

Dewpoint Air (Mcgahon Building Services Pty Ltd) (ABN 85 142 416 313)

and

The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied  
Services Union of Australia

**Dewpoint Air (Mcgahon Building Services Pty Ltd)  
and CEPU Plumbing Division Mechanical Union  
Collective Agreement 2023 – 2026**

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## PART 1 TITLE AND OPERATION

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### 1 TITLE

- 1.1 This Agreement is the *Dewpoint Air (McGahon Building Services Pty Ltd) and CEPU Plumbing Division Mechanical Union Collective Agreement 2023 – 2026* (**the Agreement**).

### 2 DATE OF OPERATION

- 2.1 This Agreement will remain in force until 31 October 2026, its nominal expiry date, and shall continue to apply beyond its nominal expiry date until replaced or terminated, in accordance with the Act.

### 3 APPLICATION OF AGREEMENT

- 3.1 This Agreement applies to Dewpoint Air (McGahon Building Services Pty Ltd) (**the Employer**), all Employees of the Employer for whom classifications and rates of pay are provided by this Agreement (**the Employee(s)**), and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, (**Union**).
- 3.2 This Agreement recognises the Union as a legitimate bargaining representative of the Employees covered by this Agreement.
- 3.3 This Agreement also applies to prefabrication work performed on or off site. Employees engaged in prefabrication off site are entitled to all benefits and allowances as per clause 34 - Allowances, except for the multistorey and site allowances.
- 3.4 This Agreement only applies to work performed in Queensland and to work performed outside Queensland by Employees who are based in Queensland.
- 3.5 This Agreement does not apply where a project agreement applies. For the avoidance of doubt, this Agreement applies where there is no project-specific agreement except for
- 3.5.1 Projects above the Tropic of Capricorn where the project value is \$75 million or less.
- 3.6 For the avoidance of doubt, and in accordance with clause 34.29. Where an Employee is normally required to report for and finish work at the workshop and is transported to and from any job by their Employer, no allowance will be paid.

### 4 PARTIES BOUND AND COVERED

- 4.1 This Agreement legally binds and covers the Union, the Employer and their Employees engaged in classifications contained within this Agreement.

## **5 RELATIONSHIP TO OTHER DOCUMENTS**

- 5.1 This Agreement is intended to be interpreted in conjunction with the NES, the Award, and the terms of QIRC Order (No. B585 of 2003) *Apprentices' and Trainees' Wages and Conditions (Excluding certain Queensland Government entities) 2003* and QIRC Order (No. B1849 of 1997) *Supply of tools to apprentices*.
- 5.2 Where this Agreement is silent, the terms of the above documents, as amended from time to time, apply.
- 5.3 Where there is conflict between a term of this Agreement and a term of any other document(s) or instrument(s) mentioned in this clause, or a conflict between two or more terms of this Agreement, the higher wage outcome, or other outcome more favourable to the Employee, applies.

## **6 NO EXTRA CLAIMS**

- 6.1 The rates of pay and allowances provided in this Agreement apply to all Employees covered by this Agreement.
- 6.2 This Agreement settles all bargaining and other claims for the life of the Agreement. There will be no extra claims made by the Employer, Union or Employees for the duration of this Agreement.
- 6.3 This clause does not prevent the Employer from seeking a variation to this Agreement, pursuant to the Act, to make it compliant with the *Code for the Tendering and Performance of Building Work 2016*, or other applicable building and construction Code(s).

## **7 NEGOTIATION OF NEW AGREEMENT**

- 7.1. The Parties will commence negotiations for an agreement to replace this Agreement no less than 3 months before the nominal expiry date of this Agreement. Further the Employer consents to the Union conducting pre-survey, claim endorsement and negotiation report back meetings, following each bargaining meeting, of all sites, on paid time and local management will cooperate to ensure that meetings occur in a mutually convenient but timely manner.
- 7.2. The parties agree that structured, collective industrial relations will continue as a fundamental principle of the business. The principle recognises the important role that employees' membership of a Union has in maintaining a stable, safe and efficient workplace. This positive approach to Industrial Relations has traditionally been implemented by employees being members of the Union and being represented by the Union in industrial negotiations. The parties agree to promote this approach into the future.

- 7.3. All prospective and current Employee's will be encouraged to join and maintain financial membership of the Union.

## 8 DEFINITIONS

- 8.1 **“Act”** means the *Fair Work Act 2009* (Cth).
- 8.2 **“Agreement”** means the *Dewpoint Air (McGahon Building Services Pty Ltd) and CEPU Plumbing Division Mechanical Union Collective Agreement 2023 – 2026*.
- 8.3 **“Apprentice”** or **“Trainee”** means an Apprentice or Trainee within the meaning of the *Further Education and Training Act 2014* (Qld). **“Apprenticeship”** and **“Traineeship”** have corresponding meanings.
- 8.4 **“Award”** means the *Plumbing and Fire Sprinklers Award 2010*.
- 8.5 **“BERT”** is an acronym for the Building Employees Redundancy Trust (ACN 82 010 917 281) (**BERT Fund**) as described in the Trust Deed creating the BERT Fund.
- 8.6 **“BEWT”** is an acronym for the Building Employees Welfare Trust established pursuant to a deed between B.E.R.T Pty Limited and James Kristen Peterson (**BEWT Fund**). **“Trustee of the BEWT Fund”** means B.E.R.T Pty Limited or any trustee appointed under the BERT Redundancy Trust Deed.
- 8.7 **“BUSS(Q)”** is an acronym for the Building Unions Superannuation Scheme (Queensland) Pty Ltd (ABN 85 571 332 20).
- 8.8 **“CIPQ”** is an acronym for Construction Income Protection Queensland Ltd (ACN 110 841 962).
- 8.9 **“Construction Work”** means all work performed under this Agreement in connection with the erection, repair, renovation, ornamentation or demolition of buildings or structures, including associated prefabrication work performed in plumbing workshops.
- 8.10 **“Continuous Service”** means a period of continuous employment regardless of an Employee's absence from work for any of the following reasons:
- 8.10.1 illness or accident, up to a maximum of four weeks after the expiration of paid personal leave;
- 8.10.2 any paid leave entitlement taken by an Employee (that is during their employment with the Employer) (e.g. annual leave, jury service, public holiday, personal leave,



- long service leave, etc.); including where the Employee receives payment during this leave by an entity which is not the Employer (e.g. QLeave, CIPQ, WorkCover);
- 8.10.3 any leave authorised by the Employer (irrespective of whether this is paid or unpaid);
- 8.10.4 injury received during the course of employment and up to a maximum of 26 weeks, for which the Employee received workers compensation; and
- 8.10.5 any other absence from work, except where the Employer notifies the Employee in writing that the Employee's service has been broken.
- 8.11 **“Dispute”** means any dispute or grievance that arises at the workplace between an Employee or and the Employer, or between the Union and the Employer, about the NES or the interpretation or application of this Agreement or in relation to any matters pertaining to the relationship between the Employer and an Employee (or employees), or that between the Employer and the Union, including but not limited to a dispute about any condition of Employment or industrial matter. This definition applies save that it does not mean matters which fall outside of the Fair Work Commission's jurisdiction.
- 8.12 **“FWC”** means the Fair Work Commission.
- 8.13 **“Hourly Rate”** means the rate specified in Appendix 2 – Rates of Pay for each classification and is deemed to include the following allowances which customarily were paid under the Award: Base Rate, District Allowance, Registration Allowance, Plumbing Trade Allowance, Industry Allowance, Tool Allowance, Lost Time Loading and Special Allowance.
- 8.14 **“HSR”** means a Health and Safety Representative.
- 8.15 **“Leading Hand”** means an Employee who is given by the Employer, or their agent, the responsibility of directing and/ or supervising the work of another person or other persons.
- 8.16 **“NES”** means the National Employment Standards contained within the Act.
- 8.17 **“Ordinary Time”** means the ordinary rate of pay as calculated in accordance with Appendix 2 - Rates of Pay.
- 8.18 **“Maintenance works”** means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased.
- 8.19 **“OTE”** (alternatively, **Ordinary Time Earnings**) means the actual ordinary rate of pay the Employee receives for ordinary hours of work, including disability allowances but not expense related allowances (such as the meal allowance), and includes any regular over-Agreement pay as well as casual rates received for ordinary hours of work. All other payments are excluded, except where the Australian Taxation Office (**ATO**) says otherwise.

- 8.20 **“Project value” “Projects Under \$50 million” or “ Projects Over \$50 million”** shall mean the total construction value of the entire project as per the QLeave levy. For the purpose(s) of this definition, where two or more projects by the same builder are located on the same site, the value of those projects will be combined.
- 8.21 **“QIRC”** means the Queensland Industrial Relations Commission.
- 8.22 **“Redundancy”** means a situation where an Employee ceases to be employed by the Employer, other than for reasons of serious and wilful misconduct. **“Redundant”** has a corresponding meaning.
- 8.23 **“Status Quo”** means the arrangements in place prior to the Dispute arising. This includes the performance, operation and management of all work and rates of pay and allowances.
- 8.24 **“Union”** means the Queensland Plumbers Union whether its federally registered entity, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU), and/or the CEPU Plumbing Division, Queensland Divisional Branch, and/or or its State-Registered entity, the Plumbers and Gasfitters Employees’ Union Queensland, Union of Employees
- 8.25 **“Union Delegate”** means an Employee elected by members of the Union to represent the industrial interests of Employees.

## **9 COOPERATIVE ENGAGEMENT AND COMMITMENTS OF THE PARTIES**

The intentions and commitments of the parties to this Agreement are to foster a healthy and productive relationship between the Employer, the Union and the Employees of the Employer for the benefit of all parties. The parties are committed to jointly working towards this intention and will therefore commit to:

- 9.1 Provide for an efficient, progressive and prosperous Mechanical Plumbing Contracting Industry for the benefit of the Employer and its Employees;
- 9.2 The Parties agree to act in good faith in fulfilling their respective functions and obligations under this Agreement;
- 9.3 Take an honest and genuine approach to the resolution of any Disputes arising between them;
- 9.4 Give genuine consideration to, and respond to, the positions and proposals of other Parties in relation to any Disputes;
- 9.5 Disclose information (other than confidential or commercially sensitive information) which is relevant to any Dispute in a timely manner;

- 9.6 Develop behaviour driven by consistent, high levels of cooperation, consultation and a free flow of information between all parties focusing on customer needs, high performance, skills development and job satisfaction for Employees of the Employer;
- 9.7 Refrain from capricious or unfair conduct that undermines the Agreement; and seek to implement it in a positive manner avoiding actions which could cause disruptions to the continuity of work;
- 9.8 Maintain the welfare of the Employees of the Employer by establishing best practice occupational health and safety with the emphasis on accident and injury prevention and to seek to improve the standard of living, job satisfaction and continuity of employment for Employees;
- 9.9 Facilitate and assist in continual skills development through training to accommodate new work methods, regulations and technology;
- 9.10 The Employer is committed to being an industry leader and employer of choice, and to working with the Union to achieve appropriate rates of pay and conditions of employment throughout the industry;
- 9.11 The Employer recognises that regulatory reform in the Plumbing Industry has the potential to improve safety and sustainability within the industry; and
- 9.12 The Employer will endeavour to have constructive discussions with the Union and lawmakers in respect of any such proposed regulatory reforms, either themselves or via a representative.

## **10 POSTING OF AGREEMENT**

- 10.1 A copy of this Agreement will be available in a convenient place on the Employer's premises and on every Employee's worksite so that it is easily accessible by Employees.

## **11 FLEXIBILITY**

- 11.1 An Employee and the Employer may agree to an arrangement (**IFA**, meaning 'individual flexibility agreement') varying the effect of certain terms of this Agreement in relation to the Employee and Employer, in order to meet the genuine needs of the Employee and Employer.
- 11.2 Where the Employer wants to enter into an IFA it must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer

must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

11.3 The Employer must ensure that any IFA is genuinely agreed to by the Employer and the Employee and that the terms of the IFA:

11.3.1 are about permitted matters under section 172 of the Act;

11.3.2 are not unlawful terms under section 194 of the Act;

11.3.3 result in the Employee being better off overall than the Employee would be if no IFA was made;

11.3.4 do not result in a reduction in health and safety at work; and

11.3.5 relate only to:

- time between which ordinary hours are worked;
- salary sacrifice agreements; or
- a reduction in ordinary hours.

11.4 The Employer must also ensure that any such IFA:

11.4.1 is in writing (including details of the terms of the Agreement that will be varied, how the IFA will vary the effect of the Agreement terms, how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA, and the day on which the IFA commences);

11.4.2 includes the name of the Employer and Employee;

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

11.4.4 is provided to the Employee within 14 days after it is agreed to; and

11.4.5 can be terminated by either party giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

11.5 Where any of the requirements of this clause are not met, the IFA is of no effect.

11.6 The Employer must not exert undue influence or undue pressure on an Employee in relation to the making of an IFA.

- 11.7 Union members are entitled to be represented by their Union at every stage of this process. Employees who are not Union members may also choose to be represented.
- 11.8 If an Employee has nominated the Union (or other person) as their representative, the Union (or other person) must be given reasonable opportunity to participate in negotiations or discussions regarding the proposed making, variation or termination of an IFA. Participation by the Union (or any other representative) does not mean that their consent is required prior to reaching agreement in relation to an IFA.
- 11.9 No IFA agreed to under this Agreement may operate retrospectively.
- 11.10 The Employer will provide an Employee Representative with details of any or all IFAs agreed to in accordance with the provisions of this clause if reasonably requested to do so. A request will be reasonable if the request relates to the Employee representative's role in representing Employees covered by the Agreement.
- 11.11 For the avoidance of doubt, except in relation to clause 11.4.3 where this concerns parents and guardians of Employees who are less than 18 years of age, nothing in this Agreement requires any IFA agreed to by the Employer and Employee under this Agreement to be approved, or consented to, by another person.

## **12 SEVERABILITY**

- 12.1 It is the intention of those covered by the Agreement that the Agreement contains only permitted matters under the Act. The severance of any term of this Agreement that is, in whole or in part, of no effect owing to the operation of section 253 of the Act, shall not be taken to affect the binding force and effect of the remainder of the Agreement.

