



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Construction, Forestry and Maritime Employees Union
(AG2024/801)

BINGIN HOLDINGS PTY LTD T/AS SUPERIOR FENCES GROUP GOLD COAST LIGHT RAIL STAGE 3 PROJECT AGREEMENT

Building, metal and civil construction industries

DEPUTY PRESIDENT MASSON

MELBOURNE, 2 APRIL 2024

Application for approval of the Bingin Holdings Pty Ltd T/As Superior Fences Group GOLD COAST LIGHT RAIL STAGE 3 PROJECT AGREEMENT

[1] An application has been made for approval of an enterprise agreement known as the *Bingin Holdings Pty Ltd T/As Superior Fences Group GOLD COAST LIGHT RAIL STAGE 3 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 the Construction, Forestry and Maritime Employees Union. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, that commenced operation on 6 June 2023. The *notification time* for the Agreement under s.173(2) was 14 February 2024 and the Agreement was *made* on 8 March 2024. Accordingly, both the *genuine agreement* and the *better off overall test* requirements are those applying on and from 6 June 2023.

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 9 April 2024. The nominal expiry date of the Agreement is 2 April 2028.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE524012 PR772867>

Bingin Holdings Pty Ltd T/As Superior Fences Group
GOLD COAST LIGHT RAIL STAGE 3
PROJECT AGREEMENT

Contents

1. Scope and application of the Agreement	4
2. Date of operation and nominal expiry date.....	4
3. Precedence of NES	4
4. Objectives of Agreement	4
5. Individual Flexibility Agreements	5
6. Consultation	5
7. Disputes Settlement Procedure	6
8. Contract of Employment.....	7
9. Employment Security	7
10. Inclusion	8
11. Casual Employment.....	8
12. Apprentices and Trainees	9
13. Apprentice Training.....	10
14. Training Contributions	11
15. Asbestos and Silica Dust Awareness Training	12
16. Hours of Work	12
17. Shift Work	13
18. Overtime	13
19. Rostered Day Off.....	13
20. Meal and Rest Breaks.....	14
21. Rest Period after overtime.....	15
22. Income Protection.....	15
23. Redundancy Contributions	15
24. Superannuation.....	16
25. Annual Leave	17
26. Other Leave	17
27. Portable Long Service Leave	18
28. Family Violence Leave	18
29. Public Holidays	19
30. Termination of Employment	19
31. Time and Wages Records.....	20
32. Training and Related Matters	21

33. Health and safety representatives	21
34. Procedure for dealing with safety incidents	22
35. Toolbox Meetings.....	23
36. Inclement Weather	23
37. Clothing & Personal Protective Equipment	26
38. Quality Building Materials.....	26
39. Union Representatives and Delegates	27
40. Union Training Leave.....	27
41. Union Delegate Facilities.....	28
42. Wage Rates	29
43. Allowances	30
44. Compliance with this Agreement.....	34
Appendices	35
Appendix A: Standard Definitions	35
Appendix B: Classification Structure and Level Descriptions	38
Appendix C: Impairment Policy	44
Appendix D: Forms and Additional Documents	58
Appendix E: GCLR3 Project Calendar	60
Appendix F: Endorsement of Agreement	64

1. Scope and application of the Agreement

1.1 This Agreement is made under the Fair Work Act 2009 (Cth) and those covered by this Agreement are:

- 1.1.1 Bingin Holdings Pty Ltd T/As Superior Fences Group ABN: (90621838417) (Employer);
- 1.1.2 Employees employed by Bingin Holdings Pty Ltd T/As Superior Fences Group on the Gold Coast Light Rail Stage 3 Project (Project) for which classifications and rates of pay are prescribed by this Agreement (Employees).
- 1.1.3 The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU); and
- 1.1.4 The Construction, Forestry, Maritime, Mining and Energy Union (CFMEU)

1.2 This Agreement shall be read and interpreted wholly in conjunction with the Building Construction General On-site Award 2020 and Plumbing and fire Sprinklers Award 2020 to the extent this Agreement is silent. Where this Agreement is not silent, the conditions of this Agreement shall take precedence and apply to the full exclusion of the relevant provisions under the Award.

2. Date of operation and nominal expiry date

- 2.1 This Agreement will operate on and from the seventh day after approval by the FWC and shall have a nominal expiry date which is four (4) years from the date of approval of the Agreement by the FWC.
- 2.2 This agreement will remain in operation after the nominal expiry date until replaced by another agreement or terminated in accordance with the FW Act.

3. Precedence of NES

- 3.1 This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

4. Objectives of Agreement

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

- 4.1 To establish an agreed set of conditions of employment;
- 4.2 To safely complete quality works ahead of the program timeframe and on or under budget;
- 4.3 To respect and care for the environment in work performed;
- 4.4 To avoid industrial action during the nominal term of this agreement by following at all times the agreed disputes resolution procedures, so as to develop a dispute-free work site culture; and
- 4.5 To ensure all parties covered by this Agreement are afforded procedural fairness and respect at the workplace.

5. Individual Flexibility Agreements

- 5.1 Where the Employer wants to enter into a variation agreement it must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 5.2 The Employer must ensure that any variation agreement is genuinely agreed to by the Employer and the Employee and that the terms of the variation agreement:
 - 5.2.1 Are about permitted matters under section 172 of the FW Act; and
 - 5.2.2 relates only to:
 - a) salary sacrifice agreements;
 - b) reduction in ordinary hours;
 - c) increase in annual leave accrual each year;
 - d) increase in wages;
 - e) increase in training leave (Union or otherwise);
 - f) are not unlawful terms under section 194 of the FW Act; and
 - g) result in the Employee being better off overall than the Employee would be if no arrangement (variation agreement) was made.
- 5.3 The Employer must also ensure that any such variation agreement is:
 - 5.3.1 in writing (including details of the terms that will be varied, how the variation agreement will vary the effect of the Enterprise Agreement terms, how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences);
 - 5.3.2 includes the name of the Employer and Employee;
 - 5.3.3 signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee;
 - 5.3.4 provided to the Employee within 14 days after it is agreed to; and
 - 5.3.5 able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

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

6. Consultation

- 6.1 Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the term.
- 6.2 Consultative Committees may be set up for this purpose.
- 6.3 If the Employer has made a decision to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, the Employer must consult with the Employee(s) who will be affected by the decision.
- 6.4 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.
- 6.5 For the purposes of the discussion the Employer will provide the relevant Employees and/or their nominated representative/s in writing:

- 6.5.1 all relevant information about the change including the nature of the change proposed;
 - 6.5.2 information about the expected effects of the change on the Employees; and
 - 6.5.3 any other matters likely to affect the Employees.
- 6.6 However, the Employer is not required to disclose confidential or commercially sensitive information.
- 6.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 6.8 "Significant Effect" under clause 6.3 above includes termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.
- 6.9 Consultation about changes to rosters or hours of work
- Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) affected and, if required their representative, about the proposed change.
- 6.10 As soon as practicable after proposing to introduce the change, the Employer must:
- 6.10.1 discuss with the relevant Employees the introduction of the change;
 - 6.10.2 if requested by the Employees, and for the purposes of the discussion, provide to the relevant Employees and their representative details of the following in writing:
 - a) all relevant information about the change, including the nature of the change;
 - b) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - c) information about any other matters that the Employer reasonably believes are likely to affect the Employees;
 - 6.10.3 invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities), and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their Union; and
 - 6.10.4 The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

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

7. Disputes Settlement Procedure

- 7.1 A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any Employee 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:
- 7.4.1 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.
 - 7.4.2 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.
 - 7.4.3 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.
 - 7.4.4 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.

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. Contract of Employment

- 8.1 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 Employer.
- 8.2 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.
- 8.3 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 for the first twelve months of the Employee's absence. The Employer shall continue to make contributions (and where applicable, reports of service) on behalf of the Employee to the relevant contribution funds. The Employee shall also continue to accrue all appropriate leave entitlements for the first twelve months of the Employee's absence due to the workers compensation claim.

9. Employment Security

- 9.1 Without limiting the Employer's right to determine its operational requirements the Employer will encourage the continuity of employment for permanent Employees with the aim of ensuring that permanent employment opportunities are not eliminated or eroded in-so-far as it is reasonably practicable to do so.
- 9.2 The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Agreement.
- 9.3 The Employer is also committed to maintaining a stable and skilled workforce, having regard to the contribution that a stable and skilled up workforce has for Employee's job security. The Employer also acknowledges that use of subcontractors or supplementary labour may amount to a workplace concern on the part of Employees. The Employer will take all reasonable measures to achieve employment security for the Employees in-so-far as it is practicable to do so.
- 9.4 If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee's under this Agreement, the Employer must consider any matters raised in

consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.

- 9.5 Following consultation and subject to this clause, the decision whether to engage supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the dispute's settlement procedure under this Agreement. The Employer will ensure that all supplementary labour are bona fide contractors and engage their employees on lawful terms and conditions.

10. Inclusion

First Nations People

- 10.1 The Employer recognises there is a significant Aboriginal and Torres Strait Islander (ATSI) population within Queensland and is committed to ensuring a significant representation of people who identify themselves as ATSI.
- 10.2 The Employer will ensure that all Employees receive cultural awareness training as part of the site induction process to ensure that all workers are made aware of the history and spiritual connection that Traditional Owners have with the area where the work is being performed.
- 10.3 A 'Welcome to Country' ceremony will be arranged with the Traditional Owners as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation. The Employer will also implement policies that ensure:
- access to annual leave for participation in cultural and ceremonial activities;
 - skill and career development opportunities for ATSI Employees; and
 - the development of retention and promotion for ATSI Employees.

Women in the Industry

- 10.4 Parties respect equal employment opportunity and it is recognised the demographic of the construction industry could be more diverse. To that end, the Parties support the promotion of women into the industry and shall discuss means to achieve this objective including ways to encourage and assist women to seek and maintain employment in the construction industry.

11. Casual Employment

- 11.1 An Employee is a casual Employee if they are defined to be in accordance with the FW Act. 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.
- 11.2 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 clauses relating to annual leave, paid community services leave, paid personal (including carer's leave), and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid compassionate leave and carer's leave and other unpaid leave in accordance with the NES.
- 11.3 Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Casual Employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the relevant fares and travel allowance prescribed in this Agreement. On Saturdays and Sundays, a casual Employee is entitled to payment for a minimum of four (4) hours, plus the relevant fares and travel allowance as applicable.
- 11.4 A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed for the Employee's classification.
- 11.5 A casual Employee required to work overtime, or weekend work shall be entitled to the relevant penalty rates prescribed in this Agreement:

- 11.5.1 where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate for the Employee's classification;
 - 11.5.2 where the relevant penalty rate is double time, the Employee shall be paid 225% of the hourly rate prescribed for the Employee's classification; and
 - 11.5.3 where the relevant penalty is a public holiday, the Employee shall be paid 275% of the hourly rate prescribed for the Employee's classification.
- 11.6 For the purposes of clarity, the applicable contributions to the relevant superannuation, redundancy trust and income protection or other funds nominated herein and as provided in the relevant clause, 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.
- 11.7 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.
- 11.8 Casual Conversion
- Casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of six-weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. The decision as to whether a regularly and systematically engaged casual Employee is made permanent is a decision of the Employer.

