

# **BEST PRACTICE INDUSTRY CONDITIONS FOR TRANSPORT CIVIL CONSTRUCTION PROJECTS**

## **Suspending BPICs on new major projects**

The government has temporarily suspended the use of Best Practice Industry Conditions (BPICs) on all new government-funded construction projects as of 14 November 2024. The suspension also involves the temporary removal of the industrial relations best practice principle in the Queensland Procurement Policy.

However, BPICs will continue to apply on projects where they are already in place. Please ensure you continue to refer to the version of the BPIC that is applicable to your project.

**December 2020**

## Best Practice Industry Conditions for Transport Civil Construction Projects

The Queensland Government through the Queensland Procurement Policy is committed to maximising benefits for Queenslanders by using procurement to support local jobs and businesses to drive economic, environmental and social outcomes. This includes ensuring quality, safe workplaces for people engaged on major state government projects, through the implementation of Best Practice Principles (BPPs), in accordance with guidance issued by the Department of Energy and Public Works and the Office of Industrial Relations.

For major projects of \$100 million and above and declared projects, the value for money assessment must also include application of all the following BPPs:

- Workplace health and safety systems and standards
- commitment to apprentices and trainees
- best practice industrial relations

The Department of Transport and Main Roads (TMR) fully supports the Queensland Government's priorities to improve matters such as employment conditions, safety and training opportunities for the transport civil construction industry and ensure the industry is, and remains sustainable, safe and progressive.

To assist with the Queensland Government's commitments in relation to the BPPs, including best practice industrial relations, TMR has developed a guidance document entitled the *Best Practice Industry Conditions for Transport Civil Construction Projects* dated December 2020 (Transport BPIC). In developing the Transport BPIC in consultation with stakeholders, relevant enterprise agreements, awards and legislation to the transport civil construction industry were analysed to ensure the guidance document reflects modern and progressive industrial practices for the civil construction industry. The Transport BPIC is included to assist with tendering for TMR's transport civil construction projects with a total project value of between \$100 million - \$300 million which in this circumstance, includes this Project.

The Transport BPIC is an expression of government policy as it relates to best practice industry relations for the civil construction industry. The guidance document sets standards and expectations to ensure that a workforce with optimal levels of skills and experience is attracted and retained for the life of a project's delivery and ensure that relevant stakeholders can interact in a positive, collaborative and productive way through to successful project completion.

The Transport BPIC is a guidance document and is not mandatory. Applicants and/or Tenderers can demonstrate the intent and outcomes of the Transport BPIC in any manner it chooses to nominate throughout the procurement process. TMR will give full and reasonable consideration to alternative ways of achieving the Transport BPIC. Where a particular supplier is referred to within the Transport BPIC, this entitlement or obligation relates to that supplier or any suitable equivalent which the Applicants and/or Tenderers may wish to nominate. Nothing in the Transport BPIC requires an Applicant and/or Tenderer to make any commitment that would breach any laws.

## Contents

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<b>Quality Employment Standards</b> .....	<b>4</b>
Consultation, Dispute Resolution, Contract of Employment, Award Interaction and Related Matters.....	4
Casual Employment, Hours of Work and Related Matters.....	8
Wage Rates.....	12
Employer Contributions and Allowances.....	15
Types of Leave.....	23
Ending Employment and Other Matters Relating to Employment.....	25
<b>Safe Workplace Standards</b> .....	<b>31</b>
Hot Weather Guidelines, Toolbox Meetings, Quality Building Materials.....	31
Impairment Policy.....	33
Procedure for Dealing with Safety Issues or Incidents.....	47
<b>Working with Union Standards</b> .....	<b>50</b>
Union Representatives and Delegates, Facilities and Training Leave.....	50
<b>Appendices</b> .....	<b>52</b>
Appendix A: Classification Structure and Level Descriptions.....	52
Appendix B: Additional Electrical Trade Definitions.....	63
Appendix C: Standard Definitions.....	70
Appendix D: Forms and Additional Documents.....	73

# Quality Employment Standards

## Consultation, Dispute Resolution, Contract of Employment, Award Interaction and Related Matters

### 1. Consultation

- 1.1. Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the term of the Contract.
- 1.2. Consultative Committees may be set up for this purpose.
- 1.3. If the Employer has made a decision to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, the Employer must consult with the Employee(s) who will be affected by the decision.
- 1.4. As soon as practicable and prior to implementation, the Employer must discuss with the relevant Employees and/or their nominated representative/s (e.g. Union or other representative) the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.
- 1.5. For the purposes of the discussion the Employer will provide the relevant Employees and/or their nominated representative/s in writing:
  - (a) all relevant information about the change including the nature of the change proposed;
  - (b) information about the expected effects of the change on the Employees; and
  - (c) any other matters likely to affect the Employees.
- 1.6. However, the Employer is not required to disclose confidential or commercially sensitive information.
- 1.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 1.8. "Significant Effect" under clause 1.3 above includes termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.
- 1.9. Consultation about changes to rosters or hours of work

Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) affected and, if required their representative, about the proposed change.

- 1.10. As soon as practicable after proposing to introduce the change, the Employer must:
  - (a) discuss with the relevant Employees the introduction of the change;
  - (b) if requested by the Employees, and for the purposes of the discussion, provide to the relevant Employees and their representative details of the following in writing:
    - i. all relevant information about the change, including the nature of the change;
    - ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees;

- (c) invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities), and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their Union; and
- (d) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

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

## 2. Disputes Settlement Procedure

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

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

## 3. Contract of Employment

- 3.1. At the point of engagement of each Employee, the Employer must inform the person in writing whether the engagement is on a permanent or casual basis, stating by whom the Employee is employed, the job performed, the classification level, and the relevant rate of pay. Each new Employee shall upon commencement also be provided with a copy of this Document, or alternatively, access to the Document in electronic format at the discretion of the Employer.
- 3.2. The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training consistent with the Employee's classification provided that such duties do not promote deskilling.
- 3.3. If an Employee is absent from work for a period for which they have or will claim workers' compensation, the Employee's contract of employment shall remain intact during the period of absence. The Employer shall continue

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

#### 4. Employment Security

- 4.1. Without limiting the Employer's right to determine its operational requirements the Parties to this Document will encourage the continuity of employment for permanent employees with the aim of ensuring that permanent employment opportunities are not eliminated or eroded in-so-far as it is reasonably practicable to do so.
- 4.2. The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Document.
- 4.3. The Employer is also committed to maintaining a stable and skilled workforce, having regard to the contribution that a stable and skilled up workforce has for Employee's job security. The Employer also acknowledges that use of subcontractors or supplementary labour may amount to a workplace concern on the part of Employees. The Employer will take all reasonable measures to achieve employment security for the Employees in-so-far as it is practicable to do so.
- 4.4. If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee's under this Document, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.
- 4.5. Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the dispute's settlement procedure under this Document. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.
- 4.6. As soon as practicable after being awarded a contract upon request from the Union Delegate, the Employer shall inform the Union via its Union Delegate which subcontractors have been engaged for the project.

#### 5. Individual Flexibility Agreements

- 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:
  - (a) are about permitted matters under section 172 of the FW Act; and
  - (b) relates only to:
    - i. time between which ordinary hours are worked;
    - ii. salary sacrifice agreements;
    - iii. reduction in ordinary hours;
    - iv. increase in annual leave accrual each year;
    - v. increase in rate of accrual of Rostered days off;
    - vi. increase in wages;
    - vii. increase in training leave (Union or otherwise);
  - (c) are not unlawful terms under section 194 of the FW Act; and

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

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

- (a) in writing (including details of the terms that will be varied, how the variation agreement will vary the effect of the Enterprise Agreement terms, how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences);
- (b) includes the name of the Employer and Employee;
- (c) signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee;
- (d) provided to the Employee within 14 days after it is agreed to; and
- (e) able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

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

## 6. Inclusion

### First Nations People

- 6.1. The Employer recognises there is a significant Aboriginal and Torres Strait Islander (ATSI) population within Queensland and is committed to ensuring a significant representation of people who identify themselves as ATSI.
- 6.2. The Employer will ensure that all Employees receive cultural awareness training as part of the site induction process to ensure that all workers are made aware of the history and spiritual connection that Traditional Owners have with the area where the work is being performed.
- 6.3. A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the project reach 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation. The Employer will also implement policies that ensure:
  - (a) access to annual leave for participation in cultural and ceremonial activities;
  - (b) skill and career development opportunities for ATSI Employees; and
  - (c) the development of retention and promotion for ATSI Employees.

### Women in the Industry

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

## 7. Relationship to Awards and Other Documents

7.1. The following instruments are incorporated into this Document:

- (a) *Building and Construction General On-site Award 2010*;
- (b) *Mobile Crane Hiring Award 2010*;
- (c) *Electrical, Electronic and Communications Award 2010*;
- (d) *Plumbing and Fire Sprinklers Award 2010*;
- (e) *Asphalt Industry Award 2020*;

- (f) *Concrete Products Award 2020;*
- (g) *Premixed concrete Award 2020;*
- (h) *Professional Employees Award 2020;*
- (i) *Rail Industry Award 2020; and*
- (j) *Surveying Award 2020*
- (k) *IRC Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003 as it was immediately prior to its rescission*

## Casual Employment, Hours of Work and Related Matters

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### 8. Casual Employment

- 8.1. A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged for a casual employment the Employee will be informed in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.
- 8.2. A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Document except notice of termination (other than in accordance with clauses relating to annual leave, paid community services leave, paid personal (including carer's leave), and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid compassionate leave and carer's leave and other unpaid leave in accordance with the NES.
- 8.3. Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Casual Employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the relevant fares and travel allowance prescribed in this Document. On Saturdays and Sundays, a casual Employee is entitled to payment for a minimum of four (4) hours, plus the relevant fares and travel allowance as applicable.
- 8.4. A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed for the Employee's classification.
- 8.5. A casual Employee required to work overtime, or weekend work shall be entitled to the relevant penalty rates prescribed in this Document:
- (a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate for the Employee's classification;
  - (b) where the relevant penalty rate is double time, the Employee shall be paid 225% of the hourly rate prescribed for the Employee's classification; and
  - (c) where the relevant penalty is a public holiday, the Employee shall be paid 275% of the hourly rate prescribed for the Employee's classification.
- 8.6. For the purposes of clarity, the applicable contributions to CBUS/BUSS(Q)/Australian Super/Energy Super, BERT/CIRT/Protect, CIPQ/Energy Super Income Insurance/WageGuard, STQ, and BEWT/JetCo or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive in addition to their casual rate, penalty payments for Overtime, work performed on weekends, work performed on public holidays and RDOs.
- 8.7. Termination of all casual engagements shall require one hour's notice by either the Employer or Employee, or the payment or forfeiture of one hour's pay, as the case may be. This clause will not reduce the entitlements of injured Employees.
- 8.8. Casual Conversion

Casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in



excess of six-weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the Employer.

A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause 8.8 whose request is refused by the Employer, is entitled to be paid 175% of the hourly rate prescribed in this Document for the Employee's classification.

## 9. Hours of Work

### 9.1. Ordinary hours

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

### 9.2. Start and finish times

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

- (a) provide not less than 48 hours' notice to affected Employees of the change to start and finish times; and
- (b) have regard to the intention of avoiding excessive overtime.

### 9.3. Overtime

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

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

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

### 9.5. RDO and Weekend Work

- (a) The provisions of this Document relating to RDOs will apply to work conducted under this clause.
- (b) Where ordinary hours are worked on a Saturday the Employees will be paid at the rate of time and a half for the first two hours and double time thereafter; and
- (c) Where the ordinary hours are worked on a Sunday the employees will be paid at the rate of double time for all hours worked (unless a higher rate is provided in accordance with this Document, for example a public holiday or during Christmas shutdown).