## PART 2 CONSULTATION, REPRESENTATION AND DISPUTE RESOLUTION

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### 13 CONSULTATION

- 13.1 In this clause, **relevant Employees** means the Employees who may be affected by a change referred to in this clause.
- 13.2 Where the Employer is seriously considering, and prior to the taking of any definite decision on, the introduction of major workplace changes that are likely to have a significant effect on Employees, the Employer must notify and consult with the Union, the relevant Employees, and their representative, if any. Such changes include any proposed changes to the way in which ordinary hours are worked.
- 13.3 The Employer must recognise the Union (or other representatives appointed by an Employee, if any) and consult in good faith in relation to such proposed changes, including by allowing reasonable access to a relevant Union official in the workplace to assist Employees in the consultations relating to such proposed changes. Meetings between the Union and Employees will be paid up to 1 hour duration. The Employer and the Union will consult on organising the most effective time for meetings to occur. Provided however this clause shall not be construed as providing any rights which are inconsistent with s 194(f) or (g) of the FW Act.
- 13.4 With the exception that the Employer is not required to disclose confidential or commercially sensitive information, the obligation to notify and consult includes a requirement on the Employer to provide all relevant details to the Union, the relevant Employees, and their representatives, if any, in writing about:
- 13.4.1 the nature of the changes, any proposed timing of the changes, and the expected likely effect of the changes on relevant Employees;
  - 13.4.2 any measures the Employer is proposing to take to avert or mitigate any adverse effects of such changes on relevant Employees; and
  - 13.4.3 any other matters related to the changes which may affect the relevant Employees.
- 13.5 In this clause, a **major workplace change** is likely to have a significant effect on Employees if it includes:
- 13.5.1 termination of employment;
  - 13.5.2 major changes to composition, operation or size of the workforce or the skills required of relevant Employees;

- 13.5.3 elimination or diminution of job opportunities (including promotion/ tenure);
- 13.5.4 alteration of hours of work; and
- 13.5.5 retraining, relocation, or restructuring.
- 13.6 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 their representatives, if any, about the proposed change.
- 13.7 Regarding changes to an Employee's regular roster or ordinary hours, as soon as practicable after proposing to introduce the change, the Employer must:
- 13.7.1 discuss the introduction of the change with the Union and relevant Employees; and
- 13.7.2 with the exception that the Employer is not required to disclose confidential or commercially sensitive information, for the purposes of the discussion, provide to the relevant Employees and their representatives (if any):
- all relevant information about the change, including the nature of the change; and
  - information about what the Employer reasonably believes will be the effects of the change on the relevant Employees; and
  - information about any other matters that the Employer reasonably believes are likely to affect the relevant Employees; and
- 13.7.3 invite the Union, affected Employees and their representatives, if any, to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- 13.7.4 give consideration to any views about the impact of the change that are given by the Union, relevant Employee(s) and/ or their representatives, if any.
- 13.8 The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- 13.9 These provisions are to be read in conjunction with other Agreement or Award provisions concerning the scheduling of work and notice requirements.

## **14 UNION CONSULTATION**

- 14.1 Representatives of the Union may visit the workplace where such visit complies with the right of entry provisions under Part 3-4 of the Act.

## **15 EMPLOYEE REPRESENTATION**

- 15.1 This clause outlines the rights of Union Delegates when assisting Employees.
- 15.2 Each Employee has the right to determine whether they wish to be represented by a Union Delegate.
- 15.3 The Employer recognises the Union as the Union capable of representing Employees and workers and acknowledges that the Union has the right to organise in the workplace.
- 15.4 Consistent with its recognition of the rights of Employees and other workers to freely associate with the Union, the Employer will provide the Union with reasonable access to premises that it is undertaking work for the purpose of holding discussions with employees and other workers for any purpose connected with this Agreement, provided it is consistent with clause 14 of this Agreement.

### **REPRESENTATION**

- 15.5 The parties recognise the role the Employees' on-site Union Delegate has, where appointed, in seeking to ensure industrial harmony on the site or at the workplace and to facilitate the effective resolution of workplace grievances and disputes. The parties recognise that the on-site Union Delegate is a first point of contact for an Employee who has an employment-related grievance or a grievance, query or concern arising under the terms of the Agreement.
- 15.6 A Union Delegate shall, upon notification to the Employer, be recognised as an accredited representative of the Employees and, if an Employee seeks representation by the Union Delegate, that Union Delegate will be allowed all necessary time during working hours to submit to the Employer employment-related matters affecting the Employees they represent and to attend to their duties, provided that they first advise management and that such time does not unduly affect the performance of work. At all other times the Union Delegate will perform productive work within their range of qualifications and competence. Further, the Union Delegate shall be allowed reasonable time during working hours to attend to such matters affecting the Employees.
- 15.7 The Employer will recognise at least one Employee Representative for the Employer as nominated by the Employees. This Employee Representative will also be an HSR for their specific work group.
- 15.8 The Employer will facilitate four paid site/yard meetings per calendar year. Each meeting will be paid up to 1 hour duration (at start of shift) at which the Union representative will have the opportunity to address workers. The Employer and the Union will consult on organising the most effective time for yard meetings to occur. This clause will not affect any existing arrangement allowing for more frequent meetings.



- 15.9 The Employer will recognise an individual and site-specific Union Delegate where nominated by that site's Employees.
- 15.10 Union Delegates will be treated fairly and have the right to perform their role as representatives without discrimination in their employment.
- 15.11 Clause 15 does not provide for a non-working Union Delegate.
- 15.12 For the avoidance of doubt, Union Delegates at a particular site are entitled to represent any Employees of the Employer (or any employees of a subcontractor of the Employer) who are engaged at that site and wish to have the Union represent them. Only one (1) Union Delegate is required to represent the Employees of the Employer and any employees of a subcontractor of the Employer who are engaged at that site. This clause does not relieve the subcontractor from electing a HSR for the site.

## **FACILITIES**

- 15.13 The Employer shall provide Union delegate(s) with reasonable access to stationary and other administrative facilities including telephone, facsimile, the internet (including their own log-in), photocopier, air-conditioning/heating, a lockable filing cabinet, table and chairs, noticeboards, and a meeting area where such access is required to undertake representative duties.
- 15.14 The implementation of subclause 15.13 must not result in the establishment or maintenance of an area which is intended to be designated to be used by members, officers, delegates or other representatives of a building association in that capacity. For example, an obligation to create and maintain a 'shed' or other such area set aside for exclusive use by a building association and its members would be prohibited. Setting aside an area for officials to carry out consultation with Employees in accordance with relevant laws would not be prohibited.

## **UNION LEAVE**

- 15.15 The Employer will provide Union Delegates with paid leave of up to 5 days (a maximum of 36 hours) per annum to attend the annual Union Delegates' conference, Union Delegates' meetings, Union training or the annual Union Delegates conference or other Union campaign activity which is consistent with this Agreement, provided that this commitment will not preclude the Union from exercising its organisational objectives in an appropriate manner.
- 15.16 Applications to use the leave contained at subclause 15.15 are required to be submitted to the Employer for approval at least two weeks prior to the proposed leave commencing. Approval of applications will be subject to the operational requirement of the business and shall not be unreasonably withheld.
- 15.17 Any leave taken shall count as service for all purposes.

15.18 Where approved, leave(s) of absence will be granted to Employees at their ordinary time rate of pay. Payment will be made on an hourly basis for this leave (subject to the maximum hours 7.2 hours a day for 5 days or a maximum of 36 hours per annum), inclusive of travelling time associated with attendance.

15.19 The Employer is not liable for any expenses associated with an Employee's Union leave.

## **RIGHTS**

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

15.20.1 represent an Employee where requested in relation to a grievance, dispute or a discussion;

15.20.2 be involved in assisting Employees where requested, pursuant to the dispute resolution procedure of this Agreement.

15.20.3 place information related to permitted matters on a notice board in a prominent location in the workplace, except that the material must not breach freedom of association, privacy, or other applicable laws.

15.20.4 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 (such paid time will be paid inclusive of all allowances the Employee would normally receive).

15.20.5 paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace (such paid time will be inclusive of all allowances the Employee would normally receive).

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

15.20.7 to keep in regular contact with the Union Organiser and other Union representatives in the workplace about matters pertaining to the workplace.

## **SITE INDUCTIONS**

15.21 New Employees and workers engaged by Outside Hire commencing work with the Employer will receive induction training from representatives of the Union. Union representative(s) will be given an opportunity to induct into the Union all new employees, contractors, and labour hire workers who have not previously been inducted into the Union, in accordance with the following procedure:

- 15.21.1 the induction will take place on a site at which work is being performed, or at another agreed location, at the request of the Union;
- 15.21.2 a room which is appropriate for inductions (such as a training room) is dedicated to that purpose;
- 15.21.3 30 clear minutes will be allowed for the induction to take place;
- 15.21.4 Employees, contractors, and labour hire workers will receive no less than their usual or (where they have yet to commence work) their proposed rate of pay for the duration of the induction;
- 15.21.5 to facilitate Union inductions, the Employer will at a local level provide the Union with reasonable notice of opportunities for when inductions can occur. The relevant Union organiser and manager will agree on a mutually suitable time for the Union induction to occur;
- 15.21.6 the Union must be notified of the commencing of a new Employee, contractor, or labour hire worker within 30 days of that person starting; and
- 15.21.7 the Union induction is on paid time and the Employer will make it clear to each Employee that attendance required.

## **16 GRIEVANCE AND DISPUTE RESOLUTION PROCEDURE**

- 16.1 If a dispute arises about this Agreement, the NES (including subsections 65(5) or 76(4)), or any other work-related matter (including a dispute about whether a workplace right have been breached), the parties to the dispute will attempt to resolve the dispute at the workplace level.
- 16.2 If the matter cannot be resolved, a party may refer the dispute to the FWC for resolution.
- 16.3 In resolving a dispute, the FWC may deal with the dispute using all the procedures available to it under the Act and may attempt to settle the dispute by conciliation or mediation or, where the parties agree, a recommendation or expression of opinion by the FWC. If the dispute remains unresolved, the FWC may settle the dispute by arbitration.
- 16.4 Union members are entitled to be represented by their Union at every stage of this process. Employees who are not Union members may also choose to be represented. Each party shall recognise the other's representative for all purposes involved with the resolution of the dispute.
- 16.5 The parties to the dispute and their representatives must act in good faith in relation to the dispute.

- 16.6 While the dispute is being resolved, the parties will respect the status quo. However, the Employer may direct an Employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of Employees.
- 16.7 The parties will be bound by any decision made by the FWC, subject to subclause 16.8.
- 16.8 In any event, any resolution of a dispute under clause 16 by the FWC will not be inconsistent with legislative obligation(s) or any other applicable Code(s) or Regulation(s)-

## **PART 3 CONTRACT OF EMPLOYMENT AND RELATED MATTERS**

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### **17 ENCOURAGEMENT OF INDIGENOUS EMPLOYMENT**

- 17.1 The parties to this Agreement are committed to encouraging and fostering Indigenous employment and participation at all levels of work activity.
- 17.2 The parties to this Agreement further recognise that in order to encourage Indigenous employment, a supportive working environment for Aboriginal and Torres Strait Islanders must exist, which requires the redress of racism, social injustice, exploitation and employment inequity.

### **18 ENGAGEMENT**

- 18.1 At the time of engagement of each Employee, the Employer must inform the person in writing the terms of their engagement (permanent, part-time or casual), the name of their Employer, the job to be performed, the classification level, and the relevant rate of pay.
- 18.2 Employees will be engaged in one of the following categories:
- 18.2.1 daily hire (all plumbing and mechanical services classifications);
  - 18.2.2 weekly hire (all sheet metal workers with AQF level three qualifications and all apprentices);
  - 18.2.3 casual; or
  - 18.2.4 part-time weekly hire.
- 18.3 The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill/ competence and training consistent with the Employee's classification, provided that such duties are not designed to promote deskilling.

### **19 PART TIME EMPLOYMENT**

- 19.1 A part-time Employee is an Employee other than an apprentice who is employed for not less than 10 hours per week and not more than 36 ordinary hours per week or fewer than 8 ordinary hours per day and has reasonably predictable hours of work.
- 19.2 For each ordinary hour worked, a part-time Employee must be paid no less than the minimum hourly rate of pay for the relevant classification and all other full entitlements for those hours.

The Employer must inform a part-time Employee of their ordinary hours of work and of their starting and finishing times.

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

19.3.1 that the Employee may work part-time;

19.3.2 upon the hours to be worked by the Employee, the days upon which they will be worked and commencing times for the work;

19.3.3 upon the classification applying to the work to be performed; and

19.3.4 upon the period of part-time employment.

19.4 The terms of an agreement may be varied, in writing, by consent of the parties.

19.5 A copy of the agreement and any variation to it will be provided to the Employee by the Employer.

19.6 An Employee who does not meet the definition of a part-time Employee in this clause, and who is not a full-time Employee in accordance with this Agreement, will be paid as a casual Employee in accordance with clause 20 – Casual Employment.

19.7 All time worked outside the spread of ordinary working hours as provided in clause 38 – Ordinary Hours, and all time worked in excess of the hours as mutually agreed in accordance with subclause 19.3 will be overtime and must be paid for at the rates prescribed in clause 41- Overtime.

## **20 CASUAL EMPLOYMENT**

20.1 A casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed by this Agreement except annual leave, personal leave, and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid bereavement and carer's leave.

20.2 Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work the Employee shall be entitled to payment for a minimum of eight hours work (with 0.8 of an hour on each of these days accruing toward an RDO), plus the relevant fares and travel allowance prescribed by subclauses 34.18 – 34.31 – Fares and Travel.

20.3 On Saturdays and Sundays, a casual Employee is entitled to payment for a minimum of 4 hours, plus the relevant fares and travel allowance prescribed by subclauses 34.18 – 34.31 – Fares and Travel.

- 20.4 Casual Employees will be paid a 25% loading in addition to the base rates of pay for the classification upon which the Employee is engaged. The base hourly rates of pay are set out in Appendix 2. This compound rate shall be used as a base when calculating other entitlements such as overtime rates and penalties. The loading does not apply to the benefits and allowances provided in subclauses 34.18 – 34.31 – Fares and Travel Allowance, except those that are expressed as a percentage of the base rates of pay.
- 20.5 The applicable contributions to STQ, BUSS(Q)/ other superannuation fund, BERT, CIPQ and BEWT must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive penalty payments for overtime, work performed on weekends and work performed on public holidays.
- 20.6 Irrespective of subclause 20.1, the Employer will apply the NES according to their terms consistent with Common Law determinations in relevant jurisdictions (i.e. the Commonwealth of Australia and the State of Queensland), as is always required by law.<sup>1</sup> Any such entitlements, if established and required by law, form part of this Agreement.

## 21 MIXED FUNCTIONS

- 21.1 An Employee appointed on duties carrying a higher rate than their ordinary classification for more than half of one day or shift will be paid the higher rate for that day or shift.
- 21.2 An Employee appointed on duties carrying a higher rate than their ordinary classification for less than half of one day or shift will be paid the higher rate for the time worked.

## 22 JOB SECURITY & ENGAGEMENT OF SUB-CONTRACTORS

- 22.1 The Employer recognises that in certain circumstances, the use of contractors and supplementary labour may affect the job security of Employees covered by this Agreement.
- 22.2 Where there is need for supplementary labour to meet temporary/ peak work requirements, such labour may be accessed from bona fide businesses, including sub-contractors and labour hire companies, following consultation with potentially affected Employees.
- 22.3 For the purpose of this clause, the term:
- 22.3.1 **“contractor”** means a person, employer or business and includes labour hire companies and sub-contractors;

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<sup>1</sup> This subclause is in response to the Full Court of the Federal Court of Australia’s decision in WorkPac Pty Ltd v Skene [2018] FCAFC 131. The purpose of the subclause is to avoid undertakings being requested by the Fair Work Commission during the Enterprise Agreement approval process.