12. Apprentices and Trainees

- 12.1 Apprentices/Trainees shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement.
- 12.2 For clarification, in addition to the applicable rates of pay, Trainees are entitled to receive full daily travel, redundancy contributions, superannuation, relevant welfare fund contributions and any other entitlements in accordance with this Agreement. Such entitlements shall not be paid at rates applicable to Apprentices. Payments will be made into funds nominated in the definitions of this Agreement.
- 12.3 Training arrangements for Apprentices/Trainees shall be as provided in QIRC Order (No.B585 of 2003) Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003.
- 12.4 Apprentices/Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.
- 12.5 The Employer shall be responsible for meeting all costs associated with Apprenticeship/Traineeship training, including any student registration, tuition fee or other course costs.
- 12.6 During the first year of an Apprenticeship, tools to the minimum retail value of \$600.00 shall be supplied by the Employer within a period of three months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs.
- 12.7 During the second and subsequent years (or part of a year) of apprenticeship tools to the retail value of \$600.00 shall be supplied by the Employer within a period of three months from the commencement date of each such year (or part of a year) of the indentured Apprenticeship.
- 12.8 Where an Apprentice has entered a Competency Based Training document, the provision of tools will be on the following basis:
 - during the term of Apprenticeship, an Employer shall, in respect of each level of the Apprenticeship program, supply the Apprentice with tools of trade, to a minimum retail value of \$600.00;
 - the supply of tools of trade for each level of the program shall be linked to the successful achievement of competencies or, where appropriate, the demonstration of approved levels of progression towards the achievement of competencies as prescribed by the relevant National Training Package or in the relevant

Award;

- supply of tools will occur no later than three (3) months after the expiry of the probationary period or within a period of six (6) months from the date of commencement of the employment, whichever first occurs, and no later than three (3) months into subsequent levels of the Apprenticeship;
- apprentices employed under part-time or school-based arrangements shall be entitled to a supply of tools consistent with the requirements as outlined in clause 12.6 and clause 12.7 above.

13. Apprentice Training

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

- if the Employer employs seven (7) or more tradespeople in any one classification it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme;
- the Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavour to maintain at least one apprentice to every seven (7) tradespeople; and
- if the Employer does not currently have an apprentice as provided for in paragraph (a) above, reasonable time shall be allowed to enable the Employer to comply with this clause. Further, the Parties are committed to a strong ratio of apprentices in the industry.

Apprentice Wage Rates (Construction and Plumbing Trades)

Level	% of Base Trade Rate	1 July 2021	1 July 2022	1 July 2023	1 July 2024	1 July 2025
Stage 1	55%	\$29.57	\$30.46	\$31.38	\$32.32	\$33.29
Stage 2	65%	\$34.95	\$36.00	\$37.08	\$38.19	\$39.34
Stage 3	80%	\$43.02	\$44.31	\$45.64	\$47.01	\$48.42
Stage 4	90%	\$48.40	\$49.85	\$51.35	\$52.88	\$54.47

Adult apprentices:

13.2 Adult means any person who is 21 years of age or over at the time of commencing an apprenticeship.

13.3 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 B of this Agreement.

- 1st Year 75%
- 2nd Year 80%
- 3rd Year 84%
- 4th Year 90%

13.4 Existing Employees:

- 13.4.1 Existing Employee will mean a person who has been employed by the Employer in a calling, or classification, relevant to the apprenticeship for at least three months immediately prior to becoming an apprentice with that Employer.
- 13.4.2 Existing Employees may participate in apprenticeships. 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 13.4.1.
- 13.4.3 Where existing Employees commence an apprenticeship, 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.
- 13.4.4 Existing Employees shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice.
- 13.4.5 Provided that an existing Employee who was engaged as a casual Employee prior to becoming employed as a full-time or part-time apprentice shall not be entitled to retain casual loading.
- 13.4.6 An existing Employee shall maintain continuity of employment despite having entered into an apprenticeship.
- 13.4.7 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 provided there is a suitable position to be redeployed to on the Project.

14. Training Contributions

Plumbing Trades Training Levy

- 14.1 STQ is a partnership between the CEPU (as the Plumbers Union Qld) and the Services Trades sectors of: plumbing; air conditioning and mechanical services; and fire protection.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 The Employer agrees to support STQ by contributing \$20.00 weekly for each Employee engaged under a Plumbing, Mechanical Plumbing, Sprinkler Fitting or Pipe Trade classification, including casuals, apprentices and trainees, who is paid in accordance with this Agreement under the classifications set out in this Agreement.
- 14.6 To avoid all doubt, this amount is paid in addition to all payments set out in this Agreement.
- 14.7 Contributions will continue to be paid on behalf of an Employee during any absence of authorised leave, and during any absence of paid leave (including periods on WorkCover (for the first 12 months), CIPQ and QLeave).

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

15. Asbestos and Silica Dust Awareness Training

- 15.1 The Employer agrees that, within three months of the commencement of this Agreement, it will schedule training (for each employee covered by this Agreement) in the following nationally accredited asbestos and silica dust awareness training courses:

- 11004NAT Identification and Awareness of Asbestos Containing Materials
- 10830NAT Course in Crystalline Silica Exposure Prevention

- 15.2 Further, the Employer agrees that it will, within three months of each new Employee commencing employment, ensure that the Employee successfully completes the abovementioned training course.

- 15.3 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.

16. Hours of Work

16.1 Ordinary hours

Except as provided elsewhere in this Agreement, the ordinary working hours will be 36 hours per week (7.2 hours per day) worked between 6.00 a.m. and 6.00 p.m. Monday to Friday. Typically, work should not commence later than 7.00am. All time worked outside these hours shall be by consultation with the affected Employees concerned and paid at overtime rates.

16.2 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:

- 16.2.1 provide not less than 48 hours' notice to affected Employees of the change to start and finish times; and

- 16.2.2 have regard to the intention of avoiding excessive overtime.

16.3 Overtime

It is the intention of the Employer and Employees that excessive overtime will not be worked.

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

- 16.4.1 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;

- 16.4.2 the Employee's personal circumstances including any family responsibilities;

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

- 16.4.4 any other relevant matter.

16.5 RDO and Weekend Work

- 16.5.1 The provisions of this Agreement relating to RDOs will apply to work conducted under this clause.

16.5.2 Where ordinary hours are worked on a Saturday the Employees will be paid at the rate of time and a half for the first two hours and double time thereafter; and

16.5.3 Where the ordinary hours are worked on a Sunday the Employees will be paid at the rate of double time for all hours worked (unless a higher rate is provided in accordance with this Agreement, for example a public holiday or during Christmas shutdown).

17. Shift Work

17.1 Shift work is a necessary feature of the Employer's operation and Employees may be required to work shift work in accordance with operational needs. Shift work meaning ordinary hours worked outside or partly outside of the ordinary span of hours of at least 5 consecutive shifts may be worked to suit the operational requirements. The requirement to work shift work will only occur after consultation with the appropriate Employees.

17.2 For the purposes of this clause:

17.2.1 Afternoon shift means a shift starting at or after 10.00am and before 8.00pm;

17.2.2 Night shift means a shift starting at or after 8.00pm and before 6.00am; and

17.2.3 Day work (i.e. work commencing between 6.00am and 10.00am) is not shift work.

17.3 Shift Workers will be paid the following rates for Ordinary Hours Worked:

17.3.1 Afternoon Shift- Wage Rate plus 15% of the Wage Rate; and

17.3.2 Night Shift - Wage Rate plus 30% of the Wage Rate.

17.4 Shift loading shall not apply to shift work performed on a Saturday or Sunday.

17.5 Where an Employee works shifts for less than five successive days, double the Wage Rate will be payable in lieu of the applicable shift loading.

17.6 All time worked by a shift worker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of double time. Provided that this will not apply when the overtime is worked by arrangements between the Employees themselves or for the purpose of effecting the customary rotation of shifts.

18. Overtime

18.1 All time worked outside of or in excess of the ordinary hours, shall be paid at time and a half for the first two (2) hours and double time thereafter (provided that a higher penalty elsewhere in this Agreement does not apply).

19. Rostered Day Off

19.1 Ordinary working hours will be scheduled in a 10-day cycle, Monday to Friday inclusive, with eight (8) ordinary working hours worked for each of nine (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).

19.2 The purpose of a RDO is to ensure the Employer manages the fatigue levels of Employees on the GCLR3 Project, enabling a safe and productive worksite. In that regard:

19.2.1 Designated industry rostered days are scheduled to be taken off by an Employee for every 12 months' continuous service in accordance with the dates set out in the building industry calendar published annually.

19.2.2 An additional 13 designated GCLR3 Project rostered days will be taken off by an Employee for every 12 months of continuous service. GCLR3 Project rostered days may be scheduled based on designation/classification types to provide for a greater work life balance for Employees without impacting operational continuity or productivity. Furthermore, without impacting operational continuity

or productivity, GCLR3 Project rostered days may be scheduled to coincide with additional rostered days off.

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

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

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

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

19.7 Where the Employer wants an Employee or Employees to work on an RDO, the following process shall be followed:

19.7.1 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

19.7.2 The Employer must consult with the affected Employee(s); and

19.7.3 Provide affected Employee/s the opportunity to notify the Union using the form provided for in Appendix E, or other chosen representative/s in writing (or email) prior to the RDO that work will be performed.

19.8 The Employer is committed to providing as much notice as is reasonably practicable for a requirement to work. Wherever possible, the process outlined above will occur at least 7 calendar days prior to the RDO in question.

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

19.9.1 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;

19.9.2 the Employee's personal circumstances including any family responsibilities;

19.9.3 any other relevant matter; and

19.9.4 payment for working a scheduled RDO shall be at Saturday rates of pay, in accordance with the award in addition to the loadings listed above, Employees will be provided a day in lieu for each RDO that they are required to work. Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the Employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

20. Meal and Rest Breaks

20.1 Day Workers and Shift Workers working more than five (5) Ordinary Hours each day shall be entitled to one daily:

20.1.1 Paid rest break of 20 minutes in duration; and

20.1.2 An unpaid meal break of 30 minutes in duration.

20.2 For Day Workers, and unless otherwise agreed, the paid rest break is to be taken between 9am-11am and unpaid meal break from midday – 2pm.

20.3 For Shift Workers, and unless otherwise agreed, the rest break will occur between the second and fourth hour from commencement of shift. The meal break will occur between the fifth and seventh hour from commencement of shift.

20.4 Day Workers and Shift Workers who are required to work overtime on a Saturday or Sunday, or a rostered day off, shall be entitled to:

20.4.1 A paid crib break of 20 minutes after each five (5) hours worked if the work is scheduled to continue after the break. Payment for this crib break shall be at the prevailing overtime rate.

20.4.2 A second paid crib break of 20 minutes will be due if working eight (8) hours or more, paid at the prevailing overtime rate.

20.4.3 Subsequent paid crib breaks of 20 minutes for each additional period of four (4) hours worked after the entitlement in Subclause 20.4.2.

20.5 Meal and rest breaks will be taken at time(s) agreed between the Employer and the majority of Employees affected in accordance with the above provisions, and may be staggered by the Employer to meet work requirements. In the absence of agreement, the Employer is entitled to determine the time for taking breaks consistent with the principles in 20.2 and 20.3 as applicable.

21. Rest Period after overtime

21.1 An Employee who works so much overtime between the end 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 shall, subject to this Subclause, 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.

21.2 If on the request of the Employer, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee shall be paid double time until he or she is released from duty for a 10 hour rest period.

22. Income Protection

22.1 To make up for absence without pay due to incapacitation of the Employee, the Employer will provide income protection insurance for Employees covered by this Agreement.

22.2 The following funds have been identified as applicable for the purposes of the provision of income protection insurance:

22.2.1 All classifications under this agreement: CIPQ

22.3 The Employer shall contribute no less than \$40.30 per week.

22.4 To remove any doubt, the contribution will not be paid directly to the Employee.

22.5 If the Employer does not contribute to an applicable income protection fund the amount required under clause 22.3 above in respect of each and every Employee, the Employer will pay an additional \$1,500 per week on top of what benefit the policy provides and also reimburse the Employee for costs (i.e. medical expenses, claims management and rehabilitation expenses) incurred by the Employee, for a period of three (3) years in the event that an Employee is unable to make a claim because of the non-payment by the Employer.

23. Redundancy Contributions

23.1 The Employer will ensure that a weekly amount is paid equal to the following:

- \$77.00 per Employee effective first pay period from commencement;
- \$81.00 per Employee effective first pay period July 2022;

- \$85.00 per Employee effective first pay period July 2023; and
- \$89.00 per Employee effective first pay period July 2024.

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

- 1st stage – 50%;
- 2nd stage – 60%;
- 3rd stage – 75%; and
- 4th stage – 90%.

23.3 The following funds have been identified as applicable for the purposes of the provision of redundancy Trust Funds:

- All classifications under this agreement : BERT

23.4 Where the Employee is with BERT and their balance in the Employee's Redundancy fund reaches \$15,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund. It is the Employee's option only. If the employee opts, they can have the equivalent monies directed as a co-contribution into their superannuation. 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.