## 10. Shift Work

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

10.2. For the purposes of this clause:

- (a) Afternoon shift means a shift starting at or after 10.00am and before 8.00pm;
- (b) Night shift means a shift starting at or after 8.00pm and before 6.00am; and
- (c) Day work (i.e. work commencing between 6.00am and 10.00am) is not shift work.

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

- (a) Afternoon Shift- Wage Rate plus 15% of the Wage Rate; and
- (b) Night Shift - Wage Rate plus 30% of the Wage Rate.

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

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

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

## 11. Overtime

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

## 12. Rostered Day Off

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

12.2 26 rostered days are scheduled to be taken off by an Employee for every 12 months' continuous service in accordance with the dates set out in accordance with the building industry calendar published annually. Of these RDO's 13 will be designated as Industry RDO's, the other 13 will be designated as Project RDO's, as per the industry calendar. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging safer and more productive projects.

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

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

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

12.6 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.

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

12.7.1 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

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

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

- 12.8 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.
- 12.9 An Employee may refuse to work a RDO in circumstances where the working of such a RDO would result in the Employee working hours which are unreasonable having regard to matters including:
  - 12.9.1 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;
  - 12.9.2 the Employee's personal circumstances including any family responsibilities;
  - 12.9.3 any other relevant matter; and
  - 12.9.4 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.

## 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 Document (rates are given per hour for ordinary hours of work).

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

### Construction Worker/Labourer Wage Rates

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
CW1 (85%)	\$33.15	\$34.14	\$35.17	\$36.22	\$37.31
CW2 (90%)	\$35.10	\$36.15	\$37.24	\$38.36	\$39.51
CW3 (92%)	\$35.88	\$36.96	\$38.07	\$39.21	\$40.38
CW4 (96%)	\$37.44	\$38.56	\$39.72	\$40.91	\$42.14
CW5 (100%)	\$39.00	\$40.17	\$41.38	\$42.62	\$43.89
CW6 (105%)	\$40.85	\$42.08	\$43.34	\$44.64	\$45.98
CW7 (110%)	\$42.90	\$44.19	\$45.51	\$46.88	\$48.28
CW8 (115%)	\$44.85	\$46.20	\$47.58	\$49.01	\$50.48

### Electrical Worker Wage Rates

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Grade 2 (90%)	\$35.04	\$36.09	\$37.17	\$38.29	\$39.44
Grade 3 (93%)	\$36.31	\$37.40	\$38.52	\$39.68	\$40.87
Grade 4 (96%)	\$37.63	\$38.76	\$39.92	\$41.12	\$42.35
Grade 5 (100%)	\$39.00	\$40.17	\$41.38	\$42.62	\$43.89
Grade 6 (105%)	\$40.95	\$42.18	\$43.44	\$44.75	\$46.09
Grade 7 (110%)	\$43.00	\$44.29	\$45.62	\$46.98	\$48.39
Grade 8 (115%)	\$45.15	\$46.50	\$47.90	\$49.33	\$50.81

### Mechanical Worker Wage Rates

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
MW1 (85%)	\$33.15	\$34.14	\$35.17	\$36.22	\$37.31
MW2 (90%)	\$35.10	\$36.15	\$37.24	\$38.36	\$39.51
MW3 (100%)	\$39.00	\$40.17	\$41.38	\$42.62	\$43.89
MW4 (105%)	\$40.85	\$42.08	\$43.34	\$44.64	\$45.98
MW5 (110%)	\$42.90	\$44.19	\$45.51	\$46.88	\$48.28
MW6 (115%)	\$44.85	\$46.20	\$47.58	\$49.01	\$50.48

**Plumbing and Mechanical Services Wage Rates**

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (55%)	\$21.45	\$22.09	\$22.76	\$23.44	\$24.14
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) (75%)	\$29.25	\$30.13	\$31.03	\$31.96	\$32.92
Plumbing and Mechanical Services Worker Level 3 (100%)	\$39.00	\$40.17	\$41.38	\$42.62	\$43.89
Plumbing and Mechanical Services Tradesperson Level 1 (100%)	\$39.00	\$40.17	\$41.38	\$42.62	\$43.89
Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)	\$40.95	\$42.18	\$43.44	\$44.75	\$46.09
Plumbing and Mechanical Services – Special Class Level 1 (110%)	\$42.90	\$44.19	\$45.51	\$46.88	\$48.28
Plumbing and Mechanical Services – Special Class Level 2 (115%)	\$44.85	\$46.20	\$47.58	\$49.01	\$50.48
Advanced Plumbing and Mechanical Services Tradesperson Level 1 (120%)	\$46.80	\$48.20	\$49.65	\$51.14	\$52.67
Advanced Plumbing and Mechanical Services Tradesperson Level 2 (125%)	\$48.75	\$50.21	\$51.72	\$53.27	\$54.87

**Fire Sprinkler Wage Rates**

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Sprinkler Fitter Assistant (86.29%)	\$33.70	\$34.71	\$35.75	\$36.82	\$37.93
Sprinkler Fitting Tradesperson Level 2 (105%)	\$40.95	\$42.18	\$43.44	\$44.75	\$46.09
Sprinkler Fitting Tradesperson – Special Class Level 1 (110%)	\$42.90	\$44.19	\$45.51	\$46.88	\$48.28
Sprinkler Fitting Tradesperson – Special Class Level 2 (115%)	\$44.85	\$46.20	\$47.58	\$49.01	\$50.48

Advanced Sprinkler Fitting Tradesperson – Level 1	\$46.80	\$48.20	\$49.65	\$51.14	\$52.67
Advanced Sprinkler Fitting Tradesperson – Level 2	\$48.75	\$50.21	\$51.72	\$53.27	\$54.87

### Roofing Wage Rates

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Roof Plumber (1st 12 months of employment only) (75%)	\$29.25	\$30.13	\$31.03	\$31.96	\$32.92
Roof Plumber (80% competent to trade level) (80%)	\$31.20	\$32.14	\$33.10	\$34.09	\$35.12
Roof Plumber (fully competent to trade level) (100%)	\$39.00	\$40.17	\$41.38	\$42.62	\$43.89
Roof Plumber (possessing relevant Certificate III trade qual) (105.2%)	\$40.95	\$42.18	\$43.44	\$44.75	\$46.09

### 13. Apprentices and Trainees

- 13.1. Apprentices/Trainees shall be entitled to all of the applicable rates and conditions of employment prescribed by this Document.
- 13.2. For clarification, in addition to the applicable rates of pay, Trainees are entitled to receive full daily travel, redundancy contributions, superannuation, welfare fund contributions and any other entitlements in accordance with this document. Such entitlements shall not be paid at rates applicable to Apprentices. Payments will be made into funds nominated in the definitions of this document.
- 13.3. 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*.
- 13.4. Apprentices/Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.
- 13.5. The Employer shall be responsible for meeting all costs associated with Apprenticeship/Traineeship training, including any student registration, tuition fee or other course costs.
- 13.6. 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.
- 13.7. 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.
- 13.8. Where an Apprentice has entered a Competency Based Training document, the provision of tools will be on the following basis:
- (a) during the term of Apprenticeship, an Employer shall, in respect of each level of the Apprenticeship program, supply the Apprentice with tools of trade, to a minimum retail value of \$600.00;

- (b) the supply of tools of trade for each level of the program shall be linked to the successful achievement of competencies or, where appropriate, the demonstration of approved levels of progression towards the achievement of competencies as prescribed by the relevant National Training Package or in the relevant Award;
- (c) supply of tools will occur no later than three (3) months after the expiry of the probationary period or within a period of six (6) months from the date of commencement of the employment, whichever first occurs, and no later than three (3) months into subsequent levels of the Apprenticeship;
- (d) apprentices employed under part-time or school-based arrangements shall be entitled to a supply of tools consistent with the requirements as outlined in clause 13.6 and clause 13.7 above.

### 13.9. Apprentice Training

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

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

### Apprentice Wage Rates (Construction, Electrical and Plumbing Trades)

Level	% of Base Trade Rate	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Stage 1	55%	\$21.45	\$22.09	\$22.76	\$23.44	\$24.14
Stage 2	65%	\$25.35	\$26.11	\$26.89	\$27.70	\$28.53
Stage 3	80%	\$31.20	\$32.14	\$33.10	\$34.09	\$35.12
Stage 4	90%	\$35.10	\$36.15	\$37.24	\$38.35	\$39.51

### Employer Contributions and Allowances

#### 14. Superannuation

- 14.1. The Employer shall pay superannuation in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time but shall be no less than 9.5% of ordinary time earnings into an eligible fund as defined in this Document.
- 14.2. The Employer shall pay superannuation in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)* as amended from time to time. Superannuation for employees must be paid in accordance with the provisions of this clause. Contributions shall be no less than the amounts prescribed, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out below.

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

- 14.2.1 9.5% - effective first full pay period July 2020;

- 14.2.2 10% - effective first full pay period July 2021;
- 14.2.3 10.5% - effective first full pay period July 2022; and
- 14.2.4 11% - effective first full pay period July 2023.

## 15. Redundancy Contributions

- 15.1. The Employer will meet all of the liabilities for Redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the Employee's Redundancy fund is paid to the Employee when the Employee is entitled to that payment pursuant to the terms of the Employee's Redundancy fund (as defined in this Document) an amount equal to the following:
- (a) \$73.00 per Employee effective first pay period January 2020;
  - (b) \$77.00 per Employee effective first pay period January 2021; and
  - (c) \$81.00 per Employee effective first pay period January 2022.
- 15.2. In the case of contributions made to employees who have either a CERT or BERT redundancy account, the Employer must also contribute the amounts prescribed below. In the case of CFMEU and CEPU Members the payment is to be made to BEWT and in the case of ETU Members payment is to be made to JetCo an amount equal to the following:
- (a) \$10.00 per Employee effective first pay period January 2020;
  - (b) \$10.00 per Employee effective first pay period January 2021; and
  - (c) \$10.00 per Employee effective first pay period January 2022.
- 15.3. Apprentice contributions shall be calculated using the following percentage of the trade rate:
- (a) 1st stage – 50%;
  - (b) 2nd stage – 60%;
  - (c) 3rd stage – 75%; and
  - (d) 4th stage – 90%.
- 15.4. Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming workers' compensation for a maximum period of 12 months.
- 15.5. Where the Employee's balance in the Employee's Redundancy fund reaches \$15,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund. It is the Employee's option only. Where an Employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.
- 15.6. Contributions to the Employee's Redundancy fund must be made, at a minimum, on a monthly basis. Details of the Employer's contribution for each month including when contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month.

## 16. Training Contributions

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



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

16.2 The Employer agrees to support JetCo Inc by contributing for each Employee, including casuals, apprentices and trainees, who is paid under the classifications set out in this Document, the weekly amount of \$10.00 per week. Contributions will continue to be paid on behalf of an employee during any period of authorised leave.

#### Plumbing Trades Training Levy

16.3 STQ is a partnership between the CEPU (as the Plumbers Union Qld) and the Services Trades sectors of: plumbing; air conditioning and mechanical services; and fire protection.

16.4 As represented by their respective employer associations: The Master Plumbers Association Queensland; the National Fire Industry Association Queensland; and Air Conditioning and Mechanical Contractors Association Queensland.

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

16.6 STQ's core business objectives are:

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

16.7 The Employer agrees to support STQ by contributing \$30.00 weekly for each Employee engaged under a Plumbing, Mechanical Plumbing, Sprinkler Fitting or Pipe Trade classification, including casuals, apprentices and trainees, who is paid in accordance with this document under the classifications set out in this document.

16.8 To avoid all doubt, this amount is paid in addition to all payments set out in this Document.

16.9 Contributions will continue to be paid on behalf of an Employee during any absence of authorised leave, and during any absence of paid leave (including periods on WorkCover (for the first 12 months), CIPQ and QLeave).