- 22.3.2 “**work**” means work covered by the Agreement which might ordinarily be performed by current or future Employees of the Employer under this Agreement; and
- 22.3.3 “**supplementary labour**” is temporary ‘top up’ labour designed to meet short-term situations such as absences due to sick leave, annual leave, and short-term work peaks.
- 22.4 The Employer will not contravene the sham contracting provisions of the Act.
- 22.5 The use of pyramid or sham sub-contracting arrangements is a breach of this Agreement.
- 22.6 Where a labour hire employee or an employee of a sub-contractor subsequently commences employment with the Employer, the time worked for the contractor or labour hire firm shall count as time served in relation to the probationary period for the Employee, where the time is continuous.
- 22.7 Where the Employer makes a definite decision that it intends to engage a 3<sup>rd</sup> party to perform work covered by this Agreement, the Employer shall notify the relevant Union Delegates and the Union within a reasonable time, of the:
- 22.7.1 name of the proposed 3<sup>rd</sup> party;
- 22.7.2 type of work proposed to be performed by the 3<sup>rd</sup> party;
- 22.7.3 likely commencement date of the proposed 3<sup>rd</sup> party;
- 22.7.4 likely duration of this engagement; and
- 22.7.5 expected effects, if any, of the engagement of the proposed 3<sup>rd</sup> party on Employees.
- 22.8 The parties to this Agreement agree that non direct-labour will only be utilised in accordance with the provisions of this clause. The parties agree that the principles regarding the use of genuine non- direct labour to cover peak workloads are as follows:
- 22.8.1 Non-direct labour is only to be used to supplement labour requirements of the Employer and not to replace direct labour which is employed by the Employer;
- 22.8.2 Non-direct labour is not to be used to eliminate or erode the employment opportunities of the direct labour of the Employer.
- 22.8.3 The Employer will ensure that non-direct labour receives no less than the EBA rates and conditions of this Agreement that would apply to them if they were Employees directly employed by the Employer, undertaking work covered by this Agreement.



- 22.8.4 Labour hire will only be used for a cumulative period of 6 weeks (except in circumstances agreed between the parties to this Agreement). If the engagement (continuous or broken) continues beyond the cumulative 6 week period, the Employer will pay and ensure the labour hire worker is receiving an hourly rate that is 150% in addition to the 100% base wage payment prescribed in this Agreement.
- 22.9 If the Employer makes a definite decision to engage contractors and their Employees or supplementary labour to perform work that may be performed by Employees covered by this Agreement, the Employer must consult in good faith with potentially affected Employees prior to the engagement of contractors or supplementary labour for the construction works.
- 22.10 The Employer agrees to consult with potentially affected Employees as soon as practicable and not less than 14 days before the commencement of the work by the contractors/ supplementary labour. If for any reason this does not occur, or if the Employer has less than 14 days' notice of the need to commence the work, consultation will occur as soon as practicable, and in any case not more than 14 days after the contractors/ supplementary labour commence(s) work.
- 22.11 All subcontract firms and supplementary labour would be engaged according to each of the following terms:
- 22.11.1 The subcontract firm will have its own safe work method statements and OHS plans.
- 22.11.2 The subcontract firm will have all appropriate licences and will hold current public liability and worker's compensation insurances.
- 22.11.3 Builders will be notified that the subcontract firm/ supplementary labour has been engaged and all employees of the subcontract firm/ supplementary labour will be inducted under their company name.
- 22.11.4 All employees employed by the subcontract firm/ supplementary labour will hold all appropriate registrations and or licences to carry out work they are performing.
- 22.11.5 All employees of the subcontract firm/ supplementary labour will obey all site requirements.
- 22.12 The Employer shall require those businesses to ensure that any workers engaged by such businesses, who perform work that the Employer has engaged that business to perform, are provided with all their lawful entitlements due in relation to their performance of work.
- 22.13 If the Employer considers supplementary labour will be required for a different duration than that specified in accordance with subclause 22.7, consultation regarding the ongoing use of supplementary labour will occur with affected Employees.

22.14 the Union may request the Employer to provide the following information, providing the lawful and reasonable request does not cause undue cost to the Employer. The Employer, will undertake reasonable endeavours to provide the Union with:

22.14.1 Details of entitlements accrued and paid in accordance with this agreement and the relevant award.

22.14.2 Current WorkCover Insurance Policy;

22.14.3 Details of contributions to the BUSSQ superannuation scheme;

22.14.4 Details of contributions to the BERT scheme;

22.14.5 Details of contributions to Construction Industry Protection, Queensland (CIPQ);

22.14.6 Details of contributions to Q-Leave and registration numbers;

22.14.7 Details of compliance with licencing

22.14.8 Details of compliance with matters set out in 22.15.

22.15 Where the Union or the Employer becomes aware a 3<sup>rd</sup> party entity has not, or may not have, complied with a requirement of this agreement or other lawful obligations, the Employer will as soon as practicable:

22.15.1 investigate the alleged non-compliance; and

22.15.2 where necessary, take measures to have the 3<sup>rd</sup> party entity rectify the breach, which may include terminating the 3<sup>rd</sup> party's engagement; and

22.15.3 The employer will consult with the Union about the outcome of the investigation, including the nature of any breaches discovered and the steps taken to rectify those breaches; and

22.15.4 The Employer will, complete the investigation within a timely manner of notification by the Union.

22.16 All the requirements specified in the "*Job Security & Engagement of Sub-Contractors*" clause above, will not apply to offsite employees engaged in prefabrication work, performed for jobs where the total cost of work is under \$50 million.

## **23 DISCIPLINE/ TERMINATION PROCESS**

23.1 Employment may be terminated by the Employer due to performance, general misconduct, serious and wilful misconduct, or redundancy.

23.2 Nothing in this clause prevents an Employee, whose employment has been terminated, from filing an unfair dismissal claim in the FWC.

23.3 If an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g. lateness for work), the following 3-step counselling procedure will be applied. This procedure does not apply for redundancy situations. An Employee may elect at any step to have a representative or any other person 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 representative or any other party to this Agreement.

#### STEP 1: FIRST WRITTEN WARNING

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23.4 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.

23.5 If appropriate, the Employer will then issue a written warning detailing the issues of concern and the standards of improvement required.

23.6 A written warning may not be necessary at this step, a verbal warning may suffice.

#### STEP 2: FINAL WRITTEN WARNING

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

23.8 The Employer will then issue a final written warning detailing:

23.8.1 the issues of concern; and

23.8.2 the standards of improvement required; and

23.8.3 that it is a final written warning; and

23.8.4 that failure to meet the standards of improvement stated therein may lead to dismissal.

23.9 If an Employee does not repeat the same offence which produced the need for the final warning within 6 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

#### STEP 3: DISMISSAL

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23.10 If, after receiving a final warning, the Employee repeats the same conduct within a period of 6 months, then the Employee may be dismissed.

23.11 A written notice of dismissal will be provided to the Employee by the Employer outlining the reasons for the dismissal.

## **24 TERMINATION**

### **PERIODS OF NOTICE**

24.1 Either the Employer or the Employee may terminate the Employee's employment by providing the applicable following notice in accordance with NES:

24.1.1 Plumbing and mechanical services classifications (daily hire Employees) – 1 day;

24.1.2 Sheet metal workers with AQF level three qualifications (weekly hire Employees) – as per NES;

24.1.3 Apprentices (both plumbing and mechanical) – as per the NES; or

24.1.4 Casual Employees – 1 hour.

24.2 Payment may be made in lieu of notice (equivalent to the required notice).

24.3 The period of notice in this clause does not apply in the case of gross misconduct that justifies instant dismissal.

24.4 In addition to the above notice periods, a tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport their tools.

### **PAYMENT OF ENTITLEMENTS AT TERMINATION**

24.5 Within 2 days of termination of the Employee's employment, or at least by or on the day payment of wages would ordinarily be made for the pay cycle within which the Employee is terminated, whichever period ends on a later date. The Employer will pay to the Employee the following entitlements:

24.5.1 Outstanding wages;

24.5.2 Where the employment relationship comes to an end and there is a notice period, and the Employer pays out the notice period, the Employer will pay the allowances the Employee would have received if they were to work the notice period;

24.5.3 Accrued annual leave, including 17.5% loading as if not worked on site (ie no site allowances);

- 24.5.4 Accrued RDO,s including fares and travel for each 7.2 hours;
- 24.5.5 Where the Employer terminates an Employee, except for reasons of misconduct or incompetence (proof of which will lie upon the Employer), the Employer will pay the Employee a day's ordinary wages for each holiday or each holiday in a group which falls within 10 consecutive calendar days after the day of termination. Where any 2 or more of the holidays prescribed in this clause occur within a 7-day span, such holiday will be a group of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after termination, the whole group will be deemed to fall within the 10 consecutive calendar days. Christmas Day, Boxing Day and New Year's Day will be regarded as a group; and
- 24.5.6 Subject to subclause 24.7, outstanding CIPQ, BUSS(Q)/ other superannuation fund, BERT, BEWT and STQ entitlements in accordance with the relevant clauses within this Agreement.
- 24.6 Should payments required by subclauses 24.5.1, 24.5.2, 24.5.3 and 24.5.4 not be made in full within 2 days of the Employee's termination, or at least by or on the day payment of wages would ordinarily be made for the pay cycle within which the Employee is terminated, whichever period ends on a later date. The Employee will be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday).
- 24.7 Any payments required by subclause 24.5.5 must be paid in full as soon as is possible after termination of the Employee's employment, in accordance with the payment and contribution processes of the fund. If this does not occur in full, the Employee will be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday).
- 24.8 Within 7 days of the termination, the Employer will notify CIPQ of the Employee's sick leave balance and provide the Employee with a separation certificate.

## **25 STANDING DOWN OF EMPLOYEES**

- 25.1 The Employer will not make payment (or, where payment has already been made, will deduct payment)for any day (or part of a day), commencing from the time that the Employer provides notice to the Employees and, where nominated by the Employees, their representative(s), that an Employee cannot be usefully employed because of industrial action or any stoppage of work by any cause for which the Employer cannot reasonably be held responsible. This clause is not to supersede or is intended to override clause 54 Procedure for Dealing with Safety Issues or Incidents within this document.

## **PART 4 WAGES, INDUSTRY FUNDS, ALLOWANCES AND RELATED MATTERS**

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### **26 WAGES**

26.1 Employees must be paid wages in accordance with Appendix 2 from the first full pay period after the dates specified: Those rates include the following increases:

- From 31 October 2023; the rates prescribed in the table at Appendix 2:
- 5% from 31 October 2024;
- 5% from 31 October 2025; and
- 5% from 31 October 2026.

26.2 Employees (subject to clause 20 for casuals) are entitled to be paid the hourly rate of pay shown in Appendix 2. This is the ordinary time hourly rate for all purposes.

### **27 WAGE PAYMENT & TIME AND WAGES RECORDS**

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

27.1.1 Employer's name;

27.1.2 Employee's name and classification;

27.1.3 date of payment and period covered by wage statement;

27.1.4 details of the number of ordinary hours worked;

27.1.5 details of the number of overtime hours worked;

27.1.6 the ordinary hourly rate and the amount paid at that rate;

27.1.7 the overtime hourly rates and the amounts paid at those rates;

27.1.8 the gross and net wages paid;

27.1.9 details of any deductions made from the wages;

27.1.10 details of all accrued entitlements such as RDOs, personal leave, annual leave, etc.;  
and

27.1.11 details of the following contributions and payments, including when the contribution/ payment was made and the amount: Employer superannuation contribution, Employee superannuation contribution, BERT, CIPQ and BEWT.

27.2 All wages, allowances and other monies will be paid by Electronic Funds Transfer (**EFT**) (or other electronic payroll system) and made available to the Employee not later than the cessation of ordinary hours of work on Thursday of each working week. Payslips are to be provided by the same time, either by printing or electronically.

27.3 Late Payment Penalty:

27.3.1 If the Employer fails to make payment to any Employee as prescribed by or on the designated payday where an error has occurred of \$150 or greater per employee, the Employee(s) affected will be paid an additional 50% of the total value of the underpayment, unless the Employer satisfactorily shows:

27.3.1..1 that the failure is due to some act or omission on the part of the Employee; and/or

27.3.1..2 the failure resulted from circumstances not under the Employer's control and which could not reasonably have been foreseen and which the Employer could not have taken reasonable steps to avoid or overcome; and/or

27.3.1..3 the failure resulted from a genuine mistake or accident and was resolved within 30 days of the Employer being notified of the error .

*Examples of penalty NOT being payable:*

*Example of failure due to some act on the part of the Employee: an Employee failed to claim overtime after working it*

*Example of circumstances not under the Employer's control: the Employer is able to demonstrate payment remittance was on time however the bank failed to pay the Employee*

27.3.2 In circumstances where the Employee(s) or the Union makes the Employer aware of the underpayment (and the exceptions at subclauses 27.4, 27.3.1.1, 27.3.1.2 and 27.3.1.3 do not apply), and the Employer does not rectify the error within 14 days of being made aware or notified, the Employer will pay the Employee(s) \$100 for each and every day or part day during which default continues from the Friday of the pay week the underpayment occurred until the matter is resolved. For the avoidance of doubt, this payment is in addition to the 50% penalty prescribed at subclause 27.3.1

(where this penalty is payable). For the purposes of this clause, 'day' shall include Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday.

27.4 Subclauses 27.3.1 and 27.3.2 do not apply if the underpayment is discovered after the Employee's employment has ceased. In such circumstances, the penalty set out at clause 24.6 and/or 24.7 is applicable.

27.5 The Employer must also maintain the following time and wage records for each Employee:

27.5.1 the date when the Employee commenced employment with the Employer and, if relevant, the date when the Employee ceased employment with the Employer;

27.5.2 the Employee's: date of birth, tax file number, superannuation membership number, BERT number, QLeave number and CIPQ number;

27.5.3 daily details of work including the Employee's;

- daily start and finish time;
- time lunch and crib breaks taken;
- total ordinary hours worked and resulting wage;
- total time-and-a-half hours worked and resulting wage;
- total double time hours worked and resulting wage;

27.5.4 details of allowances paid, deductions and additions;

27.5.5 details and payment for RDOs, personal and annual leave, public holidays;

27.5.6 total gross allowances paid per week and year to date (**YTD**);

27.5.7 total gross wages paid per week and YTD;

27.5.8 tax deducted from wages per week and YTD;

27.5.9 net wages per week and YTD;

27.5.10 RDOs, sick and annual leave accrued per week and YTD; and

27.5.11 BUSS(Q)/ other superannuation fund, BERT, BEWT and CIPQ paid per week and YTD.

## 28 APPRENTICES



- 28.1 Apprentices are entitled to all applicable rates and conditions of employment prescribed by this Agreement.
- 28.2 Training arrangements for apprentices shall be in accordance with QIRC Order (No. B585 of 2003) *Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003*, and QIRC Order (No. B1849 of 1997) *Supply of tools to apprentices*.
- 28.3 Apprentices shall be paid all wages and allowances as specified by this Agreement whilst attending training, including daily fares and travel. All time spent attending training in the course of the apprenticeship shall count as time served for all purposes.
- 28.4 The Employer shall be responsible for meeting all costs associated with apprenticeship/traineeship training, including any student registration, tuition fee or other course costs.