23.5 In the case of contributions made to Employees who have BERT redundancy account, the Employer must also contribute the amounts prescribed below. In the case of the construction worker, mobile crane, piling and plumbing and mechanical service classifications the payment is to be made to BEWT and in the case of electrical worker classifications payment is to be made to JetCo an amount equal to the following:

- \$10.00 per Employee effective first pay period from commencement;
- \$10.00 per Employee effective first pay period July 2022;
- \$10.00 per Employee effective first pay period July 2023; and
- \$10.00 per Employee effective first pay period July 2024.

Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming workers' compensation for a maximum period of 12 months.

23.6 Where the Employee's balance in the Employee's Redundancy fund reaches \$15,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund. It is the Employee's option only. Where an Employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.

23.7 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.

24. Superannuation

24.1 The Employer shall pay superannuation in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time but shall be no less than 10% of ordinary time earnings into an eligible

fund as defined in this Agreement.

24.2 The Employer shall pay superannuation in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time. Superannuation for Employees must be paid in accordance with the provisions of this clause. Contributions shall be no less than the amounts prescribed, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out below.

24.3 In the absence of an Employee having an existing superannuation fund, or nominating a superannuation fund, the Employer will make contributions to one of the following funds as the default fund until such time as an Employee superannuation standard choice form is returned:

- BUSS(Q) – for civil workers, plumbing and pipe trades;

24.4 The Employer will contribute on behalf of each Employee the following amount of ordinary time earnings:

- 10.5% - effective first full pay period July 2022
- 11% - effective first full pay period July 2023
- 11.5% - effective first full pay period July 2024

24.5 Contributions to the Employee's Superannuation 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.

25. Annual Leave

25.1 Employees shall be entitled to annual leave in accordance with the FW Act. For the period, if any, that an Employee is engaged as a Continuous Shift Worker as defined in this Agreement, they will be entitled to a pro-rata accrual of five (5) weeks annual leave per annum for the purposes of the National Employment Standards. The Employee and the Employer may agree on separate periods of annual leave of one (1) day's duration.

25.2 The Employer may direct Employees to take leave on one month's notice. This direction may require Employees to take annual leave, or if Employees have not accrued sufficient annual leave entitlements, Employees will be required to take leave without pay for the balance of the leave period. In circumstances where such a direction would result in an Employee's annual leave balance to be less than five (5) days, the Employee may elect to take leave without pay to maintain up to five (5) days of annual leave entitlements.

25.3 Annual leave loading of 17.5% shall be paid in addition to the Employee's Weekly Wage Rate (exclusive of weekend loadings, overtime and allowances).

25.4 Instead of the payment in respect of annual leave loading provided for in clause 25.3, an Employee who would have worked on shift work had they not been on leave and where the Employee would have received shift loadings prescribed by Clause 17, 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 will be applied instead of the 17.5% loading.

25.5 Accrued, but untaken, annual leave is paid out on termination of employment in accordance with the NES.

26. Other Leave

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

- 26.1.1 personal illness or injury (sick leave);
- 26.1.2 for the purposes of caring for partners, children and/or other household or family members who are sick or in a personal emergency and require the Employee's care and support (carer's leave); or
- 26.1.3 Compassionate/Bereavement leave

26.2 Personal leave shall accrue as follows:

26.2.1 Three (3) days in the first month and then one (1) additional day at the beginning of each of the next nine (9)-calendar months will be available in the first year of employment;

26.2.2 12 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement; and

26.2.3 All unused personal leave is cumulative.

26.3 If required by the Employer, when an Employee is absent for more than two-consecutive days the Employee is required to give the Employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

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

26.5 Parental Leave will be in accordance with the FW Act or the Employers policy, whichever is more beneficial.

27. Portable Long Service Leave

27.1 Employees covered by this Agreement shall be entitled to long service leave in accordance with the provisions of the relevant State or Territory Long Service Leave Act provided that where Employees meet the eligibility criteria for portable long service leave provisions under the relevant State or Territories Legislation then such provisions will prevail for long service leave purposes.

28. Family Violence Leave

28.1 For the purposes of this clause, family violence is behaviour by a person towards a family member of that person if that behaviour:

28.1.1 is physically or sexually abusive;

28.1.2 Is emotionally or psychologically abusive;

28.1.3 is economically abusive;

28.1.4 is threatening;

28.1.5 is coercive;

28.1.6 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

28.1.7 behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to above.

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

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

28.2.2 a person who has, or has had, an intimate personal relationship with the relevant person;

28.2.3 a person who is, or has been, a relative of the relevant person;

28.2.4 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

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

28.3 For the purposes of clauses 28.2.2 and 28.2.5, a relationship may be an intimate personal relationship whether or not it is sexual in nature.

28.4 Confidentiality

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

28.5 Leave

- 28.5.1 An Employee experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed for their classification by this Agreement applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.
- 28.5.2 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.
- 28.5.3 The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.
- 28.5.4 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.
- 28.5.5 For the avoidance of doubt, family violence leave does not cumulate from year to year and is not paid out on termination of employment.

For clarity, unpaid family and domestic violence leave is available in accordance with the Award.

29. Public Holidays

- 29.1 All Employees (excluding casual Employees) shall be entitled to the following public holidays, without deduction from the Employee's Wage Rate: Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Labour Day, Local show day, Queens Birthday and any other locally gazetted half or full day public holidays.
- 29.2 Any Employee required to work on a public holiday nominated herein shall be paid at the rate of double time and a half of the Wage Rate for all time so worked.

30. Termination of Employment

- 30.1 Employment may be terminated by an Employee (excluding casuals) or the Employer by giving the following notice in writing:

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 no more than 5 years	3 weeks notice
More than 5 years	4 weeks notice

- 30.2 If the Employee is over 45 years old at the time notice of termination is given and the Employee has completed at least two (2) years of continuous service with the Employer, the Employee will be entitled to an additional one week's notice.
- 30.3 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 and not require the Employee to work out the notice period.

30.4 If an Employee fails to give the required notice, or gives notice but leaves before the end of the notice period, they shall forfeit payment for the notice period (or that part of the notice period not worked) unless mutually agreed otherwise.

30.5 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 notice for serious misconduct, in which case an Employee shall only be entitled to be paid for the time worked up to dismissal.

30.6 Subclauses 30.1 and 30.2 shall not apply to Employees who are engaged on a limited tenure/specified task(s) basis, or on a casual basis.

31. Time and Wages Records

31.1 Particulars of details of payment to each Employee must be included in a statement provided to the Employee at the time payment is made and will contain the following information:

- name of Employer;
- name of Employee;
- Employee's classification;
- date of payment and period covered by wage statement;
- details of the number of ordinary hours worked;
- details of the number of overtime hours worked;
- the ordinary hourly rate and amount paid at that rate;
- the overtime hourly rates and the amounts paid at that rate;
- the gross wages paid;
- the net wages paid;
- details of any deductions made from wages;
- details of all accrued entitlements such as RDOs, personal leave, annual leave etc.; and
- details of the Employer Superannuation contribution, including when the contribution was made and the amount details of the Employee contribution, including when contribution was made and the amount.
- Details related to Income Protection insurance

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

- the Employee's date of birth;
- date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;
- the Employee's tax file number;
- the Employee's Superannuation Membership number;
- daily details of work including;
 - Daily start time and finish time;
 - Time lunch and crib breaks taken;
 - Total ordinary hours worked and resulting wage;
 - Total time and a half hour worked and resulting wage;
 - Total double time hours worked and resulting wage;
- details of allowances paid;
- details and payment for RDOs, Personal and annual leave, public holidays;
- details of deductions;
- details of additions;
- total gross allowances paid per week and year to date;

- total gross wages paid per week and year to date;
- tax deducted from wages per week and year to date;
- net wages per week and year to date;
- RDO's, sick and annual leave accrued per week and year to date;
- Superannuation and Redundancy contributions paid per week and year to date; and
- Details related to Income Protection insurance

32. Training and Related Matters

- 32.1 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. For the avoidance of doubt, this commitment shall be consistent with, but not in addition to, the Employer's BPP obligations and/or associated contractual obligations. Where a discrepancy exists, the Employer's BPP obligations and/or associated contractual obligations shall prevail.
- 32.2 Where possible training and skill development is to be carried out in normal working hours. It is agreed that no Employees will suffer loss of pay as a result of participating in training required by the Employer.
- 32.3 This commitment will be met by the Employer assessing an Employee's current skills and training against the Project's Training Needs Analysis and/or operational requirements as determined by the Employer from time to time. Where any skill deficiencies or opportunities for career development are identified through the assessment process, the necessary training and upskilling will be provided to attain the relevant Employer, project, state based and/or nationally recognised qualifications or endorsements.
- 32.4 The Employer will bear all costs associated with the provision of the training, including costs and material costs and the provision of the Employee's wages for the period of the training.
- 32.5 The Employer confirms that any engagement of labour through visa provisions will be consistent with the obligations set out in the Building Code.
- 32.6 The Employer agrees that it will, within seven (7) days of receiving a written request from an Employee including any persons nominated by either party to be their representatives (including the Union), provide the Employee with evidence to demonstrate compliance with the Employer's BPP commitments and other relevant commitments set out in this clause such as the number of apprentices and visa holders.
- 32.7 Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

33. Health and safety representatives

- 33.1 Any Employees elected as a workplace HSR (Health and Safety Representative) will undertake a training course approved by the State or Commonwealth Government and provided by the Employer within six (6) weeks of being elected, at no cost to the Employee.
- 33.2 The Employer and its Employees will comply with Part 5 of the WHS Act – Consultation, representation and participation in relation to the establishment of a health and safety committee;
- 33.3 The health and safety representative(s) (HSRs) shall be elected by the Employees on the job on a democratic basis, and shall be subject to recall by a similar process.
- 33.4 Parties covered by this Agreement recognise the important role of HSRs. The HSRs have a key role in the early intervention in health and safety issues under this Agreement.
- 33.5 The HSR shall be allowed to consult with any party reasonably required to act on matters directly concerning the safety of workers and promote the safe conduct of work generally.

33.6 A health and safety representative will be allowed reasonable paid time during working hours to attend to occupational health and safety matters affecting Employees he/she represents providing that the Representative informs their manager they are leaving their work area, where they are going and an estimate of how long they expect to be.

34. Procedure for dealing with safety incidents

34.1 The Employer and the Employees, including any persons nominated by either party to be their representatives (including 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 and the WHS Act.

34.2 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:

34.2.1 the Principal Contractor (as defined in the WHS Act) – the Project Director or any other person nominated by the Principal Contractor

34.2.2 the Employer – the Project Director or any other person nominated by the Employer; and

34.2.3 the Employees – person nominated by the Employee (e.g. Union or other representative).

Collectively referred to as "Nominated Parties"

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

34.3.1 Inspect any work system, plant, substance, structure or other thing relevant to resolving the issue;

34.3.2 Consult with relevant Employees in relation to resolving the issue;

34.3.3 Consult with the relevant PCBU (as defined in the WHS Act) about resolving the issue;

34.3.4 Inspect and take copies of any document that is directly relevant to resolving the issue; and

34.3.5 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.

34.4 The Nominated Parties may commence the procedure by informing, either by themselves or their representative, the other Parties that:

34.4.1 The issue remains unresolved and therefore requires escalation to the Nominated Parties; and

34.4.2 The nature and scope of the issue that requires resolution.

34.5 As soon as the Parties are informed of the issue, the Nominated Parties must meet or communicate with each other to attempt to resolve the issue. The Nominated Parties must have regard to all relevant matters including:

34.5.1 the degree and imminent risk to the Employees or other persons affected by the issue;

34.5.2 the number and location of Employees and other persons affected by the issue;

34.5.3 the potential for this risk issue to occur with other workgroups, locations or future stages;

34.5.4 the measures both temporary and permanent that must be implemented to resolve the issue;

34.5.5 who will be responsible for implementing the resolution measures;

34.5.6 whether the hazard or risk can be isolated; and

34.5.7 the time that may elapse before the hazard or risk is permanently corrected.