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

## 17. Allowances

### 17.1 Fares and Travel Allowance

All employees shall be entitled to receive the fares and travel allowance in accordance with the relevant Award. The travel allowance shall be paid at the rates provided in the allowance table below.

Apprentices shall receive the following percentage of the amount:

- i. 1<sup>st</sup> Stage – 75%;
- ii. 2<sup>nd</sup> Stage – 85%;
- iii. 3<sup>rd</sup> Stage – 90%; and
- iv. 4<sup>th</sup> Stage – 95%

### 17.2 Leading Hand Allowance

A leading hand is an Employee who is given by the Employer, or the Employer's agent, the responsibility of directing and/or supervising the work of one or more other persons. A person specifically appointed to be a

leading hand, will be paid for all purposes, the leading hand allowance appropriate for the number of persons in the Employee's charge. Additionally, a leading hand will be paid at the hourly rate of the highest classification supervised or the Employee's own hourly rate, whichever is the highest. Leading Hand allowance shall be paid at the rates provided in the table below.

### 17.3 Power Tools

Where an Employee is specifically required to supply their own power tools (maximum of three commercial quality power tools plus a lead) by the Employer, the Employer will be responsible for all consumables and tagging and will replace all stolen tools if in an Employer lock up. Where the Employer requires the Employee to lend a power tool to another Employee, the Employer is deemed to have taken ownership of the tool and will replace the tool with a new tool of the same brand and model or an agreed alternative. Power tools allowance shall be paid at the rates provided in the table below.

### 17.4 Tradesperson Allowance

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

### 17.5 Electrician Licence Allowance

17.5.1 Where an Employee is engaged and is working as an Electrical Tradesperson (as defined in the classifications of this Document), and where the Employee is required to hold an appropriate electrician's license, the Employee will receive an allowance. The Electrician Licence allowance shall be paid at the rates provided in the table below.

17.5.2 For the purpose of this allowance, an appropriate Electrician's License will be a QLD Electrician's License, or authorised license recognition from the QLD Department of Fair Trading.

### 17.6 Qualified Technical Person Allowance

17.6.1 Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an electrical contracting company.

17.6.2 The QTP who is required to fulfil the role of endorsee to the electrical contracting company and sign the appropriate paperwork, will be paid the weekly all-purpose allowance, detailed in the table below.

17.6.3 The Employer will support the QTP in meeting their obligations under the *Electrical Safety Act*. The QTP's role will include but not be limited to:

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

### Statutory Authorities Allowance

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

### 17.8 Plumbing, Fire and Pipe Trades Licence Allowance

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

#### 17.9 Welding Allowances

Mechanical tradespersons required to perform welding work that is tested shall be paid the allowances detailed in the table below. The allowances shall be paid for all purposes.

- 17.9.1 Welder tested: A person who, because of the requirements of the employer, has met and remains capable of meeting a practical test, e.g. the relevant regulatory requirements for AS 1554SP.
- 17.9.2 Welder Special Class: A person who has passed the tests required either prior to or after commencing employment, to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.
- 17.9.3 Welder Special Class – Exotic Materials: A person who has passed the tests required by the employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:
  - 17.9.3.1 Stainless Steel (304, 310, 316 and 904 grade)
  - 17.9.3.2 Aluminium
  - 17.9.3.3 Chrome Molybdenum
  - 17.9.3.4 Nine per cent (9%) Ni Steel
  - 17.9.3.5 A333 Grade 6
- 17.9.4 Testing for the work associated with these allowances may be required prior to employment and during employment, to ensure that qualifications are relevant and up to date.

#### 17.10 Certificate Allowance

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

#### 17.11 Living Away from Home Allowance

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

17.11.4 Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided.

17.11.5 Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

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

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

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

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

## 17.12 Engagement of More than One Mobile Crane

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

17.12.1.1 Where two mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

- From 1/7/2020 - \$ 4.34.
- From 1/7/2021 - \$ 4.51.
- From 1/7/2022 - \$ 4.69.

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

- From 1/7/2020 - \$ 8.34.
- From 1/7/2021 - \$ 8.67.
- From 1/7/2022 - \$ 9.02.

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

- From 1/7/2020 - \$ 12.82.
- From 1/7/2021 - \$ 13.33.
- From 1/7/2022 - \$ 13.86.

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

- From 1/7/2020 - \$ 16.94.
- From 1/7/2021 - \$ 17.62.
- From 1/7/2022 - \$ 18.32.

Table of Allowances

Allowance	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Daily Fares and Travelling Allowance	\$35.00	\$36.05	\$37.13	\$38.25	\$39.39
Travelling outside radial areas (per Km)	\$0.80	\$0.82	\$0.84	\$0.87	\$0.90
Living Away from Home Allowance (per day)	\$77.60	\$79.93	\$82.33	\$84.80	\$87.35
Leading Hand Allowance (hour)					
In charge of not more than 1 person	\$0.76	\$0.78	\$0.80	\$0.82	\$0.85
In charge of 2-5 persons	\$1.65	\$1.70	\$1.75	\$1.80	\$1.90
In charge of 6-10 persons	\$2.10	\$2.16	\$2.22	\$2.29	\$2.35
In charge of 11 plus persons	\$2.79	\$2.88	\$2.97	\$3.06	\$3.15
First Aid Allowance					
Senior First Aid	\$4.15	\$4.27	\$4.40	\$4.53	\$4.67
Occupational First Aid	\$6.55	\$6.75	\$6.95	\$7.16	\$7.37
Meal Allowance	\$21.36	\$22.00	\$22.66	\$23.34	\$24.04
Tradesperson Allowance (hour)	\$3.28	\$3.28	\$3.28	\$3.28	\$3.28
Electricians License (hour)	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90
Certificate allowance (hour)	\$0.99	\$0.99	\$0.99	\$0.99	\$0.99
JETCO (week)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Power Tools	\$0.99	\$1.02	\$1.05	\$1.08	\$1.11
Plumbing, Fire and Pipe Trade Licence Allowance (hour)	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90
Statutory Authorities (week)	\$49.08	\$49.08	\$49.08	\$49.08	\$49.08
STQ (week)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00

<b>Lift Industry Allowances</b>					
<b>All-purpose Leading Hand Allowance (hour)</b>					
Less than 5 employees	\$2.45	\$2.52	\$2.60	\$2.68	\$2.76
More than 6 – less than 10	\$3.05	\$3.14	\$3.24	\$3.33	\$3.43
More than 10	\$3.67	\$3.78	\$3.89	\$4.01	\$4.13
<b>Electrical Employees Allowance</b>					
Qualified Technical Person Allowance	\$262.50	\$270.38	\$278.49	\$286.84	\$295.45
<b>Mechanical Employees Allowances (hour)</b>					
Welder - tested	\$1.42	\$1.48	\$1.52	\$1.57	\$1.62
Welder - Special Class	\$2.48	\$2.55	\$2.63	\$2.71	\$2.79
Welder – Special class Exotic materials	\$4.35	\$4.48	\$4.61	\$4.75	\$4.90

### Health and Safety Representative

Where an employee is elected by Employees of the Employer as a HSR, and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CE4/EW4 (as the context requires), or the Employee's usual classification. In addition, an HSR is entitled to an all-purpose hourly allowance of:

<b>1 July 2020</b>	<b>1 July 2021</b>	<b>1 July 2022</b>	<b>1 July 2023</b>
\$2.51	\$2.59	\$2.66	\$2.74

### Union Delegate

Where an employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4/EW4 (as the context requires), or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance of:

<b>1 July 2020</b>	<b>1 July 2021</b>	<b>1 July 2022</b>	<b>1 July 2023</b>
\$2.51	\$2.59	\$2.66	\$2.74

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

## Types of Leave

### 18. Annual Leave

- 18.1 A full time Employee is entitled to annual leave at the rate of four (4) weeks at the ordinary wage rate for each year of continuous service as consistent with the FW Act. The period of annual leave shall be exclusive of any public holiday that may occur during that period. Part-time Employees are entitled to a pro rata amount of annual leave in accordance with the National Employment Standards (NES).

Notwithstanding the above, an employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave as provided for in the NES. A shift worker shall mean an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

- 18.2 In addition to paid annual leave, the Employee will receive an annual leave loading of 17.5%, calculated at the Employee's ordinary rate of pay, exclusive of allowances.
- 18.3 Annual leave accrues on a weekly basis and accumulated annual leave hours will be credited to an Employee upon the completion of each one (1) week period of service with the Employer.
- 18.4 The Employer may direct an Employee to take accrued leave.
- 18.5 Unused annual leave carries forward each year.
- 18.6 It is recommended that Employees provide at least four weeks' notice of their intention to take annual leave and must ensure that their request for leave has been approved prior to the leave being taken. Annual leave must be taken at a time mutually agreed between the parties and in accordance with operational requirements.
- 18.7 The Employer may direct Employees to take accrued annual leave during the holiday shutdown period. If an employee does not have sufficient accrued leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued. The shutdown period is generally seven (7) days but the precise number of days will be agreed and communicate to Employees at least one month prior to the shutdown period.
- 18.8 At the written agreement between the Employer and Employee, annual leave may be taken as a payment in lieu of leave subject to the following;
- (a) balance of four (4) weeks leave must be maintained; and
  - (b) the payment in lieu will be equal to the pay for that period of time as prescribed in subclause 18.9.
- 18.9 Cashed out annual leave will be paid at the Employee's ordinary rate of pay plus 17.5% annual leave loading, exclusive of allowances.
- 18.10 Casual Employees do not accrue any annual leave.

### 19. Long Service Leave

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

### 20. Other Leave

- 20.1. Permanent Employees shall be entitled to paid personal leave when they are absent from work due to:
- (a) personal illness or injury (sick leave);

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

20.2. Personal leave shall accrue as follows:

- (a) Three days in the first month and then one additional day at the beginning of each of the next nine-calendar months will be available in the first year of employment;
- (b) 12 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement; and
- (c) All unused personal leave is cumulative.

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

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

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

## 21. Family Violence Leave

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

- (a) is physically or sexually abusive;
- (b) Is emotionally or psychologically abusive;
- (c) is economically abusive;
- (d) is threatening;
- (e) is coercive;
- (f) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (g) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to above.

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

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

21.3. For the purposes of clauses 21.2(b) and 21.2(e), a relationship may be an intimate personal relationship whether or not it is sexual in nature.



#### 21.4. Confidentiality

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

#### 21.5. Leave

- (a) An employee experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed for their classification by this Document applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.
- (b) Family violence leave is in addition to any other existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.
- (c) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.
- (d) In addition, the Employer may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.
- (e) For the avoidance of doubt, family violence leave does not cumulate from year to year and is not paid out on termination of employment.

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

### **Ending Employment and Other Matters Relating to Employment**

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#### **22. Termination of Employment**

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

#### 22.2. Performance/General Misconduct

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

#### 22.3. Step 1 – First Written Warning

- (a) The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:
  - i. The issues of concern; and
  - ii. The standards of improvement required.
- (b) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct.

#### 22.4. Step 2 – Final Written Warning

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

If appropriate the Employer will then issue a final written warning detailing:

- i. The issues of concern; and
  - ii. The standards of improvement required; and
  - iii. That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.
- (b) If an Employee does not repeat the same offence which produced the need for the final warning, within 6 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

#### 22.5. Step 3 – Dismissal

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

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

### 23. Time and Wages Records

23.1. Particulars of details of payment to each Employee must be included on the envelope including the payment or in a statement handed to the Employee at the time payment is made and will contain the following information:

- (a) name of Employer;
- (b) name of Employee;
- (c) employee's classification;
- (d) date of payment and period covered by wage statement;
- (e) details of the number of ordinary hours worked;
- (f) details of the number of overtime hours worked;
- (g) the ordinary hourly rate and amount paid at that rate;
- (h) the overtime hourly rates and the amounts paid at that rate;
- (i) the gross wages paid;
- (j) the net wages paid;
- (k) details of any deductions made from wages;
- (l) details of all accrued entitlements such as RDOs, personal leave, annual leave etc.; and

- (m) details of the Employer Superannuation contribution, including when the contribution was made and the amount details of the Employee contribution, including when contribution was made and the amount.