### **ADULT APPRENTICES**

- 28.5 Adult apprentices (21 years of age or older) will be paid a minimum rate equal to the rate of pay for a third-year apprentice, and entitlements, for the first three years of their apprenticeship.

### **NUMBER OF APPRENTICES**

- 28.6 The parties recognise that the viability and success of the Services Trades depend on training apprentices to become the workforce of the future. As its contribution towards creating the Industry's future workforce, the Employer commits to the following arrangements.
- 28.7 To ensure apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, the Employer shall maintain a ratio of at least 1 apprentice to 5 tradespeople for the first 20 tradespeople employed by the Employer. For every 10 additional tradespeople employed thereafter, the ratio will be at least 1 apprentice to 10 tradespeople. *For example, if the Employer engages 30 tradespeople, 5 will be apprentices.*
- 28.8 The Employer and the Union shall discuss and implement agreed strategies to maximise apprentice intake for the Employer.
- 28.9 Provided that the application of this clause is not used to displace existing Employees, there should be no more apprentices engaged than tradespeople on any site, project or job (i.e. 1:1 ratio).
- 28.10 28.9 The Employer will not be required to maintain apprentice ratios on jobs, where the total cost of work is under \$50 million.

### **APPRENTICE WAGES**

- 28.10.1 The hourly wage rates of apprentices are paid in accordance with Appendix 2.

## 29 SUPERANNUATION

Employer superannuation contribution payments will be made in compliance with the Treasury Laws Amendment (Your Superannuation, Your Choice) Act 2020. In the absence of an Employee having an existing superannuation fund or nominating a superannuation fund, the Employer will make contributions to the following default fund until such time as an employee superannuation standard choice form is returned: BUSS(Q). Contributions will be made into a superannuation fund that offers a My Super product. On behalf of each Employee, the Employer will contribute the following minimum weekly amount into the Employee's superannuation account:

29.1 For all Employees other than apprentices .

	Agreement Commencement	31 October 2023	31 October 2024	31 October 2025	31 October 2026
<b>SUPER (Employer)</b>	\$255.00	\$285.00	\$297.00	\$310.00	\$323.00
<b>SUPER (Employee)</b>	\$64.00	\$72.00	\$75.00	\$78.00	\$81.00
<b>Total Employer Payment</b>	\$319.00	\$357.00	\$372.00	\$388.00	\$404.00

29.2

29.3 The Employer must make weekly Employer superannuation contributions for apprentices in-line with the superannuation guarantee.

- from 1 July from 1 July 2022 is 10.5% of their OTE,
- from 1 July 2023 is 11% of their OTE,
- from 1 July 2024 is 11.50% of their OTE, and
- from 1 July 2025 is 12% of their OTE

29.4 Apprentices have the option to co-contribute 3% of their OTE by way of salary sacrifice.

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

29.6 Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of CIPQ and including periods of Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.

- 29.7 All payments will be made based on full week payments. However, where an Employee commences work partly through a pay week, the Employee shall not be entitled for any contribution for that part week. Superannuation payments will commence from the first day of the first full pay week of employment. A superannuation pay week shall be the same pay week as applies to the payment of wages/ remuneration. Payment on termination shall be based on a payment for a full week for any commenced week.
- 29.8 Should it be established that the Employer has failed to make the payments in accordance with this Agreement, the Employer shall be liable to make the appropriate contributions immediately and shall also pay an additional amount equal to the fund crediting rate(s) during the period of non-compliance, but no less than 10% per annum.

### **SALARY SACRIFICE**

- 29.9 In addition to the requirements of this Agreement, an Employee may choose to salary sacrifice some or all wages into superannuation. The amount may be adjusted by the Employee on the first pay day on or after 1 September each year if desired.

### **MINIMUM CONTRIBUTIONS**

- 29.10 Where, due to company structure, no Employees are engaged under this Agreement, the Employer will make a contribution to the STQ Fund equivalent to the superannuation payments under this clause for 2 Employees.

## **30 REDUNDANCY**

- 30.1 The Employer will utilise BERT to meet all liabilities for redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the BERT Fund is paid to the Employee when the Employee is entitled to that payment as described in the Trust Deed creating the BERT Fund.
- 30.2 Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of CIPQ and including periods of Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.
- 30.3 Where the Employee's balance in the BERT Fund reaches \$20,000, or an amount that equals 8 weeks wages, the Employee has the option to continue to have contributions paid into BERT or redirected to the Employee's superannuation account. It is the Employee's option only.
- 30.4 Contributions to BERT must be made at least on a monthly basis. Details of the Employer's contribution for each month, including when the contribution was made and for how much, are

to be shown on the Employee's wage statement by the end of the second week of each subsequent month.

30.5 In accordance with the Trust Deed, Employees commencing or ceasing employment are entitled to contributions for the full week of employment whether they work the full week or not.

30.6 The Employer must contribute to the BERT Fund at least the following weekly amount on behalf of each Employee in accordance with the following:

- \$115.00 per Employee effective first pay period from Commencement;
- \$120.00 per Employee effective first pay period following 31 October 2023;
- \$126.00 per Employee effective first pay period following 31 October 2024;
- \$138.00 per Employee effective first pay period following 31 October 2025; and
- \$151.00 per Employee effective first pay period following 31 October 2026.

30.7 At the same time as contributions are made to the BERT Fund, the Employer must contribute at least the following weekly amount to the Trustee of the BEWT Fund on behalf of each Employee in accordance with the following:

- \$17.00 per Employee effective first pay period from Commencement;
- \$17.50 per Employee effective first pay period following 31 October 2023;
- \$20.00 per Employee effective first pay period following 31 October 2024;
- \$23.00 per Employee effective first pay period following 31 October 2025; and
- \$25.00 per Employee effective first pay period following 31 October 2026.

**APPRENTICES**

30.8 The Employer must make the following weekly contributions on behalf of each apprentice:

	BERT			BEWT
	Commencement of Agreement	31 Oct 23	31 Oct 24	
1st Year	\$35	\$40	\$50	\$5.96
2nd Year	\$35	\$40	\$55	\$8.20
3rd Year	\$35	\$40	\$60	\$11.18
4th Year	\$35	\$40	\$65	\$13.41

## **MINIMUM CONTRIBUTIONS**

30.9 Where, due to company structure, no Employees are engaged under this Agreement, the Employer shall make a contribution to the STQ Fund equivalent to the BERT contributions under this clause for 2 Employees.

## **31 INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE**

31.1 Subject to subclause 31.2, the Employer will contribute the following amounts per week to CIPQ in respect of each of its Employees for, or on account of, the premium insuring income protection for each of those Employees and CIPQ's costs:

- from 1 March 2022 - \$41.30
- from 1 March 2023 - \$47.00
- from 1 March 2024 - \$51.00
- from 1 March 2025 - \$54.00
- from 1 March 2026 - \$57-\$60 (to be informed by insurer)

31.2 If CIPQ decides that a higher weekly rate per Employee must be paid or provided, the Employer must pay that higher rate as and from the date CIPQ determines.

31.3 If the Employer does not contribute to CIPQ an amount required by this clause in respect of each and every Employee, the Employer will pay to any Employee who would be entitled to a benefit from CIPQ had payment been made:

31.3.1 the amount/ value of such CIPQ benefit (e.g. medical expenses, claims management costs, rehabilitation expenses and payment of unused sick leave upon termination of employment); and

31.3.2 an additional \$1,600 per week for a period of three years.

31.4 Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of CIPQ and including periods of Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.

## **MINIMUM CONTRIBUTIONS**

31.5 Where, due to company structure, no Employees are engaged under this Agreement, the Employer shall make a contribution to the STQ Fund equivalent to the CIPQ payments under this clause for 2 Employees.

## **32 THE SERVICES TRADES QUEENSLAND (STQ)**

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

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

As represented by their respective Employer associations:

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

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

STQ's core business objectives are:

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

The Employer STQ contributions will be frozen at \$35.00 per week for the life of the agreement for each Employee who is paid in accordance with this Agreement, and who is not an apprentice.

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

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

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

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

### **33 BUILDING LEVY**

- 33.1 This levy is paid per week and collected by the Plumbing and Pipe Trade Industry Development Fund Pty Ltd (PPTIDF) monthly as set out in this clause.
- 33.2 The Building Levy is to ensure facilities are acquired, built and fitted to properly carry out training (including apprenticeship and post trade) for licensing and registration of Plumbing and Pipe Trade workers and to ensure the long-term future, registration and licensing of the Trade.
- 33.3 From 30 October 2025 the Employer agrees to support PPTIDF by contributing \$10.00 per week for each Employee engaged under this agreement.
- 33.4 Contributions will continue to be paid on behalf of an Employee during any absence of paid leave (including periods on WorkCover (for the first 12 months), CIPQ and QLeave).
- 33.5 Contributions shall be calculated on a weekly basis and paid monthly into the PPTIDF Fund. Contributions for new Employees shall commence from the first day of the first full pay week of employment whether working the full week or not. Contributions for Employees on termination shall be based on a payment for any commenced week.

### **34 ALLOWANCES**

- 34.1 Unless stated elsewhere in the Agreement, the amounts payable for allowances are listed in Appendix 3.

#### **Acid Plants and Chemical Works**

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- 34.2 An Employee engaged in plumbing work carried out on production plant in chemical works or acid plants which have been commissioned will be paid an additional amount per hour.

#### **Asbestos Materials**

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- 34.3 Employees required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) as part of the necessary safeguards required by the appropriate occupational health authority for the use of materials containing asbestos or to work in close proximity to Employees using such materials, will be paid an amount per hour extra whilst wearing such equipment.

#### **Compensation for Tools and Clothing**

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- 34.4 An Employee whose clothes, spectacles, hearing aid(s), or tools have been accidentally spoilt by acid, sulphur or other substances will be paid such amount to cover the loss thereby suffered by the Employee as may be agreed upon between the Employee and Employer.
- 34.5 An Employee will be reimbursed by the Employer to the maximum amount in Appendix 3 for loss of tools or clothing by fire or breaking and entering whilst securely stored at the Employer's direction in a room or building on the Employer's premises, job or workshop, or if the tools are lost or stolen while being transported by the Employee at the Employer's direction, or if the tools are accidentally lost over water, or if tools are lost or stolen during an Employee's absence after leaving the job because of injury or illness.
- 34.6 An Employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.
- 34.7 Compensation will not be applied where an Employee has not followed the Employer's clear, reasonable and lawful instructions. The Employer and Employees agree to strict adherence regarding the use and provision of storage facilities.
- 34.8 Where an Employee is absent from work because of illness or accident and has advised the Employer in accordance with clause 46 – Personal Leave/ Carer's Leave, the Employer will ensure that the Employee's tools are securely stored during their absence. If these tools are lost or stolen, the amount payable in Appendix 3 for compensation for tools applies.
- 34.9 Reimbursements will be at the current replacement value of new tools of the same or comparable quality.
- 34.10 The Employee will report any theft to the police prior to making a claim on the Employer for replacement of stolen tools.

#### Confined Space

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- 34.11 An Employee required to work in a confined space will be paid an allowance per hour, or part thereof, when an entry permit is required.

#### Employees Accepting Responsibility to Statutory Authorities

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- 34.12 An Employee who is required to act on their plumbers or gasfitters licence(s), issued by an appropriate state authority, will be paid an additional amount per week for each week of their employment, regardless of whether or not they have in fact acted on such licence(s) during that particular week
- 34.13 Acting on one's licence means signing notices and assuming responsibility to relevant authorities.



34.14 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.

#### Employee Acting on Welding Certificate

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34.15 Subject to subclause 34.16, an Employee who is requested by the Employer to weld pipes (whether that being by Oxygen/ Acetylene, Arc, MIG, TIG or plastic welding) will be paid an additional amount per hour for each type of welding, whether or not they have in any hour actually performed welding.

34.16 No employee shall be entitled to be paid for more than 2 types of welding.

34.17 This allowance shall not apply for all plumbing work with respect to the joining together of plastic, PVC and/ or polythene materials (e.g. HDPE and MDPE).

#### Fares and Travel Allowance

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34.18 At the commencement of this Agreement, the Employer will elect one of the following as their radius CenterPoint to which the fares and travel allowances within this clause apply, the address(es) of the Employer which is closest to the site, or worker. (see Appendix 6),: or Brisbane GPO or Sunshine Coast or Gold Coast.

34.19 The Employer will make their election by advising the Union in writing of the chosen radius at the time of signing the Agreement. If the Employer does not advise the Union of their elected radius, the default radius will apply. The default radius is that radius from the closest address of the Employer (detailed in Appendix 6).

34.20 The Employer must notify each employee in writing at the commencement of this Agreement or at commencement of employment of the base CenterPoint that the employees fares and travel is calculated from. For clarity this may only be one address. If the employer plans to change the base CenterPoint that the employees' fares and travel is calculated from consultation will occur in accordance with clause 13.

34.21 In the case of an Employee sent to distant work (as defined in this Agreement) the radius is the 75km radius from the place at which the Employee resides for that distant work.

34.22 If the Employee's starting and finishing address is the workshop or office, then Fares and Travel Allowance is not applicable.

#### **ENTITLEMENT**

34.23 Employees will be paid the following fares and travel on each day the Employee reports to the work site within the defined radius as elected (or elected by default):

#### **TRAVEL FOR ALL EMPLOYEES EXCLUDING APPRENTICES**

34.23.1 From Agreement Commencement:

	<b>Fares</b>	<b>Travel</b>	<b>Total</b>
<b>75km radius</b>	\$13.75	\$41.25	\$55.00

34.23.2 From 31 October 2023:

	<b>Fares</b>	<b>Travel</b>	<b>Total</b>
<b>50km radius</b>	\$15.00	\$45.00	\$60.00

34.24 Fares and travel will also be paid on RDOs.

34.25 Apprentices will receive fares and travel in accordance with these provisions at the following rates:

### **TRAVEL FOR APPRENTICES**

34.25.1 From Agreement Commencement:

<b>75km radius</b>	<b>Fares</b>	<b>Travel</b>	<b>Total</b>
<b>1st Year (75%)</b>	\$10.31	\$30.94	\$41.25
<b>2nd Year (85%)</b>	\$11.69	\$35.06	\$46.75
<b>3rd Year (90%)</b>	\$12.38	\$37.13	\$49.50
<b>4th Year (95%)</b>	\$13.06	\$39.19	\$52.25

34.25.1 From 31 October 2023:

<b>50km radius</b>	<b>Fares</b>	<b>Travel</b>	<b>Total</b>
<b>1st Year (75%)</b>	\$11.25	\$33.75	\$45.00
<b>2nd Year (85%)</b>	\$12.75	\$38.25	\$51.00
<b>3rd Year (90%)</b>	\$13.5	\$40.5	\$54.00
<b>4th Year (95%)</b>	\$14.25	\$42.75	\$57.00

### **EMPLOYEE PROVIDED WITH A VEHICLE**

34.26 Where an Employee is provided with a vehicle to travel from their home to the job site within the defined radius, the Employee will receive the travel allowance but not the fares allowance.