34.6 Once the issue is resolved, details of the issue and its resolution may be set out in writing by the Employer, if requested by any of the Nominated Parties. If a written resolution is prepared in accordance with this clause, all

Parties must be satisfied that the document reflects the resolution of the issue with a copy given to all Nominated Parties. The issue, once resolved, shall be recorded in the next safety committee meeting minutes with the agreed resolution.

34.7 The Nominated Parties must make reasonable efforts to achieve a permanent, and where necessary a temporary, resolution of the issue within a reasonable timeframe. 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.

34.8 Direction to cease work

34.8.1 If –

- (a) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and
- (b) the issue concerns work which involves an immediate threat to the health and safety of a 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 34.4 above –

34.8.2 The Employer, an Employee and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, direct that the work is to cease.

34.8.3 Where it is reasonably practicable for the Employer, an Employee and/or the health and safety representative to consult prior to the work being directed to cease, the relevant parties shall do so. Where it is not reasonably practicable to do so, the party directing the work to cease shall immediately contact the other parties, informing them of the issue and the actions taken. The parties shall then follow the processes set out in clause 34.4.

34.8.4 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.

35. Toolbox Meetings

35.1 At least one toolbox meeting will be convened by the Employer per site, each month to facilitate and foster communication and consultation. Items to be discussed at each meeting may include; programming of site work, site issues, work health and safety, job design, productivity issues, management policies, compliance, wages and conditions, compliance with statutory obligations and any other relevant issue raised.

35.2 Notice of the meeting will generally be given at least one (1) week prior to the scheduled date, although this shall not prevent a monthly toolbox or any extraordinary toolboxes as required from being convened.

35.3 Toolbox meetings are intended to be informative, promote open dialogue and drive a collaborative partnering approach between all parties, all parties commit to raising and discussing any matters reasonably known prior to the toolbox meeting and upholding these principles.

36. Inclement Weather

36.1 Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme hot 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.

36.2 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 36.1 apply.

36.3 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.

- 36.4 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.
- 36.5 Where a concrete pour is completed in accordance with clause 36.4, 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.
- 36.6 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 this clause.
- 36.7 If an Employee commences employment during a four (4) week period the Employee will be credited with:
- 36.7.1 32 hours where the Employee commences on any working day within the first week;
 - 36.7.2 24 hours where the Employee commences on any working day within the second week;
 - 36.7.3 16 hours where the Employee commences on any working day within the third week; and
 - 36.7.4 8 hours where the Employee commences on any working day within the fourth week in any four (4) week period.
- 36.8 An Employee working on a part-time basis will 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 daily hire employee's proportionate employment will be as follows:

32 x Number of hours agreed to be worked during the 4 week period

152

- 36.9 Inclement weather occurring during overtime will not be taken into account for the purposes of this clause and Employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours.
- 36.10 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.
- 36.11 Subject to the availability of alternative work in an Employee's classification, an Employer may require Employees to transfer:
- 36.11.1 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
 - 36.11.2 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.
- 36.12 Additional wet weather procedure
- 36.12.1 Remaining on site
 - 36.12.2 Where, because of wet weather, the Employees are prevented from working:

- (a) for more than an accumulated total of 4 hours of ordinary time in any one day; or
 - (b) after the meal break, as provided in clause 20, for more than an accumulated total of 50% of the normal afternoon work time; or
 - (c) during the final two (2) hours of the normal workday for more than an accumulated total of one (1) hour;
- 36.12.3 the Employer will not be entitled to require the Employees to remain on site beyond the expiration of any of the above circumstances.
- 36.12.4 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 36.12.1.
- 36.12.5 Rain at starting time
- 36.12.6 Where the Employees are in the sheds, because they have been rained off, or because it is at starting time, morning tea, or lunch time, and it is raining, they will not be required to go to work in a dry area or to be transferred to another site unless:
 - (a) the rain stops; or
 - (b) a covered walkway has been provided; or
 - (c) the sheds are under cover and the Employees can get to the dry area without going through the rain; or
 - (d) adequate protection is provided.
- 36.12.7 Protection must, where necessary, be provided for the Employees' tools.
- 36.13 Under this Agreement when air temperature reaches:
 - 36.13.1 35°C; or
 - 36.13.2 29°C and 75% humidity or more, after three hours from commencement of the shift in South East Queensland it shall constitute inclement weather (Extreme Hot Weather).
- 36.14 Before finishing work, Employees should be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 36.15 below. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. BOM weather stations used for weather observations shall be the closest to the project and or with similar weather conditions.
- 36.15 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:
 - 36.15.1 rescheduling work so the hot tasks are performed during the cooler part of the day;
 - 36.15.2 where possible, reducing the time spent doing hot tasks (for example, by job rotation);
 - 36.15.3 where possible, arranging for more workers to do the job;
 - 36.15.4 providing extra rest breaks in a cool area;
 - 36.15.5 providing cool drinking water and ice (machines) near the work site;
 - 36.15.6 increasing air movement by fans or coolers;

- 36.15.7 installing shade cloth to reduce radiant heat from the sun; and
- 36.15.8 consideration should be given to working an eight-hour day.
- 36.16 Once the temperature reaches Extreme Hot Weather, the following process will be followed:
- 36.16.1 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 36.17 below.
- 36.16.2 where the temperature is 29°C and 75% humidity or more after three (3) 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 36.17 below.
- 36.17 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.
- 36.18 Extreme Hot Weather shall be measured on site by a temperature gauge and/or BOM weather station (if close proximity to project with similar climatic conditions) compliant to Australian Standards and shall be undertaken in accordance with the manufacturer's operating instructions. The Parties agree that a measurement taken using the Wet Bulb Globe Temperature index will be an acceptable method of measuring extreme high temperature.

37. Clothing & Personal Protective Equipment

- 37.1 The following clothing will be supplied to all Employees (no later than one (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:
- 37.1.1 One (1) pair of safety boots (if the Employee buys such boots, the Employer will reimburse the Employee up to \$125.00 upon presenting a receipt of purchase and provided a pair of boots has not already been issued by the Employer);
- 37.1.2 Six (6) sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed; and
- 37.1.3 One (1) high visibility winter jacket (jackets to be provided prior to the month April in the first year of employment)
- 37.2 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.
- 37.3 No agreement to pay cash in lieu of supply of clothing/footwear is permitted with the exception of reimbursement of boots in accordance with clause 37.1.1.
- 37.4 When the Employer requires an Employee to wear spectacles with toughened glass lenses the Employer will pay the cost of the toughening process.

38. Quality Building Materials

- 38.1 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:

38.1.1 is not, or will not be, safe;

38.1.2 does not, or will not, comply with relevant regulatory provisions; or

38.1.3 does not perform, or is not capable of performing, for the use to the standard represented.

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

38.3 The Employer will only use products in building work that comply with relevant Australian standards published by, or on behalf of, Standards Australia in accordance with the National Construction Code.

38.4 In order to maintain compliance with the Code, and in line with other regulatory requirements, the Employer will maintain records in accordance with relevant legislation.

38.5 The Employer will, within seven (7) days of receiving a written request from an Employee, provide a copy of the records which it is required to keep.

39. Union Representatives and Delegates

39.1 Where an Employee has been elected as a Union Delegate, the Employer recognises the following rights:

39.1.1 the right to be treated fairly and to perform their role without any discrimination in their employment;

39.1.2 for the Union Delegate to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;

39.1.3 the right to place information related to permitted matters in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;

39.1.4 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 associated with the Project;

39.1.5 the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in the Project;

39.1.6 the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts;

39.1.7 the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts;

39.1.8 the right for reasonable time off to attend accredited union education;

39.1.9 the right to take reasonable leave to work with the Union; and

39.1.10 the right to have reasonable time off to participate in the operation of the union.

40. Union Training Leave

40.1 An Employee elected as Union Delegate shall, upon application in writing to the Employer, be granted up to five (5) 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.

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

40.3 The application for leave shall be given to the Employer at least three (3) week in advance (unless otherwise agreed) of the date of commencement of the course to enable planning and coverage arrangement. The application for leave shall contain the following details:

40.3.1 the name of the Union Delegate seeking the leave;

40.3.2 the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and

40.3.3 a general description of the content and structure of the course and the location where the course is to be conducted.

40.4 The Employer shall advise the Union Delegate within seven (7) clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

40.5 The time of taking leave shall be arranged so as to minimise any adverse effect on the Employer's operations. The onus shall rest with the Employer to demonstrate an inability grant leave when an eligible Union Delegate is otherwise entitled.

40.6 The Employer shall not be liable for any additional expenses associated with an Employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant classification rate including, shift work loadings where relevant.

40.7 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.

40.8 A Union Delegate on request by the Employer shall provide proof of their attendance at any course within seven (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.

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

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

41. Union Delegate Facilities

41.1 The Employer shall provide an agreed shared facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the Employees. The provision of the following facilities is to ensure that the Union Delegate is able to effectively perform their function in a professional and timely manner. The facilities shall include:

41.1.1 computer and wireless headset bundle;

41.1.2 mobile device (tablet) equipped with mobile Internet access;

41.1.3 a table and chairs;

41.1.4 a filing cabinet;

41.1.5 air-conditioning/heating;

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

41.1.7 a private lockable area.

42. Wage Rates

The wage rates compensate for all special skills and/or disabilities and/or special rates, associated with the industry of the Employer prescribed in the Award, except as provided in this Agreement (rates are given per hour for ordinary hours of work).

Wage rates will be increased by 3% per annum during the life of the project.

For classification structures and level descriptors see [Appendix B](#).

42.1 Construction Worker/Labourer Wage Rates

Classification	1 July 2021	1 July 2022	1 July 2023	1 July 2024	1 July 2025
CW1 (85%)	\$45.71	\$47.08	\$48.49	\$49.95	\$51.45
CW2 (90%)	\$48.40	\$49.85	\$51.35	\$52.89	\$54.48
CW3 (92%)	\$49.47	\$50.96	\$52.49	\$54.06	\$55.68
CW4 (96%)	\$51.63	\$53.17	\$54.77	\$56.41	\$58.10
CW5 (100%)	\$53.78	\$55.39	\$57.05	\$58.76	\$60.52
CW6 (105%)	\$56.47	\$58.16	\$59.90	\$61.70	\$63.55
CW7 (110%)	\$59.15	\$60.93	\$62.76	\$64.64	\$66.58
CW8 (115%)	\$61.84	\$63.70	\$65.61	\$67.58	\$69.61

42.2 Plumbing and Mechanical Services Wage Rates

Classification	1 July 2021	1 July 2022	1 July 2023	1 July 2024	1 July 2025
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (55%)	\$29.58	\$30.46	\$31.38	\$32.32	\$33.29
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) (75%)	\$40.33	\$41.54	\$42.79	\$44.07	\$45.39
Plumbing and Mechanical Services Worker Level 3 (100%)	\$53.78	\$55.39	\$57.05	\$58.76	\$60.52
Plumbing and Mechanical Services Tradesperson Level 1 (100%)	\$53.78	\$55.39	\$57.05	\$58.76	\$60.52
Plumbing and Mechanical Services	\$56.57	\$58.27	\$60.02	\$61.82	\$63.67

Tradesperson Level 2 (105.2%)					
Plumbing and Mechanical Services – Special Class Level 1 (110%)	\$59.15	\$60.93	\$62.76	\$64.64	\$66.58
Plumbing and Mechanical Services – Special Class Level 2 (115%)	\$61.84	\$63.70	\$65.61	\$67.58	\$69.61
Advanced Plumbing and Mechanical Services Tradesperson Level 1 (120%)	\$64.53	\$66.47	\$68.46	\$70.52	\$72.64
Advanced Plumbing and Mechanical Services Tradesperson Level 2 (125%)	\$67.22	\$69.24	\$71.31	\$73.45	\$75.65

43. Allowances

43.1 Fares and Travel Allowance

43.1.1 All Employees shall be entitled to receive the fares and travel allowance in accordance with the Table 44.14 below. The travel allowance shall be paid at the rates provided in the table of allowances.