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

- (a) the Employee's date of birth;
- (b) date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;
- (c) the Employee's tax file number;
- (d) the Employee's Superannuation Membership number;
- (e) daily details of work including:
  - i. Daily start time and finish time;
  - ii. Time lunch and crib breaks taken;
  - iii. Total ordinary hours worked and resulting wage;
  - iv. Total time and a half hour worked and resulting wage;
  - v. Total double time hours worked and resulting wage;
- (f) details of allowances paid;
- (g) details and payment for RDOs, Personal and annual leave, public holidays;
- (h) details of deductions;
- (i) details of additions;
- (j) total gross allowances paid per week and year to date;
- (k) total gross wages paid per week and year to date;
- (l) tax deducted from wages per week and year to date;
- (m) net wages per week and year to date;
- (n) RDO's, sick and annual leave accrued per week and year to date; and
- (o) Superannuation and Redundancy contributions paid per week and year to date.

## 24. Sham Contracting

24.1. Sham contracting occurs when an Employer engages an individual to perform work under a contract for services where the true character of the engagement or proposed engagement is that of employment.

24.2. The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Document. The Employer will ensure that sham contracting does not occur and agree that sham contracting is prohibited by this Document. The Employer will not enter into a contract with another person ("the Contractor") under which services in the nature of building work are to be provided to the employer, if:

- (a) the services are to be performed by an individual (who is not the Contractor); and the individual has any ownership in, or is an officer or trustee of, the contractor; and
- (b) if the contract were entered into with the individual, the contract would be a contract of employment.

24.3. The Employer will maintain records about any Contractors that it has engaged in the preceding month which will include:

- (a) the name of the Contractor;
- (b) the owner(s) of the Contractor;
- (c) the works that the Contractor was engaged to perform;
- (d) basis on which the Contractor was paid for the work e.g. lump sum/fixed price, daily rate, other; and

- (e) advice as to whether the works that the Contractor was engaged to perform were previously performed by an Employee covered by this Document.

24.4. The Employer will, within 7 days of receiving a written request from an Employee, provide a copy of the records which it is required to keep pursuant to the previous sub clause. Nothing in this sub clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth)*.

24.5. Where in breach of this clause a sham contract was in place, such that that Contractor was in fact an Employee under this Document, the calculation for back pay will be calculated on the basis of the difference between what they were paid under sham contract arrangement and:

- (a) 175% of the applicable rate; plus
- (b) The site allowance (if applicable); plus
- (c) The multi-storey allowance (if applicable); plus
- (d) Contributions to the nominated Superannuation fund and redundancy contribution fund.

## 25. Security of Payments

25.1. The Employer recognises that the under, non or late payment of building industry participants for services rendered can affect the entitlements of workers and the security of their employment.

25.2. The Employer acknowledges its obligations under the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)*.

25.3. The Employer will not engage in illegal or fraudulent phoenix activities for the purpose of avoiding any payment due to another building contractor or building industry participant or other creditor.

25.4. The Employer will:

- (a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors;
- (b) ensure that payments which are due and payable are made in accordance with applicable legislative requirements including the Code and are not unreasonably withheld;
- (c) have a documented dispute settlement process in accordance with all applicable legislative requirements including the Code that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and must comply with that process; and
- (d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.

25.5. The Employer will keep records demonstrating its compliance with clause 25.4 above. The Employer will, within 7 days of receiving a written request from an Employee who has a reasonable belief of a non-compliance with clause 25.4 above, provide evidence demonstrating its compliance. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth)*.

## 26. Salary Sacrifice Arrangements

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

- (a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.
- (b) The Employee wishing to enter into a salary sacrifice arrangement will be required to notify his/her Employer in writing of the intention to do so and have sought expert advice in relation to entering

into such an arrangement.

- (c) The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the Employees under the Document.

## 27. Engagement of Non-Citizens or Non-Residents

27.1. In this clause the term temporary engagement of non-citizens or non-residents means a person that is not an Australian citizen or Australian permanent resident (within the meaning of the *Migration Act 1958 (Cth)* who is employed or engaged to undertake building work by the Employer.

27.2. The Employer recognises that the engagement of temporary non-citizens or non-residents may undermine the job security of the Employees covered by this Document. The parties wish to limit the circumstances in which non-citizens or non-residents can be engaged so as to ensure the job security of the Employees covered by this Document.

27.3. The Employer will not engage temporary non-citizens or non-residents unless:

- (a) the position is first advertised in Australia; and
- (b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the *Migration Act 1958 (Cth)* would be likely to be informed about the position; and
- (c) any skills or experience requirements set out in the advertising were appropriate to the position; and
- (d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job;
- (e) temporary non-citizens or non-residents will be engaged in accordance with this Document.

27.4. The Employer will, within 7 days of receiving a written request from an Employee provide evidence demonstrating its compliance with this clause 27 of this Document. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth)*.

Where an employer engages temporary non-citizens or non-residents in breach of this clause, the position shall, as soon as practicable, be re-advertised and filled by the employer strictly in accordance with this clause.

## 28. Compliance with this Document

28.1. Complaints, queries and concerns regarding entitlements paid in relation to the Award or this Document shall be raised and resolved in accordance with the disputes procedure in this Document. Authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements. Authorised industrial inspectors or permit holders shall be provided access to time and wages records in accordance with the FW Act.

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

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

- (a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation;
- (b) Legislative requirements such as:
  - i. *the Fair Work Act 2009*;
  - ii. QLD Workers Compensation;
  - iii. Superannuation; and
  - iv. Long Service Leave.

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

### **29. Positing of Documents and Notices**

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

### **30. Severability**

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

# Safe Workplace Standards

## Hot Weather Guidelines, Toolbox Meetings, Quality Building Materials

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### 1. Hot Weather Guidelines

1.1 Under this Document when air temperature reaches

- (a) 35°C; or
- (b) 28°C and 75% humidity or more, after three hours from commencement of the shift in South East Queensland it shall constitute inclement weather (Extreme Hot Weather).

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

1.2 Before finishing work, Employees should be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 1.6 below. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. BOM weather stations used for weather observations shall be the closest to the project and or with similar weather conditions.

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

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

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

- (a) where the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 1.8 below.
- (b) where the temperature is 28°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 1.5 below.

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

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

## 2. Toolbox Meetings

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

## 3. Quality Building Materials

- 3.1. The Parties recognise the complex issue of non-conforming building products (NCBPs). NCBPs are building products about which false claims have been made as to their quality and purpose or do not meet required standards for their intended use. A building product is non-conforming if, in association with a building, the product:

- (a) is not, or will not be, safe;
- (b) does not, or will not, comply with relevant regulatory provisions; or
- (c) does not perform, or is not capable of performing, for the use to the standard represented.

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

- 3.2. The Employer will only use products in building work that comply with relevant Australian standards published by, or on behalf of, Standards Australia in accordance with the National Construction Code.
- 3.3. In order to maintain compliance with the Code, and in line with other regulatory requirements, the Employer will maintain records in accordance with relevant legislation.
- 3.4. The Employer will, within 7 days of receiving a written request from an Employee, provide a copy of the records which it is required to keep pursuant to the previous clause 3.3 above.



## Impairment Policy

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### 1. Principles

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

### 2. Scope

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

### 3. Structure

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

#### 3.1. Training & Awareness

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

#### 3.2. Testing

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

#### 3.3. Support Services

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

### 4. Objectives

- 4.1. The objectives of this policy are as follows:
  - (a) To provide a safe and healthy working environment for all workers;

- (b) To work collaboratively in the implementation and co-ordination of this policy with employees, employers and their elected representatives to achieve the objectives of this policy;
- (c) To eliminate and control risks which may lead to impairment affecting health and safety in the workplace;
- (d) To ensure that there is a mechanism for managing impairment at work that is transparent, objective and in accordance with the purpose of this policy;
- (e) To ensure that all persons are provided with adequate information and education on the health and safety issues surrounding impairment, and on the operation of this policy;
- (f) To ensure that employees have access to rehabilitation, support and counselling of their choice on a voluntary basis that is independent, professional and confidential, without jeopardising their employment;
- (g) To ensure confidentiality of information concerning the application of this policy to a worker is maintained.

## 5. Responsibilities

### 5.1. The employer shall:

- (a) Provide a work environment that is safe and without risks to health and safety;
- (b) Provide information about the testing requirements to all existing employees, contractors and labour hire staff and to all new staff at the point of induction;
- (c) Ensure that this policy is implemented fairly and equitably across all sections of the workforce;
- (d) Comply with the four policy implementation steps outlined below;
- (e) Have adequate resources (e.g., a room that allows for confidential impairment assessments to be discussed, if necessary, suitable transport to safely remove impaired employees from the workplace to be able to meet the objectives of this policy).

### 5.2. Employees shall:

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

## 6. Policy Implementation Will Involve the Following Steps

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

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

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

## 7. Definition of a Worker

- 7.1. Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:
- (a) an employee (either salaried or wages);
  - (b) a contractor or subcontractor;
  - (c) an employee of a contractor or subcontractor;
  - (d) an employee of a labour hire company;
  - (e) an apprentice or trainee;
  - (f) a student gaining work experience;
  - (g) an outworker;
  - (h) a volunteer;
  - (i) a visitor to a workplace.

## 8. Training

- 8.1. The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principle contractor workers), sub-contractors and labour hire workers at least once every two years.
- 8.2. In addition to the below training course outlines, principal contractors will be required to develop a site-specific information session to be delivered as part of the site induction outlining their Drug and Alcohol testing procedures for the site.
- 8.3. The below requirements will be audited on an annual basis. Requirements for an approved training provider:
  - (a) Must have previous experience delivering Workplace Impairment Training;
  - (b) Must consult with professional organisations to develop all training courses;
  - (c) Must be able to demonstrate a continuous improvement plan for each training course.
- 8.4. Trainers must have the following qualifications:
  - (a) Cert IV in WHS;
  - (b) Cert IV in Training and Assessing (TAE);
  - (c) Nationally Accredited Course in On-Site Drug and Alcohol Testing;
- 8.5. All training must be delivered Face to Face (F2F).
- 8.6. Workplace Impairment Training (WIT)
  - (a) WIT course must be a minimum of (2) hours in length and must cover the following topics:
    - i. Australian Workplace Health and Safety construction statistics;
    - ii. Overview of the Workplace Health and Safety Act, state specific;
    - iii. Mental Health - discussing at length stress, anxiety and depression;
    - iv. Fatigue - overview of causes and coping mechanisms;
    - v. Illness and Injury - management of illness and injury, legal requirements and rehabilitation process;
    - vi. Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;
    - vii. Legal/Illegal Drugs and Alcohol - statistics on current usage, potential negative consequences to the workplace, workplace deaths and accidents associated with drug and alcohol use;
    - viii. Harm related to drug and alcohol use;
    - ix. Understanding what a standard drink is and how long this will stay in your system;
    - x. Detection rates for illegal drugs;
    - xi. Administering self-alcohol and drug tests;
    - xii. Information about EAP and the services they offer.
- 8.7. Preliminary Impairment Assessor (PIA)
  - (a) PIA training must be a minimum of (4) hours in length and must cover the following topics:

- i. Understanding the signs of impairment;
  - ii. Conflict resolution;
  - iii. Skills to conduct an impairment Assessment;
  - iv. Overview of what a PIA is;
  - v. What are possible impairment factors;
  - vi. Causes and symptoms of impairment;
  - vii. Investigative skills.
- (b) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:
- i. the training session will not interfere with workers wanting to use the room for smoko or lunch; or
  - ii. the training session will not be interfered with by workers wanting to use the room in general.
- 8.8. No worker can be tested for drugs and/or alcohol unless they have been trained in this policy.

