stations and Development package (**TSD Package**) for the CRR Project.

Unless the context otherwise requires, expressions used in this Addendum have the meanings given to them in, or for the purposes of, the RFP for the TSD Package.

ADDENDUM ID:	ADD_TSD08	**DATE OF ADDENDUM:**	10 AUGUST 2018

Subject: **Queensland Procurement Policy 2018 – Best Practice Principles**

DETAILS OF ADDENDUM:

The Delivery Authority previously advised that it was reviewing the implementation of the Queensland Procurement Policy 2018 in relation to the CRR Project (refer to Notice to Proponents NTP_TSD41 (Queensland Procurement Policy 2018) dated 17 July 2018).

Further to that Notice to Proponents, Proponents are advised that, pursuant to Section 25 of Appendix 2 of Volume 1 Part A of the RFP, the RFP is amended as noted below:

DOCUMENT REFERENCE	AMENDMENT(S)
Proposal Requirements (Request for Proposals, Volume 2 - Section R2.15 – Government policy)	**Amend** Section R2.15 of the Proposal Requirements, by **inserting** a new Section R2.15.6 immediately after Section R2.15.5, as set out in Attachment 1 (Best Practice Principles – Amendments to Volume 2) to this Addendum.

The Delivery Authority advises that amendments are also proposed to be made to Volume 1 Part A of the RFP in connection with the Queensland Procurement Policy 2018, which will be advised under a separate Addendum.

THIS ADDENDUM INCLUDES THE FOLLOWING ATTACHMENTS:

1. Best Practice Principles – Amendments to Volume 2

Delivery Authority Representative
TSD Transaction Lead
Cross River Rail Delivery Authority

RETURNABLE R2.15 GOVERNMENT POLICY

R2.15.6

Queensland Procurement Policy 2018 - Best Practice Principles (BPPs)

Key considerations

The Proponent must evidence its demonstrated approach and commitment to addressing, including the application of, the following best practice principles:

(a) workplace health and safety systems and standards;

(b) commitment to apprentices and trainees;

(c) best practice industrial relations; and

(d) history of compliance with procurement tendering and other government policy.

Returnable

The Proponent must:

(a) WHS systems and standards:

(i) Provide information to evidence a demonstrated history of and commitment to compliance with WHS Laws, including:

(A) evidence of historic and ongoing governance to ensure compliance with WHS Laws including electrical safety;

(B) evidence of compliance with Laws relating to workers' compensation;

(C) processes and procedures governing workforce consultation in relation to WHS; and

(D) other practices to improve WHS systems.

This may include reference to the matters contained in Returnable R2.1.

(b) Apprentices and trainees

(ii) Provide information to evidence a demonstrated history of and commitment to training, including the engagement of apprentices and trainees, including:

(A) compliance with the Queensland Government Building and Construction Training Policy. This may include reference to Returnables R2.15.2 and R2.15.3;

(B) the number of apprentices and trainees to be employed as part of the T&S Works;

(C) relevant training and development activities that will be provided in relation to the work;

(D) supporting the delivery of nationally endorsed building and construction competencies; and

(E) other practices or programs to improve opportunities for apprentices and trainees including training and advancement.

(c) Best practice industrial relations:

(i) Provide information to evidence a demonstrated history of and commitment to best practice industrial relations, including:

(A) the industrial relations strategy and an outline for how the Industrial Relations Management Plan required to be provided in accordance with Section 2.17.2 of Annexure D of the PSTR will deliver best practice industrial relations;

(B) information to support how the Proponent's industrial instruments will provide wages and conditions that will attract and retain a high quality and skilled workforce; and

(C) evidence of historic and ongoing governance to ensure compliance with Industrial Relations Laws.

RETURNABLE R2.15 GOVERNMENT POLICY	
	(d) Historical compliance with procurement, tendering and other government policy: (i) Provide information to evidence a demonstrated history of and commitment to compliance with government policies and undertakings given to the government for past projects, including: (A) evidence of how the Proponent has advanced government policy objectives and complied with relevant government policy; (B) its record of compliance with undertakings provided to the Queensland Government during tender processes; and (C) evidence of historic and ongoing governance to ensure compliance with any contracts with the Queensland Government. In preparing the response, the Proponent must evidence how the Proponent will undertake to apply the best practice principles to Subcontractors. Responses should relate to the Proponent and each Key Subcontractor.

CFMEU Construction & General QLD/NT's post

CFMEU Construction & General QLD/NT
8 August 2023 ·

Work on the Cross River Rail project remains stalled amid ongoing safety failures. The government now has no choice but to directly intervene if it is to save this train wreck of a job:

CFMEU

REGIONAL OFFICES

HEAD OFFICE

ONGOING SAFETY FAILURES LEAVE CROSS RIVER RAIL STALLED

August 8, 2023

Two weeks after work stopped on the troubled Cross River Rail project after a near fatal incident, work remains at a virtual standstill with middle management and workers leaving in droves amid CPB's continuing failure to rectify critical safety issues.

"The so-called 'safety reset' that CPB and Minister Mark Bailey promised after a worker was nearly killed in a 12 metre fall from scaffolding is nothing more than window dressing aimed at neutralising a public relations problem," CFMEU secretary Michael Ravbar said.

"Quite simply, workers and large swathes of middle management are refusing to return to normal duties while there remains a very real danger of serious injury or worse. Many more have simply quit and found work on more competently managed jobs."

Safety failings identified by union officials – who until now had been illegally locked out of Cross River work sites by CPB despite holding permits allowing entry – include:

- scaffolding and formwork systems that are not compliant with either legislation or CPB's own engineering plans
- ongoing and unrectified risks of fall from heights and falling objects (such as the incident which saw a forklift cabin smashed by a steel rod a fortnight ago)
- a failure to address serious silica dust issues across the job, particularly in tunnel areas
- structural integrity issues
- serious electrical safety breaches across the project
- rampant use of unqualified visa workers including labourers on student visas

2/2

"This means the immediate removal of Minister Bailey who has known from the start about systemic problems on the site but has ignored multiple and detailed warnings, and instead ran a protection racket for CPB."

"It must also include a binding directive from the government requiring CPB to work with, rather than fight, building unions to properly address these issues. CPB has demonstrated time and again that it can not be trusted to honour its commitments, and views its workforce as little more than expendable items on a spreadsheet."

"It would be hoped that when Minister Bailey fronts parliamentary estimates hearings today he will actually come clean about the scale of the failings at Cross River Rail, rather than spinning yet more fairy floss."

"Cover-up and denial is exactly why this allegedly showpiece state government project is now more than $1 billion over budget, 18 months to two years behind schedule, and a potential death-trap for those trying to build it."

CONTACT: [redacted]

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+ structural integrity issues

+ serious electrical safety breaches across the project

+ rampant use of unqualified visa workers including labourers on student visas

"This is the worst civil engineering project since the deadly Airport Link debacle. Every possible safety regulation has been broken; every possible short-cut has been taken."

"Workers are being asked to work, for example, near an unbraced eight metre high wall, which is the same sort of scenario that saw a worker crushed and killed in Newcastle a few weeks ago," Mr Ravbar said.

"The only reset that will rescue this stranded project now is direct and hands-on intervention by the government."

"This means the immediate removal of Minister Bailey who has known from the start about systemic problems on the site but has ignored multiple and detailed warnings, and instead run a protection racket for CPB."

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