Apprentices shall receive the following percentage of the amount:

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

43.2 Leading Hand Allowance

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

43.3 Power Tools

43.3.1 Where an Employee is specifically required to supply their own power tools (maximum of three (3) commercial quality power tools plus a lead) by the Employer, the Employer will be responsible for all consumables and tagging and will replace all stolen tools if in an Employer lock up. Where the Employer requires the Employee to lend a power tool to another Employee, the Employer is deemed to have taken ownership of the tool and will replace the tool with a new tool of the same brand and model

or an agreed alternative. Power tools allowance shall be paid at the rates provided in the table of allowances.

43.4 Tradesperson Allowance

- 43.4.1 An Employee engaged as a Tradesperson (as defined in the classifications of this Agreement, who possesses as a minimum qualification a trade certificate will receive an allowance. This allowance will be classified as all-purpose and is inclusive of a tool allowance. The tradesperson allowance shall be paid at the rates provided in the table of allowances.

43.7 Statutory Authorities Allowance

- 43.5.1 Any Employee engaged in a plumbing, mechanical plumbing, sprinkler fitting or pipe trade classification, who is required to act on a licence issued by an appropriate state authority, will be paid an additional flat amount per week, detailed in the table of allowances, for each week of their employment, regardless of whether or not they have in fact acted on such licence(s) during that particular week. 'Acting on one's licence' means signing notices and assuming responsibility to relevant authorities. The Employer will commence paying this allowance as soon as the Employee begins performing work which they are authorised by their license(s) to perform.

43.6 Plumbing, Fire and Pipe Trades Licence Allowance

- 43.6.1 This allowance applies to Employees within the classifications set out in this Agreement.
- 43.6.2 An Employee who is required to act on their Plumbing, mechanical, gasfitting or Sprinkler Fitters
- 43.6.3 Licence(s) issued by the appropriate state authority will receive an allowance of \$1.90 per hour. This licence will be classified as all-purpose.
- 43.6.4 This allowance shall be paid for each day of employment whether they have in fact acted on the allowance.

43.7 Welding Allowances

- 43.7.1 Mechanical tradespersons required to perform welding work that is tested shall be paid the allowances detailed in the table of allowances. The allowances shall be paid for all purposes.
- 43.7.2 Welder tested: A person who, because of the requirements of the Employer, has met and remains capable of meeting a practical test, e.g. the relevant regulatory requirements for AS 1554SP.
- 43.7.3 Welder Special Class: A person who has passed the tests required either prior to or after commencing employment, to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.
- 43.7.4 Welder Special Class – Exotic Materials: A person who has passed the tests required by the Employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:
- Stainless Steel (304, 310, 316 and 904 grade)
 - Aluminium
 - Chrome Molybdenum

- Nine per cent (9%) Ni Steel
- A333 Grade 6

43.7.5 Testing for the work associated with these allowances may be required prior to employment and during employment, to ensure that qualifications are relevant and up to date.

43.8 Certificate Allowance

43.8.1 An Employee who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person is entitled to a certificate allowance. This allowance is a flat amount and shall be paid at the rate detailed in the table of allowances.

43.9 Living Away from Home Allowance

43.9.1 Where an Employee is engaged on the Project and is required to travel a distance from their usual place of residence that is unreasonable to return each day, meets the ATO eligibility criteria and completes the required Employer declaration, the Employer will supply the provision of reasonable board and lodgings, at no cost to the Employee.

43.9.2 Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

43.9.3 Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

43.9.4 Where an Employee is eligible under this Clause, the Employer will pay the Employee, in addition to all other entitlements, a daily taxable allowance as detailed in the table of allowances.

43.9.5 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:

- 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 needs of the workplace or enterprise;
- d) the notice (if any) given by the Employer, and by the Employee of his or her intention to refuse it; and
- e) any other relevant matter.

43.9.6 The living away from home allowance (per night) shall be paid at the rates provided for in the table of allowances.

43.12 Meal Allowance

43.10.1 Where an Employee is required to work more than 1.5 hours Overtime per day Monday to Friday, a meal will be provided by the Employer or a payment in accordance with the table in 44.14 for a meal will be made.

43.10.2 An Employee entitled to payment in accordance with 43.12.1, will also be entitled to a paid 20 minute crib break. In the event this crib break is not taken at the time, the employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

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

43.13 Representative Allowances

43.11.1 Health and Safety Representative

Where an Employee is elected by Employees of the Employer as an HSR and agrees to undertake the required training to fulfil the role, the Employee will be classified at the applicable level 4 minimum or at 96% for plumbing trades, or the Employee's usual classification. In addition, an HSR is entitled to an all-purpose hourly allowance of:

1 July 2021	1 July 2022	1 July 2023	1 July 2024	1 July 2025
\$2.59	\$2.66	\$2.74	\$2.82	\$2.90

43.11.2 Union Delegate

Where an Employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified at the applicable level 4 minimum or at 96% for plumbing trades, or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance of:

1 July 2021	1 July 2022	1 July 2023	1 July 2024	1 July 2025
\$2.59	\$2.66	\$2.74	\$2.82	\$2.90

For clarity, an Employee is only entitled to one all-purpose hourly representative allowance at the one time. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

43.12 Table of Allowances

Allowance	1 July 2021	1 July 2022	1 July 2023	1 July 2024	1 July 2025
Daily Fares and Travelling Allowance	\$36.05	\$37.13	\$38.25	\$39.39	\$40.57
Travelling outside radial areas (per Km)	\$0.82	\$0.84	\$0.87	\$0.90	\$0.93
Living Away from Home Allowance (per day)	\$79.93	\$82.33	\$84.80	\$87.35	\$89.97
In charge of not more than 1 person – all-purpose	\$0.78	\$0.80	\$0.82	\$0.85	\$0.88
In charge of 2-5 persons – all-purpose	\$1.70	\$1.75	\$1.80	\$1.90	\$1.96
In charge of 6-10 persons – all-purpose	\$2.16	\$2.22	\$2.29	\$2.35	\$2.42
In charge of 11 plus persons – all-purpose	\$2.88	\$2.97	\$3.06	\$3.15	\$3.24
Senior First Aid	\$4.27	\$4.40	\$4.53	\$4.67	\$4.81

Occupational First Aid	\$6.75	\$6.95	\$7.16	\$7.37	\$7.59
Meal Allowance	\$22.00	\$22.66	\$23.34	\$24.04	\$24.76
Tradesperson Allowance (hour) – all-purpose	\$3.28	\$3.28	\$3.28	\$3.28	\$3.38
Certificate allowance (hour)	\$0.99	\$0.99	\$0.99	\$0.99	\$1.02
Power Tools	\$1.02	\$1.05	\$1.08	\$1.11	\$1.14
Plumbing, Fire and Pipe Trade Licence Allowance (hour) – all-purpose	\$1.90	\$1.90	\$1.90	\$1.90	\$1.96
Statutory Authorities (week)	\$49.08	\$49.08	\$49.08	\$49.08	\$50.55
Qualified Technical Person Allowance – all-purpose	\$270.38	\$278.49	\$286.84	\$295.45	\$304.31
Welder – tested – all-purpose	\$1.48	\$1.52	\$1.57	\$1.62	\$1.67
Welder - Special Class – all-purpose	\$2.55	\$2.63	\$2.71	\$2.79	\$2.87
Welder – Special class Exotic materials – all-purpose	\$4.48	\$4.61	\$4.75	\$4.90	\$5.05
Health and Safety Representative Allowance – all-purpose	\$2.59	\$2.66	\$2.74	\$2.82	\$2.90
Union delegate Allowance – all-purpose	\$2.59	\$2.66	\$2.74	\$2.82	\$2.90

44. Compliance with this Agreement

44.1 Complaints, queries and concerns regarding entitlements paid in relation to the 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 Fair Work Act 2009.

44.2 The Employer will conduct an audit using the Audit Form to confirm compliance with:

44.2.1 The Award and the Agreement which have been certified, registered or otherwise approved under the relevant industrial legislation.

44.3 This audit will be conducted 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. A copy of the audit record will be provided to all Employees as requested, and any representative nominated by the Employee.

Appendices

Appendix A: Standard Definitions

The following definitions shall apply to this Agreement:

Agreement means the Bingin Holdings Pty Ltd T/As Superior Fences Group *Gold Coast Light Rail Stage 3 Project Agreement*

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

Award means the Building Construction General On-site Award 2010.

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

Best Practice Principles or BPP means the State of Queensland's Best practice principles: Quality, safe workplaces policy Agreement, as amended from time to time.

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

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

Casual Employee means an Employee employed on an occasional basis and whose work pattern is not regular or systematic.

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

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

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

Competency Based Training means a method of training based on occupational skills standards which are set out in units of competency within training packages and accredited courses.

Consultative Committee means a representative group who meet regularly for the purpose of reviewing work related issues.

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

Day Work means work commencing between 6.00 am and 10.00am, Monday to Friday.

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

Employee means an employee of the Employer.

Employer means Bingin Holdings Pty Ltd T/As Superior Fences Group

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

FWC means the Fair Work Commission.

HSR means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

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

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

Local Employee means an Employee whose normal residential home base is within reasonable travel distance to the applicable work site each day.

National Training Package means endorsed collections of reference materials that define the national standards and qualifications for recognising and assessing people's skills in specific vocations.

NES means the National Employment Standards prescribed by the *Fair Work Act 2009 (Cth)*.

Non-Local Employee means an Employee who cannot reasonably travel to the work site from their normal residential home base each day.

Onsite means work that does not include the following:

- The off-site prefabrication of made-to-order components to form part of any building, structure or works, unless that work is performed on an auxiliary or holding site that is separate from the primary construction site or sites.
- The transportation or supply of good to be used for any of the work mentioned above (in the BCIIIP Act definition of 'building work'), directly to construction sites where that work is being or may be performed.

Overtime means any time worked in excess of or outside of the ordinary working hours as prescribed in clause 13 of this Agreement.

Project means the Gold Coast Light Rail Stage 3 Project

QIRC means Queensland Industrial Relations Commission.

QLD Workers' Compensation means a type of insurance through WorkCover Queensland that can pay the wages and medical costs of Employees who have been injured in the performance of their duties.

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

RDO means rostered day off.

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

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

- (a) Having had not less than 12 months' on-the-job experience of such skilled work, and
- (b) Having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means including the on-the-job experience, as will

enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of expertise/skill.

STQ means Service Trades Queensland.

Tradesman means an Employee who possesses as a minimum qualification a trade certificate.

Traditional Owners means an indigenous person who is a member of a local descent group having certain rights and responsibilities in relation to a tract of land or area of sea.

Union Delegate means an Employee elected by Union members and a member of an employee organisation entitled to represent the industrial interests of Employees employed by the Employer as required. All parties to this Agreement shall be notified as soon as practicable after the election of a Union Delegate.

Union Representative means a member of an employee organisation entitled to represent the industrial interests of Employees.

Union means the;

- *CEPU*;
- *CFMEU*

Verification of Competency (VOC) means an assessment of an Employee's knowledge and skills to assist in deeming staff competent to perform a task or operate plant and/or equipment.

Wage Rate means the Employee's ordinary hourly rate of pay as set out in this Agreement.

Welcome to Country means a ceremony that is performed by indigenous Traditional Owners for people visiting their Country.

WHS Act means the *Work Health and Safety Act 2011 (Qld)* where applicable.

Workplace Impairment Policy and Procedures means the Workplace Impairment Policy and Procedures as set out in the Impairment Policy.

Appendix B: Classification Structure and Level Descriptions

Construction Worker/Labourer Classifications

The Civil Worker (CW) classifications will apply to Employee(s) performing work of the nature of Civil Construction who are engaged in the classifications set out below and are employed to perform the works set out in this Agreement.

Determination of Classification for individual Employees:

The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Employer, regardless of that person's level of skill.

- i. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.
- ii. Individual classification levels will only change where the primary task for which the individual is engaged changes.