34.27 Where an Employee is provided with a vehicle to get to and from the job site, the Employee will receive the travel allowance but not the fares allowance.

### **EMPLOYEE USING THEIR OWN VEHICLE DURING WORKING HOURS**

34.28 Where an Employee is required to use their own vehicle to travel to any other job site in the course of their daily engagement, they will be paid an allowance in accordance with Appendix 3. All time travelled will be regarded as time worked.

#### **COMMENCING AND FINISHING AT WORKSHOP**

34.29 Where an Employee is normally required to report for and finish work at the workshop and is transported to and from any job by their Employer, fares and travel are not payable.

#### **TRAVEL BEYOND THE DEFINED RADIUS**

34.30 When working on jobs beyond the defined radius, the Employee will receive, in addition to fares and travel, an allowance for travelling time calculated at the ordinary rate of pay for the time required to travel to the job site and back from the defined radius. There will be a minimum payment of quarter of an hour for such a journey.

34.31 In addition, where an Employee provides their own transport, they will be paid an amount per kilometre as prescribed in Appendix 3 for the distance travelled beyond the defined radius.

#### **First Aid**

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34.32 An Employee who is qualified in first aid and is appointed by their Employer to carry out first aid duties in addition to their usual duties will be paid an additional rate per day.

#### **Fumes**

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34.33 An Employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present will be paid an allowance per hour.

#### **Health and Safety Representative (HSR) Allowance**

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34.34 Any Employee elected as an HSR will be entitled to a daily allowance from the date the Employee is elected.

#### **Hospitals**

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34.35 An Employee when engaged in repairs, demolition and/ or maintenance in any block or portion of a hospital used for the care or treatment of patients suffering from infectious or contagious diseases will be paid an additional amount per day or part thereof.

34.36 An Employee working inside a morgue in which one or more dead bodies are not in refrigeration will be paid an additional amount per day or part thereof.

#### **Insulation**

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34.37 An Employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, limpet fibre, vermiculite or other recognised insulating materials of a like nature, associated with similar disabilities in its use, shall be paid an additional amount per hour or part thereof. This extra rate will also apply to an Employee working in the immediate vicinity who is affected by the use of such materials. Foam (hard and soft), mineral wool, styrene and lead impregnated acoustic insulation are not part of the allowance.

### Leading Hand

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34.38 A leading hand is an Employee who is given by the Employer, or the Employer's agent, the responsibility of directing and/ or supervising the work of one or more other persons and is paid an allowance in accordance with Appendix 3.

### Meal Allowance

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34.39 See clause 43.

### Multistorey Allowance

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34.40 A multistorey allowance will be paid per hour to all Employees on site engaged in construction or renovation of a building which, when complete, consists of 5 or more storey levels, to compensate for the disabilities experienced in, and which are peculiar to, construction or renovation of a multistorey building.

34.41 For the purposes of the multistorey allowance:

34.41.1 **“renovation work”** is work performed on existing multistorey buildings which involves structural alterations which extend to more than two storey levels in a building, where at least part of the work to be performed is above the fourth-floor storey level. Payments for renovation work will be in accordance with the scale of payments appropriate for the highest floor level affected by such work.

34.41.2 **“complete”** means the building is fully functional and all work which was part of the principal contract is complete.

34.41.3 A **“storey level”** means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding ‘half floors’ such as toilet blocks or store rooms located between floors). Any buildings or structures which do not have regular storey levels, but which are not classed as towers (e.g. grandstands, aircraft hangars, large stores, etc.) and which exceed fifteen metres in height, may be covered by this allowance. A plant room situated on the top of a building will constitute a further storey

level if the plant room occupies 25% of the total roof area, or an area of 100m<sup>2</sup>, whichever is the lesser.

34.41.4 **“floor level”** means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

34.42 Employees must be paid the multistorey allowance in accordance with Appendix 3 from the first full pay period after the dates specified.. The second and subsequent allowance levels/ scales will commence when one of the following components of the building rises above the floor level first designated in each such allowance scale: structural steel; reinforcing steel; and boxing or walls.

34.43 The allowance payable at the highest point of the building will continue until completion of the building.

## **PROJECTS UNDER \$50 MILLION**

34.44 Where the total cost of work is less than \$50 million, height allowance is to be paid in accordance with the award

### **Service Cores**

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34.45 All Employees employed on a service core at more than 15 metres above the highest point of the main structure will be paid the multistorey rate appropriate for the main structure, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one pay period.

34.46 Employees employed on a service core no higher than 15 metres above the main structure will be paid in accordance with the multistorey allowance prescribed, provided that any section of a service core exceeding 15 metres above the highest point of the main structure will be disregarded for the purpose of calculating the multistorey allowance applicable to the main structure.

### **Site Allowance**

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34.47 A Site Allowance as detailed below will be paid as a flat amount for each hour worked. At the commencement of a project by the Employer, the Employer will inform the relevant Employees of the value of the project that was notified to QLeave. Site allowance is payable to Employees engaged in prefabrication work for a specific project regardless of whether it's performed on or off site.

<b>Project Value</b>	<b>Site Allowance (Per Hour)</b>
\$50 - \$100M	\$2.50
\$100M - \$200M	\$3.50
\$200M - \$300M	\$4.50
\$300M - \$400M	\$5.00
\$400M - \$500M	\$5.50
\$500M - \$600M	\$6.00
\$600M - \$700M	\$7.00
\$700M - \$800M	\$8.00
\$800M - \$900M	\$9.00
\$900M - \$1B	\$10.00
\$1B +	\$11.00

## Technology

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- 34.48 The Employer will provide all necessary electronic devices to complete any/all work functions deemed necessary by the employer. This is inclusive but not limited to devices that receive or send work related electronic or telephone communications, access sign in/sign out and work site safety apps.
- 34.49 No employee will be expected or required to use their own electronic or telephone device for the benefit of the employer.
- 34.50 This clause excludes the power tools listed in Appendix 5 of this Agreement which the employee will still be required to supply if required by the employer.

## Tools Allowance

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- 34.51 The hourly rates for tradespersons specified in Appendix 2 include allowances for the requirement of Employees to purchase and maintain tools in an efficient working order in accordance with the list provided in Appendix 5.

## Toxic Substances

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- 34.52 Employees using toxic substances, or materials of a like nature, will be paid an allowance per hour. Employees working in close proximity to Employees so engaged will be paid an additional amount per hour extra.

34.53 For the purpose of this allowance, toxic substances will include epoxy-based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst systems will be deemed to be materials of a like nature.

34.54 Where an Employee is using materials of the types mentioned in this allowance, and such work continues to their meal break, they will be entitled to take a washing time of 10 minutes immediately prior to their meal breaks. Where this work continues to the ceasing time of the day, or is finished at any time prior to the ceasing time of the day, Employees are entitled to take a washing time of 10 minutes.

34.55 Washing time break(s) will be counted as time worked.

#### Workshop Allowance

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34.56 Employees engaged in prefabrication work off site will be paid an allowance per hour for each hour worked.

### **35 PUBLIC AND PRODUCT LIABILITY INSURANCE**

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

### **36 TRAINING AND RELATED MATTERS**

36.1 This clause applies to training other than apprenticeship training or an equivalent contract for training.

36.2 All parties covered by this Agreement acknowledge the changing pace of technology in the industry and the need for the Employer and Employees to understand those changes and have the necessary skill requirements to keep the Employer at the forefront of the industry.

36.3 Where it is agreed by the Employer that additional training should be taken by an Employee, that training may be undertaken either on or off the job. Where courses are available during normal working hours, the Employee has first option of attending training at these times without loss of pay. If practicable, training will be provided on site to minimise down time and costs to the Employer.

36.4 Where the Employer requires the Employee to attend training and the training can only be provided out of hours, the Employee will be paid at ordinary rates for all time required to complete the training. The Employer must consider the Employee's individual circumstances before making training outside hours mandatory.

36.5 All reasonable cost associated with training, including meals, accommodation and course fees, will be paid by the Employer.

## **37 DISTANT WORK**

37.1 Distant work is work that is at such a distance from the Employee's usual place of residence that they are unable to reasonably travel to and from their residence each day. For the purpose of this clause, and before accepting distant work, the Employee shall declare their usual place of residence.

### **LIVING AWAY FROM HOME ALLOWANCE**

37.2 Employees engaged in distant work shall receive the fares and travel allowance

### **37.3 MEALS AND ACCOMMODATION**

37.4 The Employer shall provide the Employee with:

37.4.1 lodging in a well-kept establishment, in either a single room or a twin room if a single room is not available, with adequate furnishing with good bedding, good floor coverings, good lighting and heating, hot and cold running water; and

37.4.2 with breakfast, lunch, smoko and dinner provided.

37.5 Where the accommodation is in a construction camp or temporary accommodation and without mess facilities, a camping allowance as described in Appendix 3 shall be paid.

37.6 If the Employer is unable to provide the above, then the Employee will be paid a daily or weekly expense allowance in accordance with Appendix 3. The allowance in Appendix 3 will be increased if the Employee satisfies the Employer that the Employee reasonably incurred a greater outlay than that prescribed.

### **REST AND RECREATION BREAKS**

37.7 Where road travel time is over 6 hours from the Employee's place of residence:

37.7.1 The Employer and Employee will agree on a schedule of work which will include a return to the Employee's usual place of residence at least every 4 weeks. This agreement must be made as part of the Employer's initial offer of Distant Work to the Employee.

37.7.2 The Employer must arrange and pay for transporting the Employee by economy class air transport to and from the airport nearest to the Employee's usual place of residence.



- 37.7.3 The duration of the Employee's rest and recreation break will be negotiated between the Employer and the Employee as part of the Employer's initial offer of Distant Work to the Employee, or as varied by mutual agreement.
- 37.7.4 The final day of the work roster will be allocated as the Employee's travel day and the Employee will be paid for that day as if at work. The Employee will return to the Distant Work location in their own time to enable them to commence the first day of their roster at the normal start time.
- 37.8 Where road travel time less is than 6 hours from the Employee's place of residence, the Employee is entitled to payment of the weekend return home allowance as prescribed in Appendix 3 where the following conditions are met: the Employee –
- 37.8.1 works as required during the ordinary hours of work (or shift, where applicable) on the working day before and working day after a weekend; and
- 37.8.2 notifies the Employer, no later than the Tuesday prior to that weekend they intend to return home, of their intention to return home at the weekend; and
- 37.8.3 returns home for the weekend.
- 37.9 Employees are entitled to payment of the weekend return home allowance, as prescribed in Appendix 3, where the following conditions are met: the Employee –
- 37.9.1 completes the full shift of work on the Friday before the weekend return home;
- 37.9.2 commences the full shift of work on the Monday following the weekend return home;
- 37.9.3 advises the Employer of their intention to return home for the weekend at least the Tuesday prior to the weekend; and
- 37.9.4 returns to their usual place of residence on the weekend.
- 37.10 In respect of subclauses 37.7 and 37.8, the Employer is responsible for meeting all reasonable costs associated with return transport.

#### **TRAVEL ON COMMENCEMENT AND CESSATION**

- 37.11 Where road travel time is over 6 hours from the Employee's place of residence:
- 37.11.1 The Employer must transport Employees by economy air transport from the Employee's usual place of residence to the project at the commencement of employment and return at the conclusion of the project.

37.11.2 Employees will be paid up to 8 hours per day for each day of travel to commence or cease at the distant work location.

37.11.3 The Employer shall pay a meal allowance in accordance with Appendix 3 and pay any excess baggage costs incurred in transporting Employee tools.

37.11.4 Where an Employee has been terminated the notice period will extend to the end of the ordinary working day before transport is available.

37.12 Where road travel time is less than 6 hours from the Employee's place of residence:

37.12.1 Employees will be paid up to 6 hours per day for each day of travel to commence or cease at the distant work location.

37.12.2 The Employer shall pay a meal allowance in accordance with Appendix 3 and all reasonable costs associated with transport.

#### **RECOVERY OF FORWARD JOURNEY FARE**

37.13 Where the Employee terminates their employment within two weeks of commencing at the distant location for the purpose of taking up alternative employment in the same location, the Employer may deduct the cost of the forward journey fare from the Employee's final pay.

#### **RETURN JOURNEY COSTS UPON TERMINATION**

37.14 If the Employee is dismissed for misconduct or the Employee discontinues their employment within 2 months of commencing their job at the distant location for the purpose of taking up alternative employment in the same location, the Employer is not required to meet the return journey payments.

## **PART 5 HOURS OF WORK, OVERTIME, RDOS AND RELATED MATTERS**

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### **38 ORDINARY HOURS**

- 38.1 Except as provided elsewhere in this Agreement, where an Employee is working on a project the ordinary working hours will be 36 per week (7.2 hours per day) worked between 6:00 am and 6:00 pm Monday to Friday.
- 38.2 By agreement between the Employer and Employees, the working day may begin at 5:00 am and the working time will then run from the time so fixed, with a consequential adjustment to the meal break and ceasing time.
- 38.3 Any request by the Employer to change the start time to 5:00 am will not be unreasonably withheld by the Employees. Either the Employee or Employer may notify, where nominated by the Employee, their representative, of the change to the start of the workday.
- 38.4 Employees must be ready for work at starting time. Employees are required to be in movement towards the actual work area from the closest designated smoko facility at the start of working time.
- 38.5 Employees are entitled to take 5 minutes immediately before the work break and ceasing time to enable gear to be washed and put away and to wash their hands. This time will be counted as time worked.
- 38.6 The Employer will consult with the Employees about any proposed changes to the way in which ordinary hours are worked. Consultation will occur in accordance with clause 13. For the avoidance of doubt, as part of consultation the Employer will:
- 38.6.1 provide information to the Employees about the proposed change; and
  - 38.6.2 invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - 38.6.3 consider any views given by the Employees about the impact of the change.

### **39 MAXIMUM WEEKLY HOURS WORKED**

- 39.1 The maximum number of hours worked on site by any Employee will be not more than 54 hours per week, which shall be taken to mean no more than 10 hours per day Monday to Thursday, 8 hours on Friday and 6 hours on Saturday. In certain circumstances, hours may be extended to perform works which are critical to the ongoing productivity of other workers on the project or where a critical work task is delayed due to unforeseen circumstances.

39.2 Working more than 54 hours per week requires written approval of the Employee(s). Such agreement will not be unreasonably withheld. If work occurs on more than two occasions on any 28-day period without approval, then each Employee required to work more than 54 hours will be paid double time for each hour worked over 54 in that week.

## **40 ROSTERED DAYS OFF (RDO)**

40.1 Except as provided elsewhere in this Agreement, where an Employee is working on a project the average ordinary working hours will be 36 hours per week, worked as follows:

40.1.1 Ordinary working hours will be worked, Monday to Friday, 8 hours per day, between the hours of 6:00 am and 6:00 pm, with 0.8 of one hour each day worked accruing as an entitlement towards an RDO.