## 9. Testing Methods

### 9.1. Alcohol Testing Method

Alcohol testing must only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.

### 9.2. Drug Testing Method

- (a) Drug testing may only be performed by oral fluid testing;
- (b) The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Process for specimen collection and the detection and quantitation of drug in oral fluid);
- (c) The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;
- (d) The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

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

- (a) Alcohol;
- (b) Opiates;
- (c) THC;
- (d) Cocaine;
- (e) Benzodiazepines;
- (f) Amphetamine; and
- (g) Methamphetamine

## 10. Testing Provider

- 10.1. Must be NATA Accredited.
- 10.2. Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.
- 10.3. Must be agreed upon by the PC/Employer and the Union.
- 10.4. Minimum standards that the testing company must meet are as follows:
  - (a) competent and trained staff;
  - (b) appropriate equipment and instruments;
  - (c) proper management and storage of test kits and reagents;
  - (d) secure and controlled storage and management of samples;
  - (e) comprehensive record keeping; and
  - (f) clear and precise reporting.
- 10.5. Before the Authorised Testing Agent is engaged to be the sample collector for the principle contractor all relevant stakeholders must be engaged to make sure there is no conflict of interest and that they are totally independent. If a conflict of interest exists, or should arise, the Authorised Testing Agent must report it immediately.

## 11. Room Requirements

- 11.1. Each workplace shall have a room nominated for use to undertake drug and alcohol testing consistent with this procedure. This room will not normally be the first aid room at a workplace unless a workplace has multiple first aid rooms and the use of a first aid room for the purpose of drug and alcohol testing will not affect the ability of the workplace to respond to a first aid incident.
- 11.2. The room selected for use must so far as reasonably practicable:
  - (a) Provide privacy for the Worker being tested including but not limited to:
    - i. Have a closing door;
    - ii. Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows;
    - iii. Not allow conversations to be casually overheard by other workers;
  - (b) Be clean and hygienic;
  - (c) Be free from interruption whilst testing is being undertaken;
  - (d) Include discrete entry and exit.

## 12. Testing Requirements

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

- 12.2. Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.
- 12.3. Drugs; As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual agreement by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:
- where there are less than 30 Workers at a workplace – at least 10% of the workforce;
  - where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and
  - where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;
  - The frequency of testing and the number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

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

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

#### 12.5. Other Jobs

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

### 13. Prescribed Medications

- 13.1. Workers that are taking Prescribed Drugs or Pharmacy Only Drugs that they believe could register a positive test result should inform the Authorised Testing Agent prior to undergoing any requested test.
- 13.2. If a Worker fails to declare that they are taking Prescribed Drugs or Pharmacy Only Drugs before being tested and they record a Non Negative Result Initial Test result, a post test declaration will not be considered relevant to the result and the Worker will be excluded from duty for the remainder of the shift, subject to a Confirmatory Test.
- 13.3. Workers who record a Non-Negative Result Initial Test result will be excluded from their work duties and the workplace until a Confirmatory Test result has been received.
- 13.4. If that confirmatory result is a Positive Result Confirmatory Test, then:
- The terms and conditions of the applicable industrial agreement shall be observed in relation to consultation and consequence management action.
- 13.5. When a confirmatory test result is negative or the result recorded is less than the target level or is consistent with a level expected from therapeutic use of a Prescribed Drug or Pharmacy Only Drug, which was advised by the Worker, then the test result shall be considered a Negative Result Initial Test for the purpose of any consequence management action.
- 13.6. Where a Worker is excluded from the workplace as a result of a Non Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would

normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:

- (a) Whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;
- (b) The level of the medication detected is consistent with therapeutic use;
- (c) Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and
- (d) The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

#### 14. Special Circumstances for Prescription Medication

- 14.1. A Worker participating in a treatment plan for a medical condition, managed by a Registered Medical Practitioner and involving a Prescribed Drug/Only Drug could result in a Non-Negative Result Initial Test if they are selected for Drug and Alcohol testing.
- 14.2. If in the above circumstance a Non-Negative Result Initial Test occurs, and provided that the Worker has:
  - (a) Declared their use of the Prescribed Drug/Pharmacy Only Drug in a letter less than 12 months old from a registered medical practitioner before the commencement of testing; and
  - (b) Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;
  - (c) Then the Non-Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker shall be allowed to remain at work but must be precluded from high risk construction work activity until the result of the confirmatory test is known.
- 14.3. Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are consistent with that prescribed by the prescribed medical practitioner, then a Negative Result shall be recorded, and no results retained.
- 14.4. Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are not consistent with that prescribed by the Registered Medical Practitioner or another drug(s) type is recorded then a positive result confirmatory test shall be recorded.
- 14.5. Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

#### 15. Testing Results

##### 15.1. Alcohol

- (a) A worker who returns a negative alcohol test will be allowed to return to work with no record of the test kept. A worker who returns a positive result for alcohol (above 0.00mg/ml) will be deemed not fit work and will not be permitted to return to work;
- (b) When a worker tests positive to alcohol in their system the workers blood alcohol concentration (BAC) may be decreasing or it may be increasing. In the interests of safety, the Workers will be directed to remain within the testing vicinity, and they will be re-tested no sooner than 60 minutes after the original test;
- (c) If the second test result is 0.000% the test will be regarded as negative and the Worker may return to normal duties. A Positive Result Confirmatory Test will not be recorded in these circumstances;
- (d) If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;



- (e) Alcohol testing shall be carried out by an Authorised Testing Agent agreed upon by the PC/Employer and the Union. The following steps shall be undertaken:
- i. Details of the identity of the Worker to be tested shall be recorded including the workplace name, work area and their employer will be listed on a drug and alcohol testing record form by the independent Authorised Testing Agent:
  - ii. Workers with a BAC of greater than zero (greater than 0.000%) shall discontinue any work activities and shall be directed to undertake a second test sixty (60) minutes after the first test and the results recorded on a Drug and Alcohol Testing record Form by the independent Authorised Testing Agent:
  - iii. Where the second test indicates a level greater than 0.00% BAC the Worker will be further excluded from work duties for the remainder of the shift;
  - iv. Where a Worker is to be sent home using their own transport this shall only be permitted if the blood alcohol concentration test result is below that prescribed by applicable road transport legislation and has been determined as not rising for that Worker.
- Note: If the Worker's blood alcohol concentration result is greater than or equal to 0.05% BAC, all reasonable assistance is to be afforded to ensure an affected Worker can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor).
- v. Contractors will be responsible for the management/arrangements for their employees in accordance with their own employment arrangements.
  - vi. Any Worker that is excluded from work duties for the remainder of a shift or sent home, must, before commencing work for their next shift undertake an alcohol breath test prior to commencing that shift. If the results are negative (0.00mg/ml) the Worker shall be allowed to commence work. If the Worker returns a positive test, they will not be allowed to commence work, hence page 12 of this document, 15.1 Alcohol- d) will apply.

#### 15.2. Drugs

- (a) A worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test result from their initial test (equal to or above the relevant cut-off levels of the substances referred to in AS 4760) will be deemed not fit for work and will not be allowed to return to work. (Benzodiazepine level to be provided by the prescribed testing laboratory);
- (b) Drug testing will be administered by the collection and analysis of an oral fluids specimen (saliva). Before conducting a drug test, the process used by the independent Authorised Testing Agent must be explained to the Worker providing the saliva sample;
- (c) Collecting and testing of saliva specimens shall be carried out by an Authorised Testing Agent, agreed upon by the PC/Employer and the Union, and confirmatory testing is to be carried out by a NATA accredited laboratory;
- (d) A Confirmatory Test will be required where a Non-Negative Result Initial Test is recorded at the initial test. The handling of specimens taken for confirmatory testing is detailed in the process used by the Authorised Testing Agent and must be completed to Australian Standards;
- (e) Any worker attending the workplace under the influence of drugs or alcohol will be prohibited from entry. A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

## 16. Forms of Testing

### 16.1. Self-Testing

- (a) The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce;
- (b) Where self-test facilities are made available voluntary or self-testing for alcohol will be available for Workers prior to presenting for work. A wall mounted breathalyser (optional) will be located in an area that provides for discrete privacy for the worker, whilst completing the test so the test results cannot be inadvertently observed and disclosed to other parties;
- (c) A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, all Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they're impaired.

### 16.2. Random Shift Testing

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

### 16.3. For Cause Testing

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

### 16.4. Post Incident Testing

- (a) After the occurrence of a significant incident/event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.

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

#### 16.5. Reasonable Concern Testing

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

#### 16.6. Testing of Minors

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

### 17. Refusal to Test

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

- (a) The Employer, will inform the Worker and the workers chosen representative, that the refusal will have the same consequences as a non-negative result, i.e. that the employee will be deemed to be unfit for work due to the presence of alcohol or drugs;
- (b) If the worker still refuses, the Employer and the PIA, shall consult with the worker and the workers chosen representative, regarding the requirements, process and consequences of refusing to test and encourage them to partake in the test. This would be the second request to be tested;
- (c) If the worker still refuses, the refusal will be treated as a confirmed positive result, and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the employee can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or fellow

worker). An agreed leave of absence arrangement is to apply for the duration of their absence.

## 18. Disciplinary Action

- 18.1. The following sets out the action which may be taken when a worker returns a confirmed positive result to an alcohol or drug test.
- 18.2. First Occasion - A worker who has received a first confirmed positive test for alcohol or drugs (other than by self-testing) will be:
- (a) Required to attend the Support as referred to in this Policy;
  - (b) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;
  - (c) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.
- 18.3. Second occasion - A worker who has received a second confirmed positive test for alcohol or drugs (other than by self-testing) within any 12-month period will be:
- (a) Required to re-attend the Support as referred to in this Policy
  - (b) Required to participate in a rehabilitation program referred to in "Support" in this policy
  - (c) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;
  - (d) Given a verbal warning with a diary entry placed on file; and
  - (e) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.
- 18.4. A worker who has received three confirmed positive test results for alcohol or drugs which has been detected in a 12-month period may be disciplined under the Employer's disciplinary processes.
- 18.5. A worker who fails to attend EAP sessions may be disciplined under this policy in accordance with principles of natural justice.
- 18.6. No disciplinary action will be taken in respect of positive test results from a self-test.

## 19. Support

- 19.1. The Principle Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:
- (a) allowing access to any Union support programs; and
  - (b) provide an employer funded Employee Assistance Provider (EAP) to be available to workers.
- 19.2. The worker will be allowed to access a Union support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

## 20. Self – Declaration

- 20.1. Workers will not be disadvantaged for self-disclosure and therefore will be supported through counselling and rehabilitation processes and provided with the Support contained in this policy. In such cases the worker will be permitted to access personal leave in the first instance, then accrued leave, and may return to work when fit for duty.
- 20.2. The worker may be suspended from any work, with pay, with immediate effect in order for an assessment to be made of the duties they are able to perform safely and a drug and alcohol test is to be taken as soon as reasonably practicable.