Classification	Definition
CW1	New Entrant (an entry level with less than 12 months experience) General Labourer Stores Assistant
CW2	Skilled General Labourer Earthworks Trim Grade Checker Heavy Plant Spotter Concrete Gang Concrete Float Hand Paving Stringliner Store-person Yardman Chainman
CW3	Elevated Work Platform Operator with Ticket Hoist Driver Form Work Labourer Road Roller Operator under 12T Heavy Mobile Plant Operator (0-5T) Ticketed Dogman Steel fixer Ticketed Forklift Driver Ticketed Rigger/Scaffolder Telehandler (Up to 4.5T) Hiab Operator Shotcreter Shotcrete Crew Painter Rail Track Worker - TLI Cert 2 in Rail Infrastructure Railway Safety Protection Officer Level 1
CW4	Concrete Line Pump Operator Road Roller Operator 12T and over Concrete Finisher Concrete Paving Spreader Non-certified Tradesperson WHSO Rail Track Worker - TLI Cert 2 in Rail Infrastructure (commenced Cert 3) Sleeper gantry operator Railway Safety Protection Officer Level 2
CW5	Trade Qualified Tradesperson Crane Operator (5-20T) Operators of: Tractor up to but not exceeding 48kw (65bhp), Skid Steer Excavator up to but not exceeding 48kw (65bhp), Dumper/Water Cart not exceeding 40T, Mobile Concrete Pump Boom, Forklift not exceeding 48kw, Shotcrete Placing Machine, Paver Gantry Crane Operator

	<p>Rail Track Vehicle Operator</p> <p>Trade Qualified welder (Cert 3)</p> <p>Rail Track Worker - TLI Cert 3 in Rail Infrastructure</p> <p>Railway Safety Protection Officer Level 3 or 4</p>
CW6	<p>Heavy Mobile Plant Operator (>20T-60T)</p> <p>Operators of:</p> <p>Tractor 48kw up to but not exceeding 370kw,</p> <p>Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including: 960, 966, 980,</p> <p>Dry Batch Plant, Pug Mill,</p> <p>Skid Steer Tractor from 48kw,</p> <p>Forklift from 48kw but not exceeding 220kw,</p> <p>Excavator not exceeding 3cubic metres,</p> <p>Dumper/Water Cart over 40T but not exceeding 100T,</p> <p>Dozer D8 without GPS,</p> <p>Compactor 825 without GPS,</p> <p>Graders 140,143,14,16 without GPS</p> <p>Rail Track - Team Leader - Track Inspection / Certification / Quality Control</p>
CW7	<p>Heavy Mobile Plant Operator (>60-100T)</p> <p>Operators of:</p> <p>Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer,</p> <p>Excavator from 3 cubic metres,</p> <p>Loader-Front End and Overhead from 370kw up to but not exceeding 450kw,</p> <p>Wet batch Plant, Scraper 651,</p> <p>Compactor 825 with GPS,</p> <p>Graders 140,143,14,16 with GPS,</p> <p>Dozer D8 with GPS</p> <p>Tower Crane Operator</p>
CW8	<p>Heavy Mobile Plant Operator (>100T)</p> <p>Operators of:</p> <p>Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim,</p> <p>Scraper 637</p>

Plumbing and Mechanical Services Classifications

Classification	Definition
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a)	New entrant under the age of 21
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b)	New entrant over the age of 21
Plumbing and Mechanical Services Worker Level 3	<p>A Plumbing and Mechanical Services Worker Level 3 is an Employee who:</p> <ul style="list-style-type: none"> • has successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 2 consisting of formal structured training agreed to between the parties to this Agreement; or • has obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training; or • is a licensed Drainer. <p>Employees at this level perform work to the level of their training.</p> <p>Indicative tasks which an Employee at this level may perform include:</p> <ul style="list-style-type: none"> • exercises good interpersonal communication skills; • exercises discretion within their level of training; • understands and applies quality control techniques;
Plumbing and Mechanical Services Worker Level 3	<ul style="list-style-type: none"> • performs work under general supervision either individually or in a team environment; • has knowledge of the four streams within the building and construction industry and how they inter-relate; • works in a safe manner; • having been given adequate written or verbal instruction, is able to control their own schedule of work and meet objectives with general supervision; • is capable of detailed measuring techniques; • interacts with and assists Employees of other companies on site or at the workplace; and • anticipates and plans for constant changes to the work environment. <p>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:</p> <ul style="list-style-type: none"> • operating a laser when carrying out levelling; • reading and interpreting plans and specifications; • operating machinery and equipment; • assisting with informal on-the-job guidance to other Employees to a limited degree; and • performing work for which a Drainers license is required

<p>Plumbing and Mechanical Services Tradesperson Level 1</p>	<p>A Plumbing and Mechanical Services Tradesperson Level 1 is an Employee who is not a licensed drainer and who is not performing mechanical services pipe-work, but who performs work of a skilled trade nature for which registration with a recognised licensing authority is not required, although the person may not be formally trade qualified, and who is able to exercise the skill and knowledge of the relevant trade.</p> <p>Indicative tasks which an Employee at this level may perform include:</p> <ul style="list-style-type: none"> • exercises good interpersonal and communication skills; • reads, interprets and applies information from plans; • understands and applies quality control techniques; • exercises discretion within the scope of this grade; • performs work under general supervision either individually or in a team environment; • is able to perform tasks safely and be able to identify hazards within their sphere of work; • assists with informal on-the-job guidance to a limited degree; • performs non-trade tasks incidental to their work; • has knowledge of the fields of work within the Services Stream (Plumbing and Mechanical Services) and how they relate to the other areas of the services stream; and • performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training. <p>The Plumbing and Mechanical Services Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this Agreement, or the Award as it applied prior to this Agreement, who is not:</p> <ul style="list-style-type: none"> • engaged on tasks purely of an unskilled nature; • a Licensed Drainer; • a Licensed Plumber; • a Licensed Gasfitter; • a Mechanical Plumber performing any Mechanical Services pipe-work; or • holding a trade certificate level 3 in a trade within the national plumbing training packages.
--	--

<p>Plumbing and Mechanical Services Tradesperson Level 2</p>	<p>A Plumbing and Mechanical Services Tradesperson Level 2 is either a:</p> <ul style="list-style-type: none"> • Plumbing and Mechanical Services Tradesperson Level 1 who has successfully completed three appropriate modules within an approved skills package in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or • person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this Agreement; or • person who holds a trade certificate level 3 in Engineering – Fabrication. <p>A Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond a Plumbing and Mechanical Services tradesperson Level 1 and to the level of their training.</p> <p>Indicative tasks which an Employee at this level may perform include:</p> <ul style="list-style-type: none"> • exercises the skills attained through completion of the training prescribed for this classification; • works under general supervision either individually or in a team environment; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a work team; • exercises discretion within the scope of this grade; • has knowledge of occupational, health and safety requirements subject to the level of their training; and • reads, interprets and applies information from plans.
--	---

<p>Plumbing and Mechanical Services – Special Class Level 1</p>	<p>A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson Level 2 and to the level of their training.</p> <p>Indicative tasks which an Employee at this level may perform include:</p> <ul style="list-style-type: none"> • exercises the skills attained through completion of the training prescribed for this classification; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a team; • exercises discretion within the scope of this grade; • works under limited supervision, either individually or in a team environment; and • reads, interprets and applies information from plans. <p>The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks:</p> <ul style="list-style-type: none"> • exercise precision trade skills using various materials and/ or specialised techniques; • schedule and plan work activity; • write brief reports on work activity; • have knowledge of the Australian Standards applying to their sphere of work; • recognise hazards associated with tasks in their field of work; and • exercise skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
<p>Plumbing and Mechanical Services – Special Class Level 2</p>	<p>A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 who has successfully completed : three appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.</p> <p>A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 and to the level of their training.</p> <p>Indicative tasks which an Employee at this level may perform include:</p> <ul style="list-style-type: none"> • exercises the skills attained through completion of the training prescribed for this classification; • provides trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works either independently within the skill level of the Employee, or in a team environment with limited supervision; and • reads, interprets and applies information from plans. <p>The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks:</p> <p>exercises high precision trade skills using various materials and/ or specialised techniques; and exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.</p>
<p>Advanced Plumbing and Mechanical Services Tradesperson Level 1</p>	<p>An Advanced Plumbing and Mechanical Services Tradesperson Level 1 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 who has who successfully completed: 1.5 appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 2; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.</p> <p>An Advanced Plumbing and Mechanical Services Tradesperson Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 and to the level of their training.</p>

	<p>Indicative tasks which an Employee at this level may perform include:</p> <ul style="list-style-type: none"> • exercises the skills attained through completion of the training prescribed for this classification; • exercises discretion within their level of training; • is able to provide trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works either independently within the skill level of the Employee, or in a team environment with limited supervision; and • reads, interprets and applies information from plans; <p>The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks:</p> <ul style="list-style-type: none"> • exercises high precision trade skills using various materials and/ or specialised techniques; • possesses effective written and verbal skills in order to provide concise reporting and communication; and • exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
Advanced Plumbing and Mechanical Services Tradesperson Level 2	<p>An Advanced Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond an Advanced Plumbing and Mechanical Services Tradesperson Level 1 and to the level of their training.</p> <p>Indicative tasks which an Employee at this level may perform include:</p> <ul style="list-style-type: none"> • undertakes quality control and work organisation at a level higher than for an Advanced Plumbing and Mechanical Service Tradesperson Level 1; • provides trade guidance and assistance as part of a work team; • assists in the provision of training to Employees in conjunction with supervisors/ trainers; • performs maintenance planning and predictive maintenance work within their field of work; • prepares reports of a technical nature on specific tasks or assignments as directed; and • exercises broad discretion within the scope of this level. <p>The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks:</p> <ul style="list-style-type: none"> • use information from plans to identify, diagnose and solve problems related to work in a specific field; • be able to identify any deviations from plans and sketches; • schedule and plan work for a team and provide brief reports on the progress and quality of the work; • exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or consumer piping systems; and • exercises diagnostic skills in respect of various systems in plumbing and mechanical services.

Roofing Classifications

Classification	Definition
Roof Plumber Level 1	First 12 months of employment only
Roof Plumber Level 2	80% competent to trade level
Roof Plumber Level 3	Fully competent to trade level
Roof Plumber Level 4	Possessing relevant Certificate III trade qualification

Appendix C: Impairment Policy

1. Principles

- 1.1. The health, wellbeing and safety of Employees are of paramount importance to the Employer, Employees and their Unions. This policy is part of a broad work, health and safety (WHS) program to secure the highest level of health and safety in the workplace.
- 1.2. The policy adopts a WHS approach that involves identifying, assessing and controlling all workplace hazards, using the hierarchy of control, and then reviewing these controls to ensure ongoing improvements.
- 1.3. The focus of this policy is on the WHS risks associated with impairment and should be read in conjunction with other Employer policies concerning health and safety, particularly in relation to fatigue management, risk management and safe systems of work.
- 1.4. This policy has been compiled in a manner that is non-punitive and supportive of Employees. This policy shall not be used in a discriminatory manner. Anti-Discrimination Law protects against discrimination on the basis of addiction and may also protect against discrimination on the basis of impairments caused by drug and alcohol addiction or use.
- 1.5. The policy and procedures adopt a peer-based intervention approach based on fairness and equity for all Employees.

2. Scope

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

3. Structure

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

3.1. Training & Awareness

- i. (Extensive research has shown training and awareness of impairment related issues provides the most effective means of behavioural change and encourages better decision making. The two types of training in accordance with this policy to do this are:
- ii. Workplace Impairment Training (WIT) - all workers onsite will do this training;
- iii. Preliminary Impairment Assessment (PIA) - HSRs, delegates and project staff as appropriate such as health and safety personnel, will undertake this training.

3.2. Testing

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

3.3. Support Services

Rehabilitation, counselling and Employee Assistance Programs. Support is strictly non- punitive and can be accessed at any time (self-identification of the need for help is strongly encouraged).

4. Objectives

- 4.1. The objectives of this policy are as follows:

- i. To provide a safe and healthy working environment for all project stakeholders including workers, support staff, our Client and their representatives, and the public;
- ii. 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;
- iii. To eliminate and control risks which may lead to impairment affecting health and safety in the workplace;
- iv. 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;
- v. 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;
- vi. 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;
- vii. To ensure confidentiality of information concerning the application of this policy to a worker is maintained.