40.1.2 26 rostered days are to be taken off by an Employee for every 12 months of continuous service.

40.1.3 The RDO calendars at Appendix 4 will be observed.

40.1.4 The RDO calendars at Appendix 4 are in draft form only and may be subject to change as per clause 40.1.5.

40.1.5 While the schedule of RDOs prescribed will be observed, the Employer and Employee(s) may, to increase productivity and meet scheduled work arrangements, agree to vary the scheduled days mentioned in Appendix 4 to meet those requirements by an agreement between the Employer and 75% of affected Employees on the effected site.

40.1.6 If agreement, as prescribed in Clause 40.1.5 cannot be reached, Employees working on the RDO will be paid double-time and one-half (250%) for a minimum of 8 hours, To avoid any doubt, the Employees will be entitled to use those unused accrued RDO hours at a time agreed to between the Employer and Employee.

40.1.7 The RDO calendar for 2026 shall be provided by the Union to the Employer by 31 March 2025. For any subsequent years, the Union shall provide the RDO calendar to the Employer by 31 March of the preceding year.

40.1.8 Payment for RDOs includes an entitlement to the daily fares and travel allowance.

40.1.9 Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes. On such days, an Employee will be paid 7.2 hours per day and have their RDO balance increased by 0.8 hours.

40.1.10 Where an Employee has insufficient accruals for an RDO, the Employer may offset any deficiency from the Employee's annual leave entitlement.

Up to five (5) RDOs may be accrued under normal industry flexibilities, other than those nominated in the Easter period.

40.2 Accrued RDOs will be taken in the calendar year that they were due or be reconciled 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. Ordinary time rates of pay apply to accrued RDOs.

40.3 Any banked RDOs not taken before 30 December each year shall be converted to annual leave on this date and paid as such. Annual leave accrued in this way shall be treated no differently than annual leave accrued normally, including payment by the Employer of a 17.5% loading.

## **41 OVERTIME**

41.1 Where the requirements of a particular project dictate, a reasonable amount of overtime may be required to be worked. Each Employee's ability and desire to work overtime shall be considered when overtime is required to ensure equitable distribution of overtime. The parties to this Agreement agree that working excessive overtime is detrimental to a worker's quality of life and work performance and therefore will seek to prevent the working of excessive overtime.

41.2 No apprentice under the age of 18 years will be required to work overtime unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime at times which would prevent their attendance at technical school, as required by any statute, agreement or regulation applicable to them.

41.3 Overtime includes all time worked beyond the ordinary hours of work as prescribed in clause 39 – Ordinary Hours, inclusive of time worked for accrual purposes as prescribed.

41.4 All overtime will be paid for at: double time except where the work is performed on a public holiday. In this case the payment will be at public holiday overtime rates.

41.5 Employees will be paid a minimum of 3 hours work on a Saturday and 4 hours work on a Sunday.

41.6 On Saturdays and Sundays Employees are entitled to one 30-minute paid break in lieu of all other rest breaks and meal breaks.

- 41.7 When an Employee, after having worked overtime for which the Employee has not been regularly rostered or on a prescribed holiday, finishes work at a time when reasonable means of transport are not available, the Employer will pay the cost of or provide the Employee with conveyance to their home or to the nearest public transport.

#### **BREAKS BETWEEN WORKING DAYS**

- 41.8 An Employee is entitled to a break of least 10 consecutive hours off duty between completion of overtime, weekend work or work on public holidays, and recommencement of their next ordinary working day. For example, an Employee who finishes overtime at midnight will not be required to recommence work until 10:00 am the following day but shall be paid from their normal start time as if they were at work.
- 41.9 Where the Employer requires the Employee to recommence work before they have had 10 consecutive hours off duty, the Employee will be paid at double time rates until they cease work. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 41.10 The parties agree the 10hour break is important for the purposes of fatigue management. Accordingly, for the purposes of calculating when the 10 hour commences the “completion of overtime” referred to in clause 41.8 shall include the travel time the Employee takes to return directly to their normal place of residence or accommodation.

#### **CALL-BACK**

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

#### **42 SHIFT WORK**

- 42.1 Where agreed between Employer and Employee, shift work may be worked to meet exceptional circumstances, such as where general site conditions prohibit the performance of the work during ordinary hours.
- 42.2 Nothing in this clause shall be taken to limit the Employer's ability to work as required utilising overtime provisions to perform the work in question outside ordinary hours.
- 42.3 Shift work must be for no less than 1 week at a time and always for a full week.

- 42.4 No shift work will be undertaken during the ordinary hours of work, being 6:00 am to 6:00 pm, or between noon Saturday and 6:00 am Monday.
- 42.5 No shift shall be for more than 8 continuous hours, excluding meal breaks.
- 42.6 Shift workers shall be paid 187.5% of the respective wage for ordinary hours of work.
- 42.7 The unpaid crib break of shift workers shall be 45 minutes or, where the Employer and Employees agree, 30 minutes to suit particular circumstances.
- 42.8 Employees performing shift work will receive normal daily fares and travel.

### **43 MEAL BREAKS**

- 43.1 There will be one 30-minute paid break in lieu of all other rest and meal breaks. Alternatively, the Employer and Employee may agree to have two paid rest breaks of 10 minutes each per day, one in the first half of the day and one in the second half of the day , as well as an unpaid meal break of not less than 30 minutes, to be taken between noon and 1:00 pm.
- 43.2 No Employee will work more than 4 hours without a break.

### **OVERTIME MEAL ALLOWANCES/ BREAKS**

- 43.3 An Employee required to work overtime for at least 1.5 hours after working ordinary hours will be paid a meal allowance in accordance with Appendix 3 plus an additional meal allowance for each subsequent 4 hours worked. The Employer may provide a meal(s) instead of paying an allowance.
- 43.4 When an Employee is rostered to work 3 or more hours overtime the Employee is entitled to a paid rest break of 20 minutes immediately after ordinary hours ceasing time. Where this break is not taken, the 20 minutes will be added to the total overtime worked and paid accordingly.
- 43.5 In addition, the Employee is entitled to paid rest break of 30 minutes after each 4-hour block of continuous overtime.

### **WORKING DURING MEAL BREAK**

- 43.6 If the Employer requires an Employee to work through their normal meal break, the Employee will be paid at the rate of double-time until they are allowed to take that break. Where the meal break is shortened by agreement, the Employer will pay for the period by which the meal break is shortened, which will then form part of ordinary time hours. This provision will not apply where the Employees and Employer have agreed to one 30-minute paid break in lieu of all other rest and meal breaks.

## **PART 6 LEAVE ENTITLEMENTS**

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### **44 PUBLIC HOLIDAYS**

- 44.1 Employees are entitled to public holidays in accordance with the Act and the NES.
- 44.2 Where the Employer and a majority of Employees agree, another day may be taken in lieu of a public holiday.
- 44.3 No Employee will be entitled to receive payment from more than one employer in respect of the same public holiday or group of holidays.
- 44.4 An Employee who works on any of the public holidays or substitute days prescribed in this clause will be paid at the rate of double time and a half for all time worked. An Employee required to perform any work on a public holiday will be afforded at least four hours work or paid for four hours at the appropriate rate.
- 44.5 Notwithstanding subclause 44.4, Employees will be entitled to payment for public holidays in accordance with the NES.

### **45 ANNUAL LEAVE**

- 45.1 For each year of service, an Employee is entitled to 4 weeks of paid annual leave in accordance with the NES.
- 45.2 Annual leave continues to accrue when an Employee is on any paid absence including WorkCover, CIPQ and QLeave.

#### **ANNUAL CLOSE DOWN AND CHRISTMAS BREAKS**

- 45.3 The Employer may direct a compulsory Christmas/ New Year close-down. In such circumstances, Employees will use their accrued annual leave or take annual leave in advance in accordance with clause 45.4.

#### **ANNUAL LEAVE IN ADVANCE**

- 45.4 The Employer may allow an Employee to take any amount of annual leave before it becomes due. In such circumstances, an Employee cannot take further leave in advance of their accrued balance until after the date the Employee becomes entitled to the leave that was taken in advance.

#### **PAYMENT FOR ANNUAL LEAVE**

- 45.5 An Employee, before going on annual leave, will be paid in advance their current weekly wage at the rate of 36 hours for the period of annual leave plus a loading of 17.5%.



## **PAYOUT OF ANNUAL LEAVE**

- 45.6 Annual leave maybe paid out at the request of the Employee only. Only leave accrued in excess of 6 weeks may be paid out. In accordance with section 93 of the Act, for annual leave to be paid out each instance will require a separate agreement in writing between the Employer and Employee. The Employee will be paid at least the full amount that would have been payable to them had they taken the leave. Any leave paid out will also be paid out in accordance with subclause 45.7.
- 45.7 Employees shall be paid an amount equal to the weekly payment to BUSS(Q)/ other superannuation fund, BERT, BEWT and CIPQ for each week of annual leave paid out.

## **TAKING OF ANNUAL LEAVE**

- 45.8 The Employer and the Employee will seek to reach agreement on the taking of annual leave at a mutually convenient time. If not taken within 12 months of the day accrued, either the Employer or Employee may give at least 4 weeks' notice of the dates when all, or part of, the accrued leave will be taken. A request to take paid annual leave must not be unreasonably refused by the Employer or Employee.
- 45.9 Where an RDO falls during the period of annual leave taken, that day will be deducted from accrued RDO entitlements rather than from annual leave entitlements. All other entitlements which would be payable for an RDO are payable in these circumstances.
- 45.10 For each day taken of annual leave, 0.8 of an hour will be added to the Employee's RDO balance. For example, if an Employee is to take 1 week (5 days) of annual leave they will be paid in accordance with the above and their RDO balance will be increased by 4 hours.
- 45.11 Where a public holiday falls during the period of annual leave taken, that day will not be deducted from annual leave entitlements.

## **46 PERSONAL LEAVE/ CARER'S LEAVE**

- 46.1 Permanent Employees are entitled to personal/ career's leave in accordance with the NES when they are absent from work:
- 46.1.1 due to personal illness or injury (sick leave); or
  - 46.1.2 for the purposes of caring for partners, children and/ or other household or family members who are sick or in a personal emergency and require the Employee's care and support (carer's leave).
- 46.2 Personal leave shall accrue as follows:

- 46.2.1 3 days in the first month and then 1 additional day at the beginning of each of the next 9 calendar months will be available in the first year of employment; and
- 46.2.2 10 days at the beginning of the Employee's second and each subsequent year will commence on the anniversary of engagement.
- 46.3 An Employee will not be required to produce a medical certificate or other evidence in order to be paid for any single day or two consecutive day leave absences.
- 46.4 Where the Employee is absent for more than two consecutive days, they will be required to produce a medical certificate or other evidence that would satisfy a reasonable person in order to be paid for the absence.
- 46.5 An Employee who is re-engaged by the Employer within a period of 6 months will have their unclaimed personal leave balance reinstated from the day of re-engagement. If the unused sick leave was notified to CIPQ and added to the Employee's sick leave bank, it shall be removed once it has been re-credited to the Employee.
- 46.6 For each day taken of personal leave the Employee will be paid 7.2 hours and 0.8 of an hour will be added to the Employee's RDO balance.

## **47 COMPASSIONATE LEAVE**

- 47.1 Employees are entitled to compassionate leave in accordance with the NES.

## **48 PARENTAL LEAVE**

- 48.1 Employees are entitled to parental leave in accordance with the NES.

## **49 LONG SERVICE LEAVE**

- 49.1 Employees are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, Division 9 of the *Industrial Relations Act 2016* (Qld) as amended from time to time, and the provisions of the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld), as applicable.
- 49.2 Section 95(4) of the *Industrial Relations Act 2016* (Qld) does not apply to Employees covered by this Agreement.

## **50 UNPAID LEAVE**

- 50.1 Employees may request unpaid leave. Such leave will be subject to prior approval by the Employer.

## **51 JURY SERVICE LEAVE**

51.1 An Employee required to attend for jury service will be entitled to have their pay made up by the Employer to equal the Employee's ordinary pay as for 8 hours (in accordance clause 40 – Rostered Days Off) per day plus fares whilst meeting this requirement. The Employee will give the Employer proof of such attendance and the amount received in respect of such jury service.

## **52 COMMUNITY SERVICE LEAVE**

52.1 Employees are entitled to Community Service Leave in accordance with the NES.

## **53 DOMESTIC & FAMILY VIOLENCE LEAVE**

53.1 Employees are entitled to Family and Domestic Violence Leave in accordance with the NES.

## PART 7 OCCUPATIONAL HEALTH AND SAFETY MATTERS

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### 54 PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

54.1 The Employer will, in addition to ensuring compliance with legislative requirements, implement the best achievable level of health and safety. Emphasis will be placed on establishing consultative mechanisms which will include:

54.1.1 the election of HSRs; and/ or

54.1.2 an occupational health and safety committee.

54.2 The Employer, Employees, Employee HSRs and the Union agree that, for the purposes of section 81 of the *Work Health and Safety Act 2011* (Qld) (**WHS Act**), matters about work health and safety arising at the workplace will be resolved in accordance with this procedure.

54.3 The parties agree that for the purposes of this procedure and section 81(3) of the WHS Act, the following persons will be the representatives of the following parties (collectively referred to as the “**Nominated Parties**”):

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

54.3.2 the Employer – the Site Manager or any other person nominated by the Employer;  
and

54.3.3 the Employees – person(s) nominated by the Employee(s) (e.g. Union or other representative, such as Employee HSRs).

54.4 The Nominated Parties agree that the representatives will be entitled to enter the workplace for the purposes of:

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

54.4.2 consulting with relevant Employees in relation to resolving the issue;

54.4.3 consulting with the relevant PCBU (as defined by the WHS Act) about resolving the issue;

54.4.4 attending and participating in discussions with any of the parties about resolving the issue;

- 54.4.5 inspecting and taking copies of any document that is directly relevant to resolving the issue; and
  - 54.4.6 advising any person whom the representative reasonably believes to be exposed to a serious risk to their health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.
- 54.5 Any inspection will be conducted by all Nominated Parties.
- 54.6 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:
- 54.6.1 that there is an issue to be resolved; and
  - 54.6.2 of the nature and scope of the issue.
- 54.7 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.
- 54.8 The Nominated Parties, and/ or their representatives, must have regard to all relevant matters including:
- 54.8.1 the degree and imminent risk to the Employees or other parties affected by the issue;
  - 54.8.2 the number and location of Employees and other persons affected by the issue;
  - 54.8.3 the measures, both temporary and permanent, that must be implemented to resolve the issue;
  - 54.8.4 who will be responsible for implementing the resolution measures;
  - 54.8.5 whether the hazard or risk can be isolated; and
  - 54.8.6 the time that may elapse before the hazard or risk is permanently corrected.
- 54.9 Once the issue is resolved, details of the issue and its resolution must be set out in writing with all Parties, and/ or their representatives, to be satisfied that the agreement reflects the resolution of the issue with a copy given to all Nominated Parties, and/ or their representatives, to the issue. Once resolved, the issue shall be recorded in the next health and safety committee meeting minutes with the agreed resolution.
- 54.10 As soon possible after the resolution of an issue, details of the agreement must be brought to the attention of affected Employees in an appropriate manner.