## 21. Privacy

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

## 22. Consultation

- 22.1. If a party believes that an amendment to the impairment policy is required, they shall request and organise a consultation meeting involving the Employer, the Union and any other relevant stakeholders.
- 22.2. The attendees shall seek to reach agreement on any proposed amendments.
- 22.3. No amendments shall be implemented unless agreement is reached by the Employer, the Union and the relevant stakeholders.
- 22.4. Employment Assistance Program (EAP)
- 22.5. The Employment Assistance Program (EAP) is an agreed independent, professional and confidential service that aims to provide employees with assistance when affected by personal or job-related problems.
- 22.6. To have a successful Impairment Policy at the workplace, the Policy must address how those at the workplace, including employees of the principal contractor, subcontractors and their employees and others, will be required to comply with the Impairment Policy.
- 22.7. The below requirements will be audited on an annual basis of the employer:
- (a) Must be able to provide EAP support in all States, Territories and regional areas of Australia;
  - (b) Must outline in their Impairment Policy how workers who attend for work affected by drugs or alcohol will be counselled and assisted, apart from any disciplinary process that might apply;

- (c) Must have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas;
- (d) Provide support for their workers and their immediate families;
- (e) Must be able to provide treatment services which must include the following:
  - i. General counselling;
  - ii. Drug and Alcohol counselling;
  - iii. Drug and Alcohol detoxification services;
  - iv. Drug and Alcohol rehabilitation services;
  - v. Case Management services;
  - vi. Psychology services;
- (f) Must have a history of delivering support services to the Building and Construction Industry
- (g) Must be able to develop and implement a plan to promote the impairment policy within the workplace

### **23. Addendum**

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

## Procedure for Dealing with Safety Issues or Incidents

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### 1. Procedure

- 1.1. The Employer, the Employees and the Union agree that for the purposes of s. 81 of the WHS Act matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.
- 1.2. The Parties agree that for the purposes of this procedure and s. 81(3) of the WHS Act the following persons shall be the representatives of the following parties:
  - (a) the Principal Contractor (as defined in the WHS Act) - Site Manager or any other person nominated by the Principal Contractor;
  - (b) the Employers - the Site Manager or any other person nominated by the Employer(s); and
  - (c) the Employees - person nominated by the Employee (e.g. Union or other representative).Collectively referred to as "Nominated Parties"
- 1.3. The Nominated Parties agree that representatives shall be entitled to:
  - (a) Inspect any work system, plant, substance, structure or other thing relevant to resolving the issue;
  - (b) Consult with relevant Employees in relation to resolving the issue;
  - (c) Consult with the relevant PCBU (as defined in the WHS Act) about resolving the issue;
  - (d) Inspect and take copies of any document that is directly relevant to resolving the issue; and
  - (e) Advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.
- 1.4. The Nominated Parties and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other Parties and/or representatives that:
  - i. There is an issue to be resolved; and
  - ii. The nature and scope of the issue
- 1.5. As soon as the Parties and/or their representatives are informed of the issue, the Nominated Parties and/or their representatives must meet or communicate with each other to attempt to resolve the issue.
- 1.6. The Nominated Parties and/or their representatives must have regard to all relevant matters including:
  - i. the degree and imminent risk to the Employees or other persons affected by the issue;
  - ii. the number and location of Employees and other persons affected by the issue;
  - iii. the measures both temporary and permanent that must be implemented to resolve the issue;
  - iv. who will be responsible for implementing the resolution measures;
  - v. whether the hazard or risk can be isolated; and
  - vi. the time that may elapse before the hazard or risk is permanently corrected.
- 1.7. Once the issue is resolved details of the issue and its resolution must be set out in writing with all Parties and/or their representatives to be satisfied that the document reflects the resolution of the issue with a copy given to all Nominated Parties and/or their representatives to the issue. The issue, once resolved, shall be recorded in the next safety committee meeting minutes with the agreed resolution.

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

1.9. Direction to cease work

- (a) If –
  - i. an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and
  - ii. the issue concerns work which involves an immediate threat to the health and safety of a person; and
  - iii. given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 1.7 above –
- (b) the Employer and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.
- (c) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.

## 2. Personal Protective Equipment (PPE)

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

- (a) 1 pair of safety boots (if the employee buys such boots, the Employer will reimburse the Employee up to \$125.00 upon presenting a receipt of purchase);
- (b) 6 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed; and
- (c) 1 high visibility winter jacket

- 2.2. All of the abovementioned items will be replaced on a fair wear-and-tear basis. Where an Employee has not sought replacement of any of the abovementioned items on a fair wear and-tear basis within twelve months from the date of issue, then that Employee will be entitled to a re-issue of the items at the completion of those twelve months.
- 2.3. All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating.
- 2.4. No agreement to pay cash in lieu of supply of clothing/footwear is permitted.
- 2.5. When the Employer requires an Employee to wear spectacles with toughened glass lenses the Employer will pay the cost of the toughening process.

## 3. Training and Related Matters

- 3.1. The parties are committed to the promotion of a highly skilled industry that delivers ongoing employment opportunities and a world-class end product through an efficient and safe construction process. To this end, the Employer agrees that appropriate training, including the engagement and training of apprentices, and skills development for the workforce will be provided during the term of this document.
- 3.2. Where possible training and skill development is to be carried out in normal working hours. It is agreed that no Employees will suffer loss of pay as a result of participating in training required by the Employer.
- 3.3. The Employer will implement a policy where all Employees will have their current skills assessed against those required in the nationally recognised formal training package relevant to their work. Where any skill deficiencies



are identified through the assessment process, the necessary training will be provided to attain the relevant nationally recognised formal qualification.

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

3.5. HSR Training

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

3.6. The Employer agrees that it will, within 7 days of receiving a written request from an Employee, provide:

- (a) Evidence to demonstrate the positive commitment to training and skill development; and
- (b) The information as to the number of apprentices and visa holders engaged by the Employer;
- (c) Each of which is required to provide to the funding entity in accordance with Clause 24(2) of the Code.

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

#### **4. Health and Safety Representatives**

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

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

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

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

#### **5. Health and Safety Representative Meetings**

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

# Working with Union Standards

## Union Representatives and Delegates, Facilities and Training Leave

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### 1. Union Representatives and Delegates

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

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

### 2. Union Delegate Facilities

2.1 Union Delegate Facilities

- (a) The Employer shall provide an agreed facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the Employees. The provision of the following facilities is to ensure that the Union Delegate is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:
  - i. a telephone;
  - ii. reimbursement for an iPad equipped with mobile Internet access;
  - iii. a table and chairs;
  - iv. a filing cabinet;
  - v. air-conditioning/heating;
  - vi. access to stationery and other administrative facilities (if available on site) use of e-mail, following consultation between the Union Delegate and Site Management; and
  - vii. a private lockable area.

### 3. Union Training Leave

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

## Appendices

### Appendix A: Classification Structure and Level Descriptions

#### Construction Worker/Labourer Classifications

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

Determination of Classification for individual Employees:

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

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

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

CW6	Heavy Mobile Plant Operator (>20T-60T) Operators of: Tractor 48kw up to but not exceeding 370kw, Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including:960, 966, 980, Dry Batch Plant, Pug Mill, Skid Steer Tractor from 48kw, Forklift from 48kw but not exceeding 220kw, Excavator not exceeding 3cubic metres, Dumper/Water Cart over 40T but not exceeding 100T, Dozer D8 without GPS, Compactor 825 without GPS, Graders 140,143,14,16 without GPS
CW7	Heavy Mobile Plant Operator (>60-100T) Operators of: Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer, Excavator from 3 cubic metres, Loader-Front End and Overhead from 370kw up to but not exceeding 450kw, Wet batch Plant, Scraper 651, Compactor 825 with GPS, Graders 140,143,14,16 with GPS, Dozer D8 with GPS Tower Crane Operator
CW8	Heavy Mobile Plant Operator (>100T) Operators of: Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim, Scraper 637

### Electrical Worker Classifications

Classification	Definition
Grade 2	An Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson and; <ul style="list-style-type: none"> <li>(a) Without limiting the scope of the work, an employee may perform unskilled tasks as directed to the level of their training;</li> <li>(b) is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.</li> </ul>
Grade 3	An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and; <ul style="list-style-type: none"> <li>(a) without limiting the scope of the work, the employee may perform the work described below to the level of their training: <ul style="list-style-type: none"> <li>(i) is engaged in store work; or</li> <li>(ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or</li> <li>(iii) inspects and tests fire alarm or security alarm equipment; or</li> <li>(iv) under the supervision of a tradesperson or electronics serviceperson; <ul style="list-style-type: none"> <li>(1) installs radio, communications and related equipment including antenna; or</li> <li>(2) installs fire alarm or security alarm equipment; or</li> <li>(3) installs data and communication cabling.</li> </ul> </li> </ul> </li> <li>(b) provided that this person shall not undertake tasks requiring the skills of a tradesperson.</li> </ul>
Grade 4	(1) An Electrical Worker Grade 4 is an employee who: <ul style="list-style-type: none"> <li>(a) has worked for not less than one year in the industry, or holds the equivalent experience, and, without limiting the scope of the work, and to the level of their training, is an employee who: <ul style="list-style-type: none"> <li>(i) performs scaffolding or rigging that is incidental to their primary task or functions (assisting a licensed electrical worker to perform electrical work); or</li> <li>(ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or</li> <li>(iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson: <ul style="list-style-type: none"> <li>(1) installs radio, communications and related equipment including antenna; or</li> <li>(2) installs fire alarm or security alarm equipment; or</li> <li>(3) installs, terminates and tests data, and communication cabling</li> </ul> </li> </ul> </li> </ul>

	<p>(iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision.</p> <p>(c) Provided that this person shall not undertake tasks requiring the skills of a tradesperson.</p> <p>(2) Included in this grade is the work of:</p> <p>(a) Purchasing Clerk/Storeperson;</p> <p>(b) Electronic Equipment Tester/Installer Level 2; and</p> <p>(c) Alarm security tester grade 2.</p>
Grade 5	<p>(1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who;</p> <p>(a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or</p> <p>(b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or</p> <p>(c) has successfully completed an appropriate instrumentation trade course; or</p> <p>(d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or</p> <p>(e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.</p> <p>(2) Included in this grade is the work of:</p> <p>(a) Electrical Fitter;</p> <p>(b) Electrical Fitter (Instrumentation and Process Control);</p> <p>(c) Electrical Mechanic;</p> <p>(d) Alarm Security Technician Grade 1;</p> <p>(e) Alarm Security Tester Grade 3;</p> <p>(f) Television/radio/electronic Serviceperson/mechanic Level 1;</p> <p>(g) Instrument Tradesperson Level 1;</p> <p>(h) Refrigeration/Air-Conditioning Tradesperson Level 1; and</p> <p>(i) Linesperson/Cable Jointer Level 1.</p>
Grade 6	<p>(1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition</p> <p>(a) has successfully completed</p> <p>(i) 33% of the qualification specified for Grade 7; or</p> <p>(ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Document; or</p> <p>(b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one years' experience as an Electrical Worker Grade 5.</p> <p>(c) is employed to use the skills acquired through the training or experience specified.</p> <p>(2) Included in this grade is the work of:</p> <p>(a) Electrical Tradesperson Level 2;</p> <p>(b) Television/Radio/Electronic Serviceperson Level 2;</p> <p>(c) Instrument Tradesperson Level 2;</p> <p>(d) Refrigeration/Air-Conditioning Tradesperson Level 2;</p> <p>(e) Linesperson/Cable Jointer Level 2; and</p> <p>(f) Alarm/Security Technician Grade 2</p>
Grade 7	<p>(1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:</p> <p>(a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years' experience in the industry,</p> <p>(b) is employed to use the skills acquired through the training and/or experience specified.</p> <p>(2) Included in this grade is the work of:</p> <p>(a) Alarm/Security Technician Grade 3;</p> <p>(b) Communications Tradesperson - Special Class;</p> <p>(c) Electrical Linesperson - Live Line;</p> <p>(d) Electrician Special Class;</p> <p>(e) Electronic Serviceperson Grade 3;</p> <p>(f) Instrument Tradesperson - Complex Systems;</p> <p>(g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and</p> <p>(h) Television/Radio/Electronic Serviceperson Grade 3.</p>

Grade 8	<p>(1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who:</p> <p>(a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years' experience as an Electrical Worker Grade 7; and</p> <p>(b) is employed to use the skills acquired through the training and/or experience specified.</p> <p>(2) Included in this grade is the work of:</p> <p>(a) Electronic Tradesperson;</p> <p>(b) Instrumentation and Controls Tradesperson;</p> <p>(c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and</p> <p>(d) Installation Inspector.</p>
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### Mechanical Worker Classifications