5. Responsibilities

5.1. The Employer shall:

- i. Provide a work environment that is safe and without risks to health and safety;
- ii. 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;
- iii. Ensure that this policy is implemented fairly and equitably across all sections of the workforce;
- iv. Comply with the four policy implementation steps outlined below;
- v. Have adequate resources (e.g., a room that allows for confidential impairment assessments to be discussed, if necessary, suitable transport to safely remove impaired Employees from the workplace to be able to meet the objectives of this policy).

5.2. Employees shall:

- i. Co-operate reasonably with the Employer in the implementation of this policy;
- ii. If any Employee reasonably believes that any person on the site may be a health and safety risk to themselves or others, they should inform their Employer and their relevant Preliminary Impairment Assessor (PIA) of this belief;
- iii. Not possess, consume, or be under the influence of, alcohol or other drugs while working;
- iv. Ensure that they do not work, if they believe that they may be impaired;
- v. Consult their doctor or pharmacist about possible side effects of using prescribed or over-the-counter medication;
- vi. Inform their Employer and their Preliminary Impairment Assessor (PIA) if they have been made aware by their treating doctor or pharmacist of possible impairment as a side effect of medication, or if they feel impaired by medication.

6. Policy Implementation Will Involve the Following Steps

6.1. In consultation with the Employees or other person nominated by the Employee (e.g. Union or other representative) and within three (3) months of mobilising to site, the Employer shall:

- i. Engage a suitability qualified and experienced training provider(s).

- ii. Engage a suitability qualified, accredited, and experienced independent testing provider(s).
 - iii. Identify and engage with rehabilitation/treatment service providers and other referral services within the vicinity of the project as required.
 - iv. Agree the Workplace Impairment Officer, who will undertake the Workplace Impairment Training (WIT) and Preliminary Impairment Assessor's Training (PIA).
- 6.2. A purpose of the policy and procedure is to provide protocols and procedures for workplace alcohol and other drug testing that are evidence-based, contemporary, comply with relevant Australian Standards, and contribute to workplace safety and worker wellbeing.
- 6.3. The following drug and alcohol testing programs will be adopted:
- i. Self-testing;
 - ii. Random drug testing;
 - iii. Random or blanket alcohol testing;
 - iv. For-cause testing;
 - v. Post-incident testing;
 - vi. Reasonable concern testing;
 - vii. Testing of Minors
- 6.4. Any Employee who has been assessed as being impaired shall be provided the details of suitable rehabilitation/treatment provider(s) and advised to contact them. The Employee will also be provided the details of the Employee Assistance Program (EAP) and encouraged to utilise their services as well.
- 6.5. The Employee will be permitted to access personal leave in the first instance and then take accrued personal leave entitlements for the period of time they are accessing the treatment provider.
- 6.6. The Employer shall facilitate all onsite training, testing and other requirements under this Impairment Policy to ensure the project maintains a fair and consistent approach across the project.
- 6.7. The Employer shall ensure subcontractors engaged for onsite works are obligated to comply with this Impairment Policy and be responsible for ensuring compliance whilst its Employees are working on the Project. The Employer shall bear all reasonable costs associated with the testing contained under this Policy, unless agreed otherwise.

7. Definition of a Worker

- 7.1. Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:
- i. an employee (either salaried or wages);
 - ii. a contractor or subcontractor;
 - iii. an employee of a contractor or subcontractor;
 - iv. an employee of a labour hire company;
 - v. an apprentice or trainee;
 - vi. a student gaining work experience;
 - vii. an outworker;

- viii. a volunteer;
- ix. a visitor to a workplace.

8. Training

- 8.1. Impairment awareness training sessions will be delivered to all workers, sub-contractors and labour hire workers at least once every two (2) years.
- 8.2. In addition to the below training course outlines, the Employer will be required to develop a site-specific information session to be delivered as part of the site induction outlining their Drug and Alcohol testing procedures for the site.
- 8.3. Trainers must have the following qualifications and demonstrated approach to continuous improvement:
 - i. Cert IV in WHS;
 - ii. Cert IV in Training and Assessing (TAE);
 - iii. Nationally Accredited Course in On-Site Drug and Alcohol Testing;
 - iv. Consult with professional organisations to develop all training courses;
 - v. Demonstrate a continuous improvement plan for each training course
- 8.4. All training must be delivered Face to Face (F2F).
- 8.5. Workplace Impairment Training (WIT)
 - i. WIT course must be a minimum of two (2) hours in length and must cover the following topics:
 - a) Australian Workplace Health and Safety construction statistics;
 - b) Overview of the Workplace Health and Safety Act, state specific;
 - c) Mental Health – discussing at length stress, anxiety and depression;
 - d) Fatigue – overview of causes and coping mechanisms;
 - e) Illness and Injury – management of illness and injury, legal requirements and rehabilitation process;
 - f) Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;
 - g) 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;
 - h) Harm related to drug and alcohol use;
 - i) Understanding what a standard drink is and how long this will stay in your system;
 - j) Detection rates for illegal drugs;
 - k) Administering self-alcohol and drug tests;
 - l) Information about EAP and the services they offer.
- 8.6. Preliminary Impairment Assessor (PIA)
 - i. PIA training must be a minimum of four (4) hours in length and must cover the following topics:

- a) Understanding the signs of impairment;
 - b) Conflict resolution;
 - c) Skills to conduct an impairment Assessment;
 - d) Overview of what a PIA is;
 - e) What are possible impairment factors;
 - f) Causes and symptoms of impairment;
 - g) Investigative skills.
- ii. Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:
 - a) the training session will not interfere with workers wanting to use the room for smoko or lunch; or
 - b) the training session will not be interfered with by workers wanting to use the room in general.

8.7. No worker can be tested for drugs unless they have been trained in this policy, to the extent that the Employer is able to maintain compliance with testing obligations under the Building Code.

9. Testing Methods

9.1. Alcohol Testing Method

- i. 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.
- ii. Alcohol testing shall be conducted by an accredited person;

9.2. Drug Testing Method

- i. Drug testing may only be performed by oral fluid testing;
- ii. 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);
- iii. The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;
- iv. The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).
- v. The following substances must be tested for:
 - a) Opiates;
 - b) THC;
 - c) Cocaine;
 - d) Benzodiazepines;
 - e) Amphetamine; and
 - f) Methamphetamine

10. Testing Providers

10.1. Alcohol Testing Provider

- i. The alcohol testing provider(s) must have completed a nationally accredited alcohol testing course [add course code if available] and be provided with a Statement of Attainment issued upon successful completion.
- ii. Minimum standards that the testing company and/or Employer must meet are as follows:
 - a) competent and trained staff;
 - b) appropriate equipment and instruments;
 - c) comprehensive record keeping; and
 - d) clear and precise reporting.

10.2. Drug Testing Provider

- i. Must be NATA Accredited and meet all the requirements of this Policy.
- ii. Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.
- iii. Minimum standards that the testing company must meet are as follows:
 - e) competent and trained staff;
 - f) appropriate equipment and instruments;
 - g) proper management and storage of test kits and reagents;
 - h) secure and controlled storage and management of samples;
 - i) comprehensive record keeping; and
 - j) clear and precise reporting.
- iv. Must declare there is no conflict of interest with the Employer or other project stakeholders and must immediately report a conflict of interest should it arise to the Employer and not undertake any further testing until the conflict has been resolved.

11. Room Requirements

11.1. Each workplace shall have a room nominated for use to undertake drug 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 testing will not affect the ability of the workplace to respond to a first aid incident.

11.2. The room selected for use must so far as reasonably practicable:

- i. Provide privacy for the Worker being tested including but not limited to:
 - a) Have a closing door;
 - b) Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows;
 - c) Not allow conversations to be casually overheard by other workers;

- ii. Be clean and hygienic;
- iii. Be free from interruption whilst testing is being undertaken;
- iv. Include discrete entry and exit

12. Testing Frequency and Selection Requirements

12.1. In the event the project records an increase in non-negative results, identifies a trend, or the HSC considers an increased or focused testing campaign may be required, the Employer after consultation with the Drug Testing Provider (so far as it relates to drug testing), the HSC and/or other relevant parties, may revise the testing frequency. The response shall also consider other education and awareness aspects.

12.2. Alcohol Testing

- i. The sample size and frequency of alcohol testing may range from the Employer's minimum obligations required by the Code, under contractual arrangements and/or business rules, to full, site-wide blanket testing daily.
- ii. This does not permit the targeting, victimisation or prejudicing of any worker(s). If there is reasonable suspicion that a worker(s) have been unfairly treated, all alcohol testing shall cease until the matter is resolved in consultation with the HSC.
- iii. It may be mandatory to record a negative alcohol test before being granted access to specific areas or the entire site and may be linked to access control systems and hardware.
- iv. Where access control systems and hardware are utilised on the project, a worker is considered to have presented for work when they submit for an alcohol test. For the avoidance of doubt, the time that a worker presents for work and submits an alcohol test to gain access to site shall not be a determining factor for the calculation of wages or other associated purpose.
- v. Employees will not suffer loss of ordinary wages if they are reasonably delayed accessing their nominated site/pre-start location in compliance with Clause 12.2(iv).
- vi. Sufficient self-testing facilities shall be made available in terms of both location and number, taking into consideration the frequency and sample size adopted in accordance with Clause 16.1.

12.3. Drug Testing

- i. The sample size and frequency of drug testing may range from the Employer's minimum obligations required by the Code, under contractual arrangements and/or business rules.

13. Prescribed Medications

13.1. Workers that are taking Prescribed Drugs or Pharmacy Only Drugs that they believe could register a positive test result should inform the Drug Testing Provider prior to undergoing any requested test.

13.2. If a Worker fails to declare that they are taking Prescribed Drugs or Pharmacy Only Drugs before being tested and they record a Non Negative Result Initial Test result, a post test declaration will not be considered relevant to the result and the Worker will be excluded from duty for the remainder of the shift, subject to a Confirmatory Test.

13.3. Workers who record a Non-Negative Result Initial Test result will be excluded from their work duties and the workplace until a Confirmatory Test result has been received.

13.4. If that confirmatory result is a Positive Result Confirmatory Test, then:

- i. The terms and conditions of the applicable industrial agreement shall be observed in relation to consultation and consequence management action.

13.5. When a confirmatory test result is negative or the result recorded is less than the target level or is consistent with a level expected from therapeutic use of a Prescribed Drug or Pharmacy Only Drug, which was advised by the Worker, then the test result shall be considered a Negative Result Initial Test for the purpose of any consequence management action.

13.6. Where a Worker is excluded from the workplace as a result of a Non Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal

duties:

- i. Whether the worker declared the medication during the pre-test interview with the Drug Testing Provider;
- ii. The level of the medication detected is consistent with therapeutic use;
- iii. Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and
- iv. The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

14. Special Circumstances for Prescription Medication

14.1. A Worker participating in a treatment plan for a medical condition, managed by a Registered Medical Practitioner and involving a Prescribed Drug/Only Drug could result in a Non-Negative Result Initial Test if they are selected for Drug testing.

14.2. If in the above circumstance a Non-Negative Result Initial Test occurs, and provided that the Worker has:

- i. Declared their use to the Employer 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
- ii. Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;
- iii. Then the Non-Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker shall be allowed to remain at work but must be precluded from high risk construction work activity until the result of the confirmatory test is known.

14.3. Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are consistent with that prescribed by the prescribed medical practitioner, then a Negative Result shall be recorded, and no results retained.

14.4. Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are not consistent with that prescribed by the Registered Medical Practitioner or another drug(s) type is recorded then a positive result confirmatory test shall be recorded.

14.5. Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

15. Testing Results

15.1. Alcohol

- i. A worker who returns a negative alcohol test in compliance with Clause 12.2(iv) will only have a record of entry recorded. 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;
- ii. 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;
- iii. 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;
- iv. If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;

- v. Confirmatory Alcohol testing shall only be carried out by an Alcohol Testing Provider, and the Employee may have a representative present. The following steps shall be undertaken:
 - a) 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 Alcohol Testing Provider.
 - b) 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;
 - c) 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).