- 54.11 Parties to the Agreement 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 Parties attempting to resolve the issue may then ask Workplace Health and Safety Queensland to arrange for an inspector to attend the workplace to assist in resolving the issue.
- 54.12 Employees are not required to work in circumstances where the Employee, HSR or WHS Permit Holder reasonably believes a safety law is being, or will be, contravened. If necessary, the Employee(s) will be relocated from the unsafe area to a safe area immediately.
- 54.13 The purpose of these procedures is to inform Parties to an issue of their duties in resolving issues relating to health and safety matters. This procedure will form part of the Safety Management Plan.
- 54.14 At all times, the elected Employee OHS Representative/ Employee HSR may seek the assistance of a representative of the Union or a person who is suitably qualified in OHS, and the supervisor may also seek advice or assistance.
- 54.15 For the avoidance of doubt, this clause must be complied with in all circumstances concerning workplace health and safety (including, for example, circumstances in which clause 2 is, or may be, relevant).

## **55 PROTECTIVE CLOTHING, FOOTWEAR AND EYE WEAR**

- 55.1 The following will be supplied to all Employees every 12 months or upon a wear and tear basis as agreed by the Employer:
- 55.1.1 1 pair of safety boots (if the Employee buys such boots, the Employer will reimburse the Employee up to \$225 upon production of a purchase receipt);
  - 55.1.2 6 sets of shirts and shorts/ trousers; and
  - 55.1.3 1 High visibility winter jacket/ jumper.
- 55.2 The clothing described in subclause 55.1 will be provided within 1 month after commencement of employment. Employees when working on site are required to wear all footwear and clothing supplied. All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, light weight, and UV stable, as well as have a high visibility quality and the maximum UPF rating. No agreement to pay cash in lieu of supply of clothing/ footwear is permitted.
- 55.3 Each Employee shall be entitled to a jacket, per subclause 55.1.3, within 4 weeks of employment where such 4 weeks is completed in the period between 1 April and 1 September, or, if the qualifying period ends outside this period on 1 April, the following year. The jacket shall

be made of a safe material, with an industrial strength zip, long sleeves, lining, inside and outside pockets and a collar suitable for the type of work being performed. Jacket reissue will occur no later than 24 months after the original issue.

- 55.4 When the Employee is required to wear prescriptive safety glasses, upon producing the receipt the Employer will reimburse the Employee 50% of the total cost of the Employee obtaining compliant safety glasses. Such reimbursement will occur once every 12 months or on a wear and tear basis as agreed by the Employer

## **56 INCLEMENT WEATHER**

- 56.1 “**Inclement weather**” means the existence of abnormal climatic conditions such as rain, hail, snow, cold, high wind, severe dust storm, extreme or high temperature or the like (or any combination of these) during which it is either not reasonable or not safe for Employees exposed thereto to continue working.

- 56.2 Process to be followed:

56.2.1 Employees and their representative(s) (if any), may request to meet with the Employer for the purposes of determining whether or not conditions are inclement. Such meeting shall occur within 30 minutes of the scheduled starting time or the weather becoming inclement;

56.2.2 Employees are required to remain on the site until this meeting has occurred and a decision has been made; and

56.2.3 If the Employer refuses to meet within this time, Employees will be entitled to cease work for the rest of the day and be paid in accordance with this clause.

- 56.3 Once the meeting has occurred, the following shall apply:

### **TRANSFERS**

- 56.4 Employees may be transferred to an area or site not affected by inclement weather if useful work is available at that site that is within the scope of the Employee’s skill, competence and training consistent with the classification structure of this Agreement, provided:

56.4.1 a covered walkway for the Employee and their tools has been provided to access the new site or to access vehicles to transport the Employees to the new site;

56.4.2 the new site is under cover and the Employees can get to the dry area without going through the rain;

56.4.3 adequate protection for the Employees’ tools is provided; and

56.4.4 Employees have access to all amenities without having to walk through the rain.

56.5 Where an Employee is required to transfer from one site to another, they will be reimbursed the cost of transport in accordance with the fares and travel allowance.

#### **REMAINING ON SITE**

56.6 Employees are entitled to cease work and leave the site for the day, and shall be paid in accordance with this clause, where, because of inclement weather, the Employees are prevented from working and have been sitting in the sheds for:

56.6.1 more than an accumulated total of 4 hours of ordinary time in any 1 day; or

56.6.2 more than 50% of the normal afternoon work time after the meal break; or

56.6.3 more than an accumulated total of one hour during the final 2 hours of the normal workday; or

56.6.4 the reason that they are unable to access the amenities.

#### **RAIN AT STARTING TIME OR DURING BREAKS**

56.7 When the Employees are in the sheds, be it at starting time, break time or lunch time, and it is raining, they are to remain in the sheds.

56.8 Employees may be required to go to work in a dry area or be transferred to another site that is not affected by the inclement weather, provided:

56.8.1 a covered walkway and/ or adequate protection for the Employee and their tools has been provided;

56.8.2 the sheds are under cover and the Employees can get to the dry area without going through the rain; and

56.8.3 Employees have access to all amenities.

#### **EMPLOYEES REQUIRED TO WORK IN INCLEMENT WEATHER**

56.9 The Employer may only request that an Employee work in inclement weather in the event of an emergency or issue affecting health and safety on site. Employees are only obliged to perform such work as is essential to overcome the emergency and to restore an acceptable service and/ or to secure or make safe as circumstances require. Employees engaged on such work will be paid at the rate of double time.



56.10 Where the Employer requires an Employee to work in inclement weather, the Employee will be reimbursed in full the cost of appropriate protective clothing, except where the Employer provides such protective clothing.

56.11 If the Employee's clothing becomes wet as a result of working in wet weather and they do not have a change of dry work clothes, they will be entitled, at the completion of the work, to cease work for the day without loss of pay.

## **ENTITLEMENT TO PAYMENTS**

56.12 Should Employees be sent home or not required to attend work due to inclement weather, they shall be entitled to payment by their Employer for ordinary time lost for up to, but not more than, 32 hours in every period of 4 weeks.

56.13 The following conditions apply:

56.13.1 The first period will commence on the first Monday on or after the 1 January each year, and subsequent periods will commence at four-weekly periods thereafter;

56.13.2 The Employee will be credited with 32 hours at the commencement of each four-weekly period. Hours will not accumulate or be carried over;

56.13.3 When an Employee commences employment during a four weekly-period, they will be credited eight hours for each week, or part of a week, that they are employed during the four-weekly period; and

56.13.4 The number of hours credited to an Employee will be reduced by the number of hours for which payment is made.

56.14 Payment under this clause will be weekly.

## **DECLARED NATURAL DISASTERS**

56.15 Employees can utilise their inclement weather hours where they are reasonably prevented from attending work as resolved by the Employer due to a government declared natural disaster zone. In considering the Employee's entitlement to payment, the Employer will give reasonable consideration to the capacity of the Employee to notify the Employer of their situation.

56.16 Where no inclement weather hours are available, the Employee may access their entitlements under the Act.

## **57 EXPECTED NATURAL EVENT PROVISIONS**

57.1 If an event, such as flooding, bush fires and/ or severe hail and wind, is expected to cause damage to an Employee's residence or prevent them from reaching their residence at the end

of their ordinary hours, the Employee, at the discretion of the Employer and in consultation with the Employee(s) and their representative(s), if any, will be entitled to leave work without suffering any loss in pay.

- 57.2 The purpose of the Employee leaving work prior to the completion of their ordinary hours due to an expected event is to secure their property in order to minimise damage, ensure they arrive home safely and/ or pick up their children.
- 57.3 Leave will not be unreasonably refused.
- 57.4 If the Employer deems that inappropriate use of natural disaster leave has occurred, the Employee may be called upon to give proof of the reasons why they sought such leave.
- 57.5 Any Employee who leaves site prior to the completion of their ordinary hour shift in accordance with this clause will have the remaining hours of their shift deducted from their inclement weather hours.

## **58 HSR TRAINING**

- 58.1 HSRs are entitled to attend 2 days refresher training per annum within normal work time. The training will be provided through STQ and the Employer may seek reimbursement of wages excluding site based allowances from STQ.

## **59 HOT WEATHER GUIDELINES**

- 59.1 The Employer will comply with all on-site workplace health and safety requirements, directions, guidelines and instructions (which may, for example, involve hot weather guidelines), including those set by the Employer, the Principal Contractor, the PCBU ('Person Conducting a Business or Undertaking'), and any other party in control of the site.

# APPENDIX 1 CLASSIFICATIONS

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## KEY CONCEPTS AND TERMS

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“**Fields of work**” means a defined group of related skills and work functions exhibiting common features and aimed at providing more efficient and productive work organisation, as well as more satisfying and well-paid jobs. In respect of this Agreement, the fields of work are sanitary plumbing/ water supply/ drainage, gasfitting, roofing and cladding, mechanical services (including air conditioning) and irrigation.

A stream shall be taken to include any work that is complementary, ancillary or enabling in its nature relative to the trade activity.

The principal purpose of fields of work are to facilitate the development of training modules.

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

“**Fabrication**” includes:

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

“**Licensed Drainer**” means a person:

- (a) licensed as a drainer by the appropriate State Authority; or
- (b) holding a certificate covering draining work which is recognised under the provisions of the Australian and New Zealand Reciprocity Association Agreement who within three months applies for and receives registration from the appropriate State Authority.

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

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

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

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

Nothing contained in this Appendix prevents a party from submitting a dispute about the status of an Employee for determination under this Agreement's dispute settlement procedure.

**“Plumbing”** means plumbing, gas fitting, roof plumbing, lead burning, ship plumbing, heating, air-conditioning, ventilation plumbing, irrigation installation, pipe-fitting, or domestic engineering work, whether prefabricated or not, whether engaged on-site or in construction work or not, or any work in, or in connection with:

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

**“Registered Plumber and/ or Gasfitter”** means a person who:

- (a) is a plumber holding registration in accordance with the appropriate State Authority; or
- (b) holds a certificate recognised under the provisions of the Australian and New Zealand Reciprocity Association Agreement who within three months applies for and receives registration with the appropriate State Authority.

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

**“Services stream (Plumbing and Mechanical Services)”** means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this Agreement.

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

**“Streams”** (alternatively, **“Skill streams”**) means a broad grouping of skills that relate to a particular phase or aspect of production. A stream may be comprised of several fields of work.

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

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

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

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

## ENGAGEMENT AND CLASSIFICATION

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Upon engagement, the Employer will instruct each Employee that they have been employed in the Services Stream (Plumbing and Mechanical Services) and the classification level they are employed at in accordance with the below.

Employees shall be paid the rates of pay in Appendix 2 – Rates of Pay in accordance with the level to which they are classified.

The amounts in this Agreement reflect the current differential in rates between all classifications (including plumber and gasfitter and licensed drainer) in this Agreement, and the carpenter classification in the *National Building and Construction Industry Agreement 2000*. The parties have agreed that the differential between a licensed plumber or a mechanical services Employee engaged in pipe work shall be 6.2% in favour of a plumber over a carpenter, although this relativity is discounted by 1% to 5.2% by the introduction of a Services Trades Industry Levy pursuant to this Agreement. This Agreement will maintain this differential by providing for an annual increase to wages. Notwithstanding this clause, the rates of pay contained within this Agreement will apply for the life of this Agreement.

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

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

- (b) whether the Employee is or is likely to utilise 50% or more of the competencies mentioned above during their employment with the Employer over a reasonable period;
- (c) whether the Employee possess the skills required for the Employee's base level of pay; and
- (d) the experience and/ or qualifications of the Employee in relevant indicative tasks nominated in the classification definitions contained in this Appendix.

If a dispute arises as to the proper classification of a position or job to be filled by an Employee, the matter will be determined in accordance with the Agreements Grievance and Dispute Resolution Procedure, provided that the parties may seek to have the process informed and assisted by persons with technical/ educational expertise, and any other persons the parties believe would assist in resolving the dispute.

## CLASSIFICATION STRUCTURE

Classification	Relativity to Tradesperson (%)
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (new entrant) (under the age of 21) *	55
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) (new entrant) (over the age of 21)	75
Plumbing and Mechanical Services Worker Level 3	100
Plumbing and Mechanical Services Tradesperson Level 1	100
Plumbing and Mechanical Services Tradesperson Level 2	105
Plumbing and Mechanical Tradesperson - Special Class Level 1	110
Plumbing and Mechanical Services Tradesperson - Special Class Level 2	115
Advanced Plumbing and Mechanical Services Tradesperson Level 1	120
Advanced Plumbing and Mechanical Services Tradesperson Level 2	125

\*After 12 months as a Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (new entrant) (under the age of 21), Employees who have not been offered an apprenticeship will be reclassified to Plumbing and Mechanical Services Worker Level 1(b).

## CLASSIFICATION DEFINITIONS

### **Plumbing Mechanical Services Worker Level 3 (100%)**

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

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

Employees at this level perform work to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- exercises good interpersonal communication skills;
- exercises discretion within their level of training;
- understands and applies quality control techniques;
- performs work under general supervision either individually or in a team environment;
- has knowledge of the four streams within the building and construction industry and how they inter-relate;
- works in a safe manner;
- having been given adequate written or verbal instruction, is able to control their own schedule of work and meet objectives with general supervision;
- is capable of detailed measuring techniques;
- interacts with and assists Employees of other companies on site or at the workplace; and
- anticipates and plans for constant changes to the work environment.

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

- operating a laser when carrying out levelling;
- reading and interpreting plans and specifications;
- operating machinery and equipment;
- assisting with informal on-the-job guidance to other Employees to a limited degree; and
- performing work for which a Drainers license is required.

### **Plumbing Mechanical Services Tradesperson 1 (100%)**

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

Indicative tasks which an Employee at this level may perform include:

- exercises good interpersonal and communication skills;
- reads, interprets and applies information from plans;
- understands and applies quality control techniques;
- exercises discretion within the scope of this grade;
- performs work under general supervision either individually or in a team environment;
- is able to perform tasks safely and be able to identify hazards within their sphere of work;
- assists with informal on-the-job guidance to a limited degree;

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

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

- engaged on tasks purely of an unskilled nature;
- a Licensed Drainer;
- a Licensed Plumber;
- a Licensed Gasfitter;
- a Mechanical Plumber performing any Mechanical Services pipe-work; or
- holding a trade certificate level 3 in a trade within the national plumbing training packages.

### **Plumbing and Mechanical Services Tradesperson Level 2 (105%)**

A Plumbing and Mechanical Services Tradesperson Level 2 is either a:

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

A Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond a Plumbing and Mechanical Services tradesperson Level 1 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- exercises the skills attained through completion of the training prescribed for this classification;
- works under general supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides trade guidance and assistance as part of a work team;
- exercises discretion within the scope of this grade;



- has knowledge of occupational, health and safety requirements subject to the level of their training; and
- reads, interprets and applies information from plans.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable them to perform the particular task: exercises skills involved in fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

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

Where an Employee possesses less than half of the skills identified above, the Employer may require that Employee to undertake gap training until the Employee is competent within the field of work.