Classification	Definition
MW1	Basic Mechanical Trades Assistant Storeperson Lagger Truck Driver (MR, HR)
MW2	Experienced Mechanical Trades Assistant Mechanical Trades Assistant-Truck Driver (MR, HR) Mechanical Trades assistant + Rigger (basic) Dogger
MW3	Mechanical Fitter Hydraulic Fitter Boilermaker Pipe Fitter Machinist Sheet Metal Worker
MW4	Sheet Metal Worker + Marker/setter out Boilermaker + Marker/setter out Boilermaker + Welder (non-certified) Mechanical Fitter - Hydraulic Mechanical Fitter - Pneumatic Mechanical Fitter - Machinist
MW5	Boilermaker + Welder (tested 1554 SP) Boilermaker - Pressure Pipe/vessels Mechanical Fitter - Pneumatic - Hydraulic Mechanical Fitter - Pressure Pipework
MW6	Boilermaker – Quality Checker Boilermaker + Pipe Fitter + Welder (AS 1796) Boilermaker + Marker/setter out + Welder Mechanical Fitter - Systems experience Boilermaker Welder - Tested to AS 1554SP or AS1796 or ASME IX

## Fire Sprinkler Services Classifications

Classification	Definition
Sprinkler Fitting Trades Assistant	<p>Work performed by a Trades Assistant is limited to work of an 'unskilled nature'. Work of an unskilled nature means:</p> <ul style="list-style-type: none"> <li>• Organising tools;</li> <li>• Painting pipe;</li> <li>• Carrying pipe around the work site;</li> <li>• Laying pipe out;</li> <li>• Assisting in measuring up;</li> <li>• Concreting around pipes;</li> <li>• Installing penetration seals;</li> <li>• Assisting in fire rating;</li> <li>• Cleaning up;</li> <li>• Carrying out other labouring tasks (e.g. Digging holes, loading and unloading material and equipment); and</li> <li>• Picking up and delivering material and equipment to site.</li> </ul>
Sprinkler Fitting Tradesperson Level 2	<p>A Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who: has successfully completed three appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience, subject to having successfully completed a skills test equivalent to the structured training requirements for this level.</p> <p>A Sprinkler Fitting Tradesperson Level 2 works above and beyond a Sprinkler Fitting 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"> <li>• exercises the skills attained through completion of the training prescribed for this classification;</li> <li>• works under general supervision either individually or in a team environment;</li> <li>• understands and implements quality control techniques;</li> <li>• provides trade guidance and assistance as part of a work team;</li> <li>• exercises discretion within their level of training;</li> <li>• has knowledge of occupational, health and safety requirements subject to the level of their training; and</li> <li>• reads, interprets and applies information from plans.</li> </ul>
Sprinkler Fitting Tradesperson – Special Class Level 1	<p>A Sprinkler Fitting Tradesperson - Special Class Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed six appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.</p> <p>A Sprinkler Fitting Tradesperson - Special Class Level 1 works above and beyond a Sprinkler Fitting Tradesperson Level 2 and to the level of their training.</p> <p>Indicative tasks which an Employee at this level may perform include:</p> <ul style="list-style-type: none"> <li>• exercises the skills attained through completion of the training prescribed for this classification;</li> <li>• understands and implements quality control techniques;</li> <li>• provides trade guidance and assistance as part of a team;</li> <li>• exercises discretion within the scope of this grade;</li> <li>• works under limited supervision, either individually or in a team environment; and</li> <li>• reads, interprets and applies information from plans.</li> </ul> <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 task:</p> <ul style="list-style-type: none"> <li>• exercises precision trade skills using various materials and/ or specialized techniques;</li> <li>• schedules and plan work activity;</li> <li>• writes brief reports on work activity;</li> </ul>



	<ul style="list-style-type: none"> <li>• has knowledge of the Australian Standards applying to their sphere of work;</li> <li>• recognises hazards associated with tasks in their field of work; and</li> <li>• exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.</li> </ul>
Sprinkler Fitting Tradesperson – Special Class Level 2	<p>A Sprinkler Fitting Tradesperson - Special Class Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed nine appropriate modules in addition to the requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.</p> <p>A Sprinkler Fitting Tradesperson - Special Class Level 2 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 1 and to the level of their training.</p> <p>Indicative tasks which an Employee at this level may perform include:</p> <ul style="list-style-type: none"> <li>• exercises the skills attained through completion of the training prescribed for this classification;</li> <li>• provides trade guidance and assistance as part of a work team;</li> <li>• understands and implements quality control techniques;</li> <li>• works under limited supervision either individually or in a team environment; and</li> <li>• reads, interprets and applies information from plans.</li> </ul> <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 task:</p> <ul style="list-style-type: none"> <li>• exercises high Precision Trade Skills using various materials and/ or specialised techniques. and</li> <li>• exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.</li> </ul>
Advanced Sprinkler Fitting Tradesperson Level 1	<p>An Advanced Sprinkler Fitting Tradesperson Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed ten and half appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.</p> <p>An Advanced Sprinkler Fitting Tradesperson Level 1 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 2 and to the level of their training.</p> <p>Indicative tasks which an Employee at this level may perform include:</p> <ul style="list-style-type: none"> <li>• exercises the skills attained through completion of the training prescribed for this classification;</li> <li>• exercises discretion within their level of training;</li> <li>• is able to provide trade guidance and assistance as part of a work team;</li> <li>• understands and implements quality control techniques;</li> <li>• works under limited supervision either individually or in a team environment; and</li> <li>• reads, interprets and applies information from plans.</li> </ul> <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 task:</p> <ul style="list-style-type: none"> <li>• exercises high Precision Trade Skills using various materials and/ or specialised techniques; and</li> <li>• exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.</li> </ul>

<p>Advanced Sprinkler Fitting Tradesperson Level 2</p>	<p>An Advanced Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed 12 appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.</p> <p>An Advanced Sprinkler Fitting Tradesperson Level 2 works above and beyond an Advanced Sprinkler Fitting Tradesperson Level 1 and to the level of their training.</p> <p>Indicative tasks which an Employee at this level may perform include:</p> <ul style="list-style-type: none"> <li>• undertake quality control and work organisation at a level higher than for Advanced Sprinkler Fitting Tradesperson Level 1.</li> <li>• provide trade guidance and assistance as part of a work team.</li> <li>• assist in the provision of training to Employees in conjunction with supervisors/ trainers.</li> <li>• perform maintenance planning and predictive maintenance work within their field of work.</li> <li>• prepare reports of a technical nature on specific tasks or assignments as directed; and</li> <li>• exercise broad discretion within the scope of this level.</li> </ul> <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 task:</p> <ul style="list-style-type: none"> <li>• use information from plans to identify, diagnose and solve problems related to their sphere of work;</li> <li>• be able to identify any deviations from plans and sketches;</li> <li>• schedule and plan work for a team and provide brief reports on the progress and quality of the work;</li> <li>• exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge systems, pumps and pump control systems, hydrant systems, hose reels, combined systems or explosive suppressive systems; and exercising diagnostic skill in respect to various systems in fire protection</li> </ul>
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### Plumbing and Mechanical Services Classifications

Classification	Definition
<p>Plumbing and Mechanical Services Sheet Metal Worker Level 1(a)</p>	<p>New entrant under the age of 21</p>
<p>Plumbing and Mechanical Services Sheet Metal Worker Level 1(b)</p>	<p>New entrant over the age of 21</p>
<p>Plumbing and Mechanical Services Worker Level 3</p>	<p>A Plumbing and Mechanical Services Worker Level 3 is an employee who:</p> <ul style="list-style-type: none"> <li>• has successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 2 consisting of formal structured training agreed to between the parties to this document: or</li> <li>• 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</li> <li>• is a licensed Drainer.</li> </ul> <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"> <li>• exercises good interpersonal communication skills;</li> <li>• exercises discretion within their level of training;</li> <li>• understands and applies quality control techniques;</li> </ul>

<p>Plumbing and Mechanical Services Worker Level 3</p>	<ul style="list-style-type: none"> <li>• performs work under general supervision either individually or in a team environment;</li> <li>• has knowledge of the four streams within the building and construction industry and how they inter-relate;</li> <li>• works in a safe manner;</li> <li>• having been given adequate written or verbal instruction, is able to control their own schedule of work and meet objectives with general supervision;</li> <li>• is capable of detailed measuring techniques;</li> <li>• interacts with and assists Employees of other companies on site or at the workplace; and</li> <li>• anticipates and plans for constant changes to the work environment.</li> </ul> <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"> <li>• operating a laser when carrying out levelling;</li> <li>• reading and interpreting plans and specifications;</li> <li>• operating machinery and equipment;</li> <li>• assisting with informal on-the-job guidance to other Employees to a limited degree; and</li> <li>• performing work for which a Drainers license is required</li> </ul>
<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"> <li>• exercises good interpersonal and communication skills;</li> <li>• reads, interprets and applies information from plans;</li> <li>• understands and applies quality control techniques;</li> <li>• exercises discretion within the scope of this grade;</li> <li>• performs work under general supervision either individually or in a team environment;</li> <li>• is able to perform tasks safely and be able to identify hazards within their sphere of work;</li> <li>• assists with informal on-the-job guidance to a limited degree;</li> <li>• performs non-trade tasks incidental to their work;</li> <li>• 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</li> <li>• 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.</li> </ul> <p>The Plumbing and Mechanical Services Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this document, or the Award as it applied prior to this document, who is not:</p> <ul style="list-style-type: none"> <li>• engaged on tasks purely of an unskilled nature;</li> <li>• a Licensed Drainer;</li> <li>• a Licensed Plumber;</li> <li>• a Licensed Gasfitter;</li> <li>• a Mechanical Plumber performing any Mechanical Services pipe-work; or</li> <li>• holding a trade certificate level 3 in a trade within the national plumbing training packages.</li> </ul>

<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"> <li>• 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</li> <li>• person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this document; or</li> <li>• person who holds a trade certificate level 3 in Engineering – Fabrication.</li> </ul> <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"> <li>• exercises the skills attained through completion of the training prescribed for this classification;</li> <li>• works under general supervision either individually or in a team environment;</li> <li>• understands and implements quality control techniques;</li> <li>• provides trade guidance and assistance as part of a work team;</li> <li>• exercises discretion within the scope of this grade;</li> <li>• has knowledge of occupational, health and safety requirements subject to the level of their training; and</li> <li>• reads, interprets and applies information from plans.</li> </ul>
<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"> <li>• exercises the skills attained through completion of the training prescribed for this classification;</li> <li>• understands and implements quality control techniques;</li> <li>• provides trade guidance and assistance as part of a team;</li> <li>• exercises discretion within the scope of this grade;</li> <li>• works under limited supervision, either individually or in a team environment; and</li> <li>• reads, interprets and applies information from plans.</li> </ul> <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"> <li>• exercise precision trade skills using various materials and/ or specialised techniques;</li> <li>• schedule and plan work activity;</li> <li>• write brief reports on work activity;</li> <li>• have knowledge of the Australian Standards applying to their sphere of work;</li> <li>• recognise hazards associated with tasks in their field of work; and</li> <li>• 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.</li> </ul>
<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"> <li>• exercises the skills attained through completion of the training prescribed for this classification;</li> <li>• provides trade guidance and assistance as part of a work team;</li> <li>• understands and implements quality control techniques;</li> <li>• works either independently within the skill level of the Employee, or in a team environment with limited supervision; and</li> <li>• reads, interprets and applies information from plans.</li> </ul> <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: 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"> <li>• exercises the skills attained through completion of the training prescribed for this classification;</li> <li>• exercises discretion within their level of training;</li> <li>• is able to provide trade guidance and assistance as part of a work team;</li> <li>• understands and implements quality control techniques;</li> <li>• works either independently within the skill level of the Employee, or in a team environment with limited supervision; and</li> <li>• reads, interprets and applies information from plans;</li> </ul> <ul style="list-style-type: none"> <li>• 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:             <ul style="list-style-type: none"> <li>• exercises high precision trade skills using various materials and/ or specialised techniques;</li> <li>• possesses effective written and verbal skills in order to provide concise reporting and communication; and</li> <li>• 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.</li> </ul> </li> </ul>
<p>Advanced Plumbing and Mechanical Services Tradesperson Level 2</p>	<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"> <li>• undertakes quality control and work organisation at a level higher than for an Advanced Plumbing and Mechanical Service Tradesperson Level 1;</li> <li>• provides trade guidance and assistance as part of a work team;</li> <li>• assists in the provision of training to employees in conjunction with supervisors/ trainers;</li> <li>• performs maintenance planning and predictive maintenance work within their field of work;</li> <li>• prepares reports of a technical nature on specific tasks or assignments as directed; and</li> <li>• exercises broad discretion within the scope of this level.</li> </ul> <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"> <li>• use information from plans to identify, diagnose and solve problems related to work in a specific field;</li> <li>• be able to identify any deviations from plans and sketches;</li> <li>• schedule and plan work for a team and provide brief reports on the progress and quality of the work;</li> <li>• 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</li> <li>• exercises diagnostic skills in respect of various systems in plumbing and mechanical services.</li> </ul>
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### 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 B: Additional Electrical Trade Definitions