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

15.2. Drugs

- i. A worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test result from their initial test (equal to or above the relevant cut-off levels of the substances referred to in AS 4760) will be deemed not fit for work and will not be allowed to return to work. (Benzodiazepine level to be provided by the prescribed testing laboratory);
- ii. 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 Drug Testing Provider must be explained to the Worker providing the saliva sample;
- iii. Collecting and testing of saliva specimens shall be carried out by a Drug Testing Provider;
- iv. 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 Drug Testing Provider and must be completed to Australian Standards;

15.3. 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/or alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs and/or Alcohol prior to commencing work.

16. Forms of Testing

16.1. Self-Testing

- i. The Employer shall provide a minimum of one (1) alcohol self-testing facility per ten (10) workers, with the intent of providing workers reasonable access to these facilities with consideration given to workers locations across the site and their mode of access to the site so far as is reasonably practicable, the worker is afforded the opportunity to self-test prior to presenting for work;
- ii. The Employer shall make available drug self-test kits on request via nominated personnel such as safety professionals, HSR's or other Employer or Employee representatives. The dissemination of drug self-test kits will be monitored by way of acknowledgement of issue by the issuing person – no record of the recipient shall be recorded or tracked.

- iii. Where wall mounted breathalysers are utilised, they will be located and configured in a manner 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;
- iv. A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, all Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they're impaired.

16.2. Random Drug Testing

- i. In terms of Random Drug Testing it is imperative that the majority of personnel on site do not know on what day, or at what time the Drug Testing Provider will conduct the tests. This will be achieved by only the Employer's Safety Manager (or delegate) liaising with the Drug Testing Provider to agree site access and coordinate logistics;
- ii. It is a condition of entry for all personnel, including Workers, at any workplace to comply with any request to participate in random Drug testing as a condition of employment or contract. This means that all personnel, not limited to Workers, attending or seeking to attend a workplace will be eligible for testing;
- iii. Testing for Drugs for personnel attending or seeking to attend a workplace, including 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;
- iv. Individual personnel, including Workers, will be selected for drug testing using a simple random selection process. A random draw will be conducted by the Drug Testing Provider, using software to randomise the selection of participants for testing;
- v. The random selection process includes the selection of all personnel, including Workers, from across the entire workplace subject to the testing;
- vi. All personnel, including Workers, selected for testing will be required to present themselves for testing within a reasonable time. Random drug 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

- i. For cause testing may only be undertaken if:
 - a) The worker has been involved in an accident or incident, or had the potential to, cause:
 - b) Serious and major damage to mobile plant or property; or
 - c) an injury to themselves or other individual(s); or
 - d) 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

- i. 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.
- ii. Where a Worker(s) is to be tested following a significant incident/event they shall be supervised by an Employer Representative and Employee Representative continually from the time of the incident until they have completed all testing required.

- iii. Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.
- iv. An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so or under the direction of authorities. 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

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

16.6. Testing of Minors

- i. 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.
- ii. Where a minor is selected for testing and:
 - i. A letter of consent is held, then the provisions of this procedure shall apply; or
 - ii. Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be excluded from any high-risk activities or potentially excluded from site until consent is given.

17. Refusal to Test

17.1. If a person, including a Worker, refuses to participate in workplace Drug and Alcohol testing the following will apply:

- i. 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;
- ii. 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;
- iii. If the worker still refuses, the refusal will be treated as a confirmed positive result, and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the Employee can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or fellow worker). An agreed leave of absence arrangement is to apply for the duration of their absence.

18. Disciplinary Action

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

18.2. First Occasion - A worker who has received a first confirmed positive test for alcohol or drugs (other than by self-testing) will be:

- 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.

18.3. Second occasion - A worker who has received a second confirmed positive test for alcohol or drugs (other than by self-testing) within any 12-month period will be:

- 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
- v. Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

18.4. A worker who has received three confirmed positive test results for alcohol or drugs which has been detected in a 12-month period may be disciplined under the Employer's disciplinary processes.

18.5. A worker who fails to attend EAP sessions may be disciplined under this policy in accordance with principles of natural justice.

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

19. Support

19.1. The Employer will make available support to workers in respect of drug and alcohol issues. This will include:

- i. allowing access to any Union support programs; and
- ii. provide an Employer funded Employee Assistance Provider (EAP) to be available to workers.

19.2. The worker will be allowed to reasonably access a Union support program and/or EAP counselling during normal working hours and without loss of pay (i.e. accessing leave accruals), or any form of Employer retribution.

20. Self – Declaration

20.1. Workers will not be disadvantaged for self-disclosure and therefore will be supported through counselling and rehabilitation processes and provided with the Support contained in this policy. In such cases the worker will be permitted to access personal leave in the first instance, then accrued leave, and may return to work when fit for duty.

20.2. The worker may be suspended from any work, with pay, with immediate effect in order for an assessment to be made of the duties they are able to perform safely and a drug and alcohol test is to be taken as soon as reasonably practicable.

21. Privacy

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

These protections will be notified to Workers during training

22. Consultation

- 22.1 If a party believes that an amendment to the impairment policy is required, they shall request and organise a consultation meeting involving all the parties covered by the Agreement represented by the Employer, the HSC, the Union(s), and any other relevant stakeholders.
- 22.2 For the purposes of the implementation of this policy, consultation cannot determine the use or otherwise of access control systems and hardware. .
- 22.3 The attendees shall seek to reach agreement on any proposed amendments.
- 22.4 No amendments shall be implemented unless agreement is reached by the Employer, the HSC, the Union(s) and the relevant stakeholders.

23 Employment Assistance Program (EAP)

- 23.1 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.

24 Support Services

- 24.1 To have a successful Impairment Policy at the workplace, the Policy must not only 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, it needs to be implemented within a broader support framework, that actively promotes the Policy in the workplace and drives continuous improvement. The Employer will ensure their own Employees are supported by and/or provided access to the following services and has also committed to work with its supply chain to promote and encourage them to adopt the same holistic approach.
- 24.2 The below requirements will be reviewed on an annual basis of the Employer:

- (a) EAP support for all Employees;
- (b) Implement an Impairment Policy outlining how workers who attend for work affected by drugs or alcohol will be counselled and assisted, apart from any disciplinary process that might apply;
- (c) Have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas;
- (d) Provide support for their workers and their immediate families;
- (e) Provide or facilitate access to treatment services with providers that have a history of delivering support services to the Building and Construction Industry, including:
 - i. General counselling;
 - ii. Drug and Alcohol counselling;
 - iii. Drug and Alcohol detoxification services;
 - iv. Drug and Alcohol rehabilitation services;
 - v. Case Management services;
 - vi. Psychology services;

24.3 The Policy also needs consider other workplace impairment issues such as mental health, injury and illness, fatigue, severe weather and other environmental conditions, inclusion, diversity, and family and domestic violence to name a few, and be complemented by adopting a similar policy approach to these matters.

Appendix D: Forms and Additional Documents

AUDIT FORM

EMPLOYER NAME: _____
ABN NUMBER: _____
ADDRESS: _____
PRINCIPAL NAME: _____
PRINCIPAL TITLE: _____
WORKCOVER POLICY NUMBER: _____
Number of personnel: _____
Overtime 1½x: _____
Overtime 2x: _____
Base Hourly Rate: _____
Fares & Travel: _____

CBUS/BUSS(Q): ☐ Yes ☐ No

BERT: ☐ Yes ☐ No

BEWT: ☐ Yes ☐ No

CIPQ: ☐ Yes ☐ No

RDO Accrual: ☐ Yes ☐ No

Annual Leave: ☐ Yes ☐ No

Sick Leave: ☐ Yes ☐ No

PSLS: ☐ Yes ☐ No

Group Tax: ☐ Yes ☐ No

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

PRINCIPAL

AUTHORISED BY CPA/INSTITUTE OF CHARTERED ACCOUNTANTS

EMPLOYER NAME:

NAME OF ACCOUNTANT:

REGISTRATION DETAILS

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

CERTIFIED PRACTISING ACCOUNTANT

RDO NOTIFICATION FORM

Notification pursuant to clause 14.7(c) above to Work on Scheduled RDO

Date: _____

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

Manager contact details

Name: _____

Phone: _____

Email: _____

Tick the appropriate Box

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

Reason/s for work on scheduled RDO

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

Explanation of ground/s listed above:

--

Appendix E: GCLR3 Project Calendar

2022 GCLR3 CALENDAR

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

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

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

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

QUEENSLAND SCHOOL HOLIDAYS
NATIONAL PUBLIC HOLIDAYS
QUEENSLAND ONLY PUBLIC HOLIDAYS
GCLR3 RDO'S
INDUSTRY RDO'S

2023 GCLR3 CALENDAR

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

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

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

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

QUEENSLAND SCHOOL HOLIDAYS
NATIONAL PUBLIC HOLIDAYS
QUEENSLAND ONLY PUBLIC HOLIDAYS
GCLR3 RDO'S
INDUSTRY RDO'S

2024 GCLR3 CALENDAR

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

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

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

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

QUEENSLAND SCHOOL HOLIDAYS
NATIONAL PUBLIC HOLIDAYS
QUEENSLAND ONLY PUBLIC HOLIDAYS
GCLR3 RDO'S
INDUSTRY RDO'S

2025 GCLR3 CALENDAR

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

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

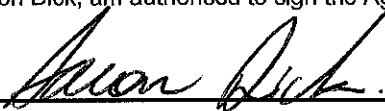
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30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

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

QUEENSLAND SCHOOL HOLIDAYS
NATIONAL PUBLIC HOLIDAYS
QUEENSLAND ONLY PUBLIC HOLIDAYS
GCLR3 RDO'S
INDUSTRY RDO'S

Appendix F: Endorsement of Agreement

I, Aaron Dick, am authorised to sign the Agreement on behalf of the Employer.



SIGN NAME

Unit 9, 21 Leonard Crescent, BRENDALE, QLD, 4500

ADDRESS

15.3.24

DATE

Authorised by corporate delegation – Managing Director

EXPLANATION OF AUTHORITY TO SIGN THE AGREEMENT

IN THE PRESENCE OF



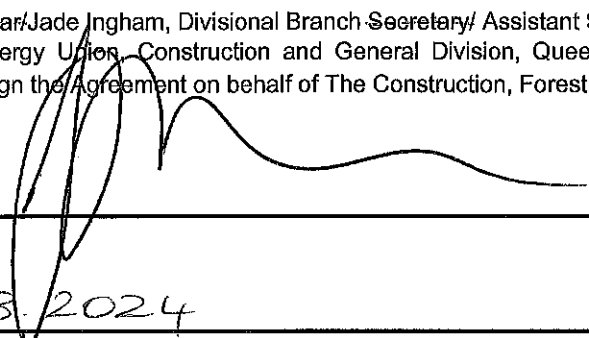
WITNESS SIGNATURE

Emma Eaves

WITNESS NAME

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

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



SIGN NAME

15.03.2024

DATE

16 Campbell Street, Bowen Hills, Qld, 4006

ADDRESS

Authorised by the rules of the union

EXPLANATION OF AUTHORITY TO SIGN THE AGREEMENT

IN THE PRESENCE OF



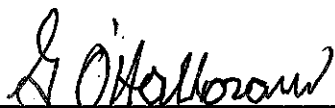
WITNESS SIGNATURE

Emma Eaves

PRINT NAME

Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Service Union of Australia (CEPU)

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



SIGN NAME

15/3/24

DATE

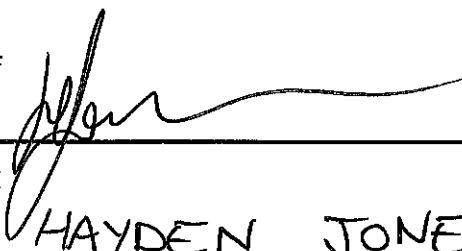
Level 2/11 Lang Parade, Milton, Queensland, 4064

ADDRESS

Authorised by the rules of the union

EXPLANATION OF AUTHORITY TO SIGN THE AGREEMENT

IN THE PRESENCE OF



WITNESS SIGNATURE

HAYDEN JONES

PRINT NAME