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

A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 is a Plumbing and Mechanical Services Tradesperson Level 2 who : has been assessed as a competent plumber within the relevant field of work and has successfully completed three appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 2; or the equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson Level 2 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- exercises the skills attained through completion of the training prescribed for this classification;
- understands and implements quality control techniques;
- provides trade guidance and assistance as part of a team;
- exercises discretion within the scope of this grade;
- works under limited supervision, either individually or in a team environment; and
- reads, interprets and applies information from plans.

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

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

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

A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 who has successfully completed : three appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- exercises the skills attained through completion of the training prescribed for this classification;
- provides trade guidance and assistance as part of a work team;
- understands and implements quality control techniques;
- works either independently within the skill level of the Employee, or in a team environment with limited supervision; and
- reads, interprets and applies information from plans.

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

- exercises high precision trade skills using various materials and/ or specialised techniques; and
- exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary,

waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

### **Advanced Plumbing and Mechanical Services Tradesperson Level 1 (120%)**

An Advanced Plumbing and Mechanical Services Tradesperson Level 1 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 who has who successfully completed: 1.5 appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 2; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Plumbing and Mechanical Services Tradesperson Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- exercises the skills attained through completion of the training prescribed for this classification;
- exercises discretion within their level of training;
- is able to provide trade guidance and assistance as part of a work team;
- understands and implements quality control techniques;
- works either independently within the skill level of the Employee, or in a team environment with limited supervision; and
- reads, interprets and applies information from plans;

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

- exercises high precision trade skills using various materials and/ or specialised techniques;
- possesses effective written and verbal skills in order to provide concise reporting and communication; and
- exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

### **Advanced Plumbing Mechanical Services Tradesperson Level 2 (125%)**

An Advanced Plumbing and Mechanical Services Tradesperson Level 2 is an Advanced Plumbing and Mechanical Services Tradesperson Level 1 who has successfully completed: 1.5 appropriate modules in addition to the training requirements of an Advanced Plumbing and Mechanical Services

Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond an Advanced Plumbing and Mechanical Services Tradesperson Level 1 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- undertakes quality control and work organisation at a level higher than for an Advanced Plumbing and Mechanical Service Tradesperson Level 1;
- provides trade guidance and assistance as part of a work team;
- assists in the provision of training to employees in conjunction with supervisors/ trainers;
- performs maintenance planning and predictive maintenance work within their field of work;
- prepares reports of a technical nature on specific tasks or assignments as directed; and
- exercises broad discretion within the scope of this level.

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

- use information from plans to identify, diagnose and solve problems related to work in a specific field;
- be able to identify any deviations from plans and sketches;
- schedule and plan work for a team and provide brief reports on the progress and quality of the work;
- exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or consumer piping systems; and
- exercises diagnostic skills in respect of various systems in plumbing and mechanical services.

## SUPERVISION DEFINITIONS

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### GENERAL SUPERVISION

Working under **general supervision** means a person who:

- receives general instructions, usually covering only the broader technical aspects of the work; and
- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- has their assignments reviewed on completion; and

- although competent and well experienced, there may be occasions on which the person will receive more detailed instructions.

### LIMITED SUPERVISION

Working under **limited supervision** means a person who:

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

### EMPLOYEES EMPLOYED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

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Employees employed prior to the commencement of this Agreement in one of the below classifications may remain employed in accordance with the classification structure below for the life of the Agreement. No new Employees employed after the commencement of this Agreement will be employed at any of the below classifications.

Classification	Relativity to Tradesperson (%)
Plumbing and Mechanical Services Worker Level 2(a) (new entrant) (upon commencement in the industry)	85
Plumbing and Mechanical Services Worker Level 2(b) (after 3 months in the industry or, for those transitioning from level 1, after 3 months at level 2(a))	88
Plumbing and Mechanical Services Worker Level 2(c) (after 12 months in the industry or, for those transitioning from level 1, after 12 months at level 2(b))	90
Plumbing and Mechanical Services Worker Level 2(d) (upon fulfilling the substantive requirements below)	92.4

#### **Plumbing and Mechanical Services Worker Level 2(d) (92.4%)**

A Plumbing and Mechanical Services Worker Level 2(d) is an Employee who has fulfilled the substantive requirements of a Plumbing and Mechanical Services Worker Level 2(d) as detailed below.

An Employee at this level will have: successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 1 consisting of 16 appropriate modules of structured training agreed to between the parties to this Agreement; or obtained equivalent skills gained through work experience subject to competency testing to the prescribed standard covering the same content as the above modules of training.

An Employee at this level performs work above and beyond the skills of an Employee at Plumbing and Mechanical Services Worker Level 2(c) and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- assists in the co-ordination of work in a team environment or works individually under general supervision;
- is responsible for ensuring the quality of their own work;
- exercises discretion within their level of skill and training;
- has an understanding of the construction processes within the services stream;
- assists in the provision of on-the-job training to a limited degree;
- works from instructions and procedures;
- implements basic fault-finding and problem-solving skills within the Employee's sphere of work;
- measures accurately for their area of operation;
- works in a safe manner;
- interacts harmoniously with Employees of other companies on site or at the workplace; and
- adapts to a changing work environment.

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

- erect and dismantle scaffolding;
- assist with rigging;
- undertake basic oxy cutting;
- execute shoring/ trenching;
- undertake site drainage and de-watering;
- assisting one or more tradespersons;
- safely handle waste; and
- use tools, plant and equipment requiring the exercise of skill and knowledge beyond that of an Employee at Plumbing and Mechanical Services Worker Level 1(c).

## APPENDIX 2 RATES OF PAY

Date From	Relativity (%)	31/10/2022	31/10/2023	31/10/2024	31/10/2025	30/10/2026
Percentage Increase (%)				5%	5%	5.0%
Plumbing and Mechanical Services Sheet Metal Worker Level	55%	\$28.75	\$30.45	\$31.97	\$33.57	\$35.25
Plumbing and Mechanical Services Sheet Metal Worker Level	75%	\$39.21	\$41.54	\$43.61	\$45.80	\$48.09
Plumbing and Mechanical Services Worker Level 2	100%	\$52.28	\$55.38	\$58.15	\$61.05	\$64.11
Plumbing and Mechanical Services Tradesperson Level 1	100%	\$52.28	\$55.38	\$58.15	\$61.05	\$64.11
Plumbing and Mechanical Services Tradesperson Level 2	105%	\$55.00	\$58.20	\$61.11	\$64.17	\$67.38
Plumbing and Mechanical Services – Special Class Level 1	110%	\$57.50	\$60.90	\$63.95	\$67.14	\$70.50
Plumbing and Mechanical Services – Special Class Level 2	115%	\$60.11	\$63.64	\$66.82	\$70.16	\$73.67
Advanced Plumbing and Mechanical Services Tradesperson	120%	\$62.73	\$66.43	\$69.76	\$73.24	\$76.91
Advanced Plumbing and Mechanical Services Tradesperson	125%	\$65.35	\$69.17	\$72.63	\$76.26	\$80.08
<b>Apprentices</b>						
1st Year	N/A	\$16.50	\$17.82	\$18.71	\$19.64	\$20.63
2nd Year	N/A	\$22.70	\$23.84	\$25.03	\$26.28	\$27.59
3rd Year	N/A	\$30.96	\$32.51	\$34.13	\$35.84	\$37.63
4th Year	N/A	\$37.14	\$39.00	\$40.95	\$42.99	\$45.14
<b>Transitional Arrangements</b>						
Plumbing and Mechanical Services Worker Level 2(a)	85%	\$44.43	\$47.06	\$49.41	\$51.88	\$54.48
Plumbing and Mechanical Services Worker Level 2(b)	88%	\$46.00	\$48.73	\$51.17	\$53.73	\$56.41
Plumbing and Mechanical Services Worker Level 2(c)	90%	\$47.05	\$49.84	\$52.34	\$54.95	\$57.70
Plumbing and Mechanical Services Worker Level 2(d)	92%	\$48.08	\$51.16	\$53.71	\$56.40	\$59.22

## APPENDIX 3 ALLOWANCES

ALLOWANCE	AMOUNT	FREQUENCY
Acid Plants and Chemical Works	\$3.06	Per hour
Asbestos Materials	\$1.05	Per hour
Camping Allowance (Weekly)	\$244.06	Per week
Camping Allowance (Daily)	\$34.98	Per day
Compensation for Tools and Clothing	\$2,500	Max per instance
Confined Space	\$1.06	Per hour
Employee Accepting Responsibility to Statutory Authorities	\$49.08	Per week
Employee Acting on Welding Certificate	\$0.79	Per hour
Fares and Travel (Own Transport During Work Hours)	\$1.19	Per km
Fares and Travel (Own Transport Beyond Radius)	\$0.63	Per km
First Aid	\$3.59	Per day
Fumes	\$0.89	Per hour
Health and Safety Representative (HSR)	\$15.11	Per day
Hospitals	\$0.58	Per day
Insulation	\$1.05	Per hour
Living Away from Home (Weekly)	\$612.43	Per week
Living Away from Home (Daily)	\$87.55	Per day
Meals	\$20.00	Per meal
Return Journey	\$29.17	Per trip
Toxic Substances	\$1.18	Per hour
Weekend Return Journey	\$49.19	Per trip
Workshop Allowance	\$2.50	Per hour
<b>Leading Hand</b>		
1 Other Person	\$23.88	Per week
2 – 5 Other Persons	\$52.74	Per week
6 – 10 Other Persons	\$67.66	Per week
Over 10 Other Persons	\$89.55	Per week

Multistorey Allowance						
	From start of agreement	From 31 Oct 2023	From 31 Oct 2024	From 31 Oct 2025	From 31 Oct 2026	
From the commencement to the 15th floor level	\$0.78	\$1.07	\$1.52	\$1.60	\$1.68	Per hour
From the 16th floor level to the 30th floor level	\$0.94	\$1.29	\$1.81	\$1.90	\$1.99	Per hour
From the 31st floor level to the 45th floor level	\$1.40	\$1.63	\$2.81	\$2.95	\$3.10	Per hour
From the 46th floor level to the 60th floor level	\$1.82	\$2.55	\$3.64	\$3.82	\$4.01	Per hour
From the 61st floor level onwards	\$2.29	\$3.03	\$4.44	\$4.67	\$4.90	Per hour



## APPENDIX 4 RDO CALENDARS

### 2023 RDO Calendar

Note: Wednesday, 16 August is the Royal Queensland Show (Brisbane area only) public holiday. There are equivalent public holidays throughout Queensland.

QLD School Holidays
Public Holidays
Brisbane Area Only Public Holidays
EA RDOs
Industry RDOs

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

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

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

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

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

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

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

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

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

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

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

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

## 2024 RDO Calendar

Note: Wednesday, 14 August is the Royal Queensland Show (Brisbane area only) public holiday. There are equivalent public holidays throughout Queensland.

QLD School Holidays
Public Holidays
Brisbane Area Only Public Holidays
EA RDOs
Industry RDOs

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

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

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

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

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

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

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

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

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

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

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

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

## 2025 RDO Calendar

Note: Wednesday, 13 August is the Royal Queensland Show (Brisbane area only) public holiday. There are equivalent public holidays throughout Queensland.

QLD School Holidays
Public Holidays
Brisbane Area Only Public Holidays
EA RDOs
Industry RDOs

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

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

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

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

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

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

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

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

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

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

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

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

## APPENDIX 5 TOOL LIST

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1 Pair 225mm Footprints	1 Bricks String Line
1 Pair 250mm Stillsons	1 Chaulk-O-Matic
1 Pair 450mm Stillsons	1 Plumbob 450gr
1 Pair 250mm Vice Grips	1 25mm Woodchisel
1 Pair 200mm Combination Pliers	1 150mm Crescent Shifting Spanner
1 Pair 225mm Multigrips	300mm Crescent Shifting Spanner
1 Pair 200mm Pincers	1 250mm Rasp & Handle
1 Pair 300mm Straight Snips	1 250mm Half Round File & Handle
1 Pair 175mm Curved Snips	1 Hacksaw (Sandvik 225)
1 Pair Left Hand Wiss Snips	1 Junior Hacksaw
1 Pair Right Hand Wiss Snips	1 Tube Cutter 3mm - 32 mm
1 Pair Pop Rivet Pliers	1 Tapered Bent Pin
1 Pair 200mm Dividers	1 Pointing Trowel
1 Pair 15mm Copper Tube Benders	1 Basin Spanner
1 Set Allen Keys 1mm - 10mm	1 Strap Wrench
1 Set Tube Expanders 12mm - 25mm	1 Centre Punch
1 Set Ratchet Socket Wrench 6mm - 25mm or	1 Prick Punch
1 Set Open End/ Ring Spanners 6mm - 16mm	1 Nail Bag
1 Screw Driver 200mm Phillips	1 Tool Box or Carry All or equivalent
1 Screw Driver 150mm Phillips	1 Plugging Chisel
1 Screw Driver 300mm Slotted	1 13mm Cold Chisel
1 Screw Driver 200mm Slotted	1 25mm Cold Chisel
1 Screw Driver 150mm Slotted	1 Stanley Knife
1 Cross Pein Hammer 10 OZ	1 Flint Gun
1 Ball Pein Hammer 20 OZ	1 Oxy Key
1 Claw Hammer 20 OZ	1 Mastic Gun
1 Trap or Spud Wrench	1 8 Metre Measuring Tape
1 Lump Hammer 4 LB	1 Hand Wood Saw 660mm
1 Bevel Square 250mm	1 PVC Conduit Cutters
1 Set Square 300mm	1 WireBrush
1 Line Level	1 Battery Drill with Battery and charger
1 Spirit Level 600mm	

In addition to the above list (where applicable) the tool list for Drainers includes:

- 1 1200mm Level
- 1 30m Measuring Tape
- 1 Wood Float
- 1 Steel Float
- 1 Edging Tool

**APPENDIX 6 SIGNATURES**

For and on behalf of Dewpoint Air  
(Mcgahon Building Services Pty Ltd)  
(ABN 85 142 416 313)

PO Box 3479,  
Newmarket, QLD, 4051

  
(Signature)

**ROBERT JAMES ANDERSON**  
(Name)


**DIRECTOR**  
(Title)

**29/11/2023**  
(Date)

  
(Witness Signature)

**LARAINÉ MCCARTHY**  
(Witness Name)

For and on behalf of the the  
Communications, Electrical, Electronic,  
Energy, Information, Postal, Plumbing  
and Allied Services Union of Australia  
128V (CEPU)

  
(Signature)

**Gary O'Halloran**  
(Name)

**State Secretary, CEPU Plumbing Division,  
Queensland Divisional Branch.**  
(Title)

**11 Lang Parade, Milton, QLD, 4064**  
(Address)

**1/12/23**  
(Date)

  
(Witness Signature)

**01/12/23**  
(Witness Name)