### Classification Definitions

Alarm/Security Technician Grade 1" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"Alarm/Security Technician Grade 2" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

"Alarm/Security Technician Grade 3" means an Alarm/Security Technician who:

- (a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course,
- (b) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

"Alarm/Security Technician Grade 4" means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.
- (b) Working under minimum supervision and technical guidance.
- (c) Providing technical guidance within the scope of the work described in this definition.
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Alarm/Security Tester Grade 1" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

"Alarm/Security Tester Grade 2" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO<sub>2</sub>, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

"Alarm/Security Tester Grade 3" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"Communications Tradesperson - Special Class" shall mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

- (a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and
- (b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"Electrical Fitter" shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Fitter (Instrumentation and Process Control)" means an employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Labourer" shall mean an employee, not otherwise provided for in this Document, who is doing work necessary for electrical work.

"Electrical Linesperson" shall mean an employee engaged in overhead construction and maintenance work, and running, fixing, connecting, and maintaining electrical conductors outside of buildings, or an employee engaged in sapping poles, cutting chocks for arms, and fitting arms to poles while the poles are lying on the ground. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Linesperson - Live Line" shall mean an Electrical Linesperson as defined in this Document who is required to carry out "Live Line Work" as prescribed in the Electricity Act 1994.

Such employee may perform "Live Line Work" while the employee remains so authorised by the State Electricity Commission of Queensland in accordance with the said Act.

"Electrical Mechanic" shall mean an employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It shall include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and



repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Storeperson" shall include an employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but shall not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.

"Electrical Tradesperson's Assistant" shall mean an employee directly assisting a tradesperson.

"Electronic Equipment Tester/Installer Grade 1" means an employee engaged on the alignment, installation and testing of radio, communications and related equipment, installing fire alarms and/or security alarm equipment, or installing data and communication cabling, including the locating of faults not requiring the skills of a tradesperson.

"Electronic Equipment Tester/Installer Grade 2" means an employee who has had not less than one year at Level 1 or the equivalent experience. Provided that an Electronic Equipment Installer Level 2 shall not undertake tasks requiring the skills of a tradesperson.

"Electronic Serviceperson Grade 1" means an adult employee engaged on radio, communications and related equipment which requires the application of general trades experience gained through apprenticeship in that work.

"Electronic Serviceperson Grade 2" means an Electronic Serviceperson Grade 1 who has had not less than one year's experience as a tradesperson working in the radio communication industry.

"Electronic Serviceperson Grade 3" means an Electronic Serviceperson Grade 2 who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of "additional knowledge" as herein defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

- (a) having had not less than 2 years on-the-job experience as a tradesperson working on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and
- (b) having by virtue of either the satisfactory completion of a prescribed post trades course in industrial electronics, radio or communications or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"Electronic Serviceperson Grade 4" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 3, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment, on which the tradesperson is required to carry out their tasks. To be classified as an Electronic Serviceperson, Grade 4, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as Electronic Serviceperson, Grade 4, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using diagrams and test equipment.
- (b) Working under minimum supervision and technical guidance.
- (c) Providing technical guidance within the scope of the work described in this definition.
- (d) Preparing reports of a technical nature on specific tasks or assignments, as directed, and within the scope of the work as described in this definition.

"Electronic Serviceperson Grade 5" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 4, who in addition to the requirements of the Electronic Serviceperson Grade 4, must have one

further years on-the-job experience as a tradesperson working on electronic systems, but who in addition is required to maintain and repair multi-function printed circuitry using circuit diagrams and test equipment.

To be classified as an Electronics Serviceperson, Grade 5, a tradesperson must be engaged in applying their skills and knowledge to the tasks of designing, modifying, testing and diagnosing complex electronic systems related to radio and communications equipment.

"Electronics Tradesperson" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

- (a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.
- (b) Work under minimum supervision and technical guidance.
- (c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Fire-alarm Systems" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

"Installation Inspector" shall mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the Electricity Act 1994, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

- (a) Possess a certificate of competency as an Electrical Mechanic
- (b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:
  - (i) AEL 223 - Electrical Installation Work.
  - (ii) AEL 226 - Electrical Practices and Responsibilities.
  - (iii) AEL 122 - Electrical Installation Testing.
- (c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

"Instrument Tradesperson" means a tradesperson who is mainly engaged in installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the Electricity Act 1994 or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An Instrument Tradesperson will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by their employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or

Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work

"Instrument Tradesperson - Complex Systems" means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:

- (a) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and
- (b) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a)

"Instrumentation and Controls Tradesperson" means an instrument tradesperson working mainly at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform their tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least 3 years relevant on the job experience as a tradesperson - 12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:

- (a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment:
- (b) Work under minimum supervision and technical guidance:
- (c) Provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Jointer" shall mean an employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Journeyman" shall mean an Electrical Fitter, Electrical Mechanic, electrical Jointer, Electrical Linesperson, electrician in charge, shift electrician, Radio Mechanic or television mechanic.

"Lines Clearance Operator" means an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

"Purchasing Clerk" means an employee who initiates orders for electrical materials, receives and issues materials and provides reports on the cost of materials for the preparation of tender documents and job cards.

In addition to these duties, the Purchasing Clerk may conduct sale of materials and equipment to the Public or to the Trade.

"Radio Mechanic" shall mean an employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

"Refrigeration Mechanic or Serviceperson Grade 1" means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

"Refrigeration Mechanic or Serviceperson Grade 2" means a Refrigeration Mechanic or Serviceperson Grade 1 who has had not less than one years' experience as a tradesperson engaged on complex or intricate circuitry or both.

"Refrigeration Mechanic or Serviceperson Grade 3" means a Refrigeration Mechanic or Serviceperson Grade 1 who has had not less than 2 years' experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the employee to identify faulty modules.

"Refrigeration Mechanic or Serviceperson Grade 4" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years' experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

- (a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;
- (b) Work under minimum supervision and technical guidance;
- (c) Provide technical guidance within the scope of the work described in this definition; and
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

"Security Alarm Systems" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

"Television Antenna Installer/Erector" means an adult employee engaged in erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae.

"Television/Radio/Electronic Equipment Serviceperson Grade 1" means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge, and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on-the-job.

"Television/Radio/Electronic Equipment Serviceperson Grade 2" means a Television/Radio/Electronic Equipment Serviceperson Grade 1 who has had not less than one years' experience, as a tradesperson, working on visual and/or sound receiving, recording and/or reproduction devices and associated equipment and associated electronics products.

"Television/Radio/Electronic Equipment Serviceperson Grade 3" means a Television/Radio/Electronic Equipment Serviceperson Grade 2 who has completed an appropriate trade course which includes instruction in electronic products and who has achieved an equivalent standard of skill and knowledge through 2 years' experience in the industry or through a special course of tuition, and is required to diagnose and rectify faults in electronics equipment and/or similar apparatus.

"Television/Radio/Electronic Equipment Serviceperson Grade 4" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Serviceperson Grade III, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing modifying, commissioning, testing, fault finding and diagnosis of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits, and in addition, must have satisfactorily completed a post trades course in electronics to at least 2 years part-time study.

In addition, to be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry, using circuit diagrams and test equipment
- (b) Working under minimum supervision and technical guidance.
- (c) Providing technical guidance within the scope of the work described in the definition.
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Television/Radio/Electronic Equipment Serviceperson Grade 5" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Equipment Serviceperson Grade IV who, in addition to the requirements of the Television/Radio/Electronic Equipment Serviceperson Grade IV, must have one additional year on-the-job experience as a tradesperson working on electronic systems, but, who in addition, is required to maintain and repair multi-function printed circuitry using diagrams and test equipment.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Class V, a tradesperson must be engaged in applying their skills and knowledge to the tasks of design, modifying, testing and diagnosis of complex electronic systems related to radio and communications equipment.

"Television Mechanic" shall mean an employee who is mainly employed to assemble and/or repair and/or service and/or test television receiving sets and/or parts.

"Truck Attendant" shall mean an employee who is part of a gang which performs electrical work and who during the course of their work, assisting electrical Journeypersons, is required as a minor part of their duties to drive vehicles under 6 tonnes used in connection with the work of the gang.

## Appendix C: Standard Definitions

### Definitions

The following definitions shall apply to this Document:

**ACIRT** means the Australian Construction Industry Redundancy Trust (ABN 39 062 330 170).

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

**Australian Super** is the nominated superannuation fund for the AMWU.

**Award** means the industrial instruments as outlined in clause 7 of this document.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Employer** means the company that employs workers who are engaged in civil construction works within the State of Queensland for which classifications are prescribed by this Document.

**Energy Super** means Electricity Supply Industry Superannuation (Qld) Ltd (ABN 30 069 634 439, AFSL 336567).

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

**JetCo** means the Joint Electrical Training Council, which is CRITs associated training fund.

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

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

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

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

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

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

**FWC** means the Fair Work Commission.

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

**Overtime** means any time worked in excess of or outside of the ordinary working hours as prescribed in Clause 9 of this Document.

**On-site** means work that does not include the following:

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

**Person Conducting a Business or Undertaking (PCBU)** means a business or an undertaking that is either conducted alone or with others, whether or not for profit or gain.

**Protect** is the nominated redundancy fund for the AMWU.

**QIRC** means Queensland Industrial Relations Commission.

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

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

**RDO** means rostered day off.

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

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

- (a) Having had not less than 12 months' on-the-job experience of such skilled work, and

(b) Having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means including the on-the-job experience, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of expertise/skill.

**STQ** means Service Trades Queensland.

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

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

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

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

**Union** means the;

- AMWU;
- AWU;
- CEPU;
- CFMEU; and
- ETU.

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

**Wage Guard** is the nominated income protection insurance provider for the AMWU.

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

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

**Wet Bulb Globe Temperature Index** means the measure of the heat stress in direct sunlight, which takes into account temperature, humidity, wind speed, sun angle and cloud cover.

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

**WHS Committee** means a group of workers that have been nominated to develop and review health and safety policies and procedures for the workplace.

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

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



## 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 12.7(c) above to Work on Scheduled RDO

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

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

**Manager contact details**

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

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

Email: \_\_\_\_\_

**Tick the appropriate Box**

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

**Reason/s for work on scheduled RDO**

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

**Explanation of ground/s listed above:**