

# **CFMEU**

**QLD/NT**

**Boom Logistics Ltd SEQ Crane Operations  
and CFMEU Union Collective Agreement 2024 – 2027**





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## PART 1 ADMINISTRATION

### 1. TITLE

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- 1.1 This agreement is known as the Boom Logistics Ltd SEQ Crane Operations and CFMEU Union Collective Agreement 2024 –2027 (the Agreement).

### 2. DEFINITIONS

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The following definitions shall apply to this Agreement:

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

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

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

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

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

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

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

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

**CIPS** means Construction Income Protection Scheme.

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

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

**Emergency works** are urgent works that temporarily restore an essential public asset to a safe and usable state, following a major event (manmade or weather) or a terrorist event and can include repairing water, gas, electricity, telephone, sewer facilities, or public transportation facilities, removing fallen trees on public rights-of-way, major rail track maintenance or public calamity.

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

**Employer** means Boom Logistics Ltd (ABN 28095466961), 184 Curtin Avenue West, EAGLE FARM BC, QLD, 4009

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

**FWC** means the Fair Work Commission.

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

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

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

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

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

**QIRC** means Queensland Industrial Relations Commission.

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

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

Regular and Systematic shall mean a minimum of 4 days per week for 6 weeks.

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

**SGL** means Superannuation Guarantee Levy.

#### **Sham Contracting**

**Shiftwork** shall be defined as per clause 36.9

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

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

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

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

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

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

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

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

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

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

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

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- 3.1 This Agreement remains in force until 2/7/2027. The agreement will continue to apply beyond its expiration date until it is replaced in accordance with the FW Act.

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

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- 4.1 This Agreement applies to:
- (a) Boom Logistics Ltd (the Employer)
  - (b) the CFMEU (the Union)
  - (c) all Employees of the Employer engaged in Mobile Crane work and for whom classifications and rates of pay are provided by this Agreement (the Employee).

Collectively known as Parties

- 1.2 This Agreement applies to all work performed within the following Council boundaries.

- Brisbane City Council
- Gold Coast City Council
- Ipswich City Council
- Lockyer Valley Regional Council
- Logan City Council
- Moreton Bay Regional Council
- Noosa Shire Council
- Redland City Council
- Scenic Rim Regional Council
- Somerset Regional Council
- Southern Downs Regional Council
- Sunshine Coast Regional Council

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

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

### 6. **RELATIONSHIP TO AWARDS AND AGREEMENT**

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

### 7. **INCLUSION**

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

## **First Nations People**

- 7.2 The Parties recognise there is a significant population of First Nations People within Queensland and the Northern Territory. The Employer shall use best endeavors to employ a minimum of 5% of its total workforce who identify as First Nations People.
- 7.3 The Employer will ensure that cultural awareness forms part of the induction process to ensure that all workers are made aware of the history and spiritual connection that traditional owners have with each area where work takes place.
- 7.4 First Nations people will be entitled cultural and ceremonial leave as per clause 7.6 below.
- 7.5 A cultural ceremony will be arranged on each project with the relevant traditional custodians of the land on which the project is being built. The particulars of which will be determined through consultation with the relevant traditional custodians and should also consider project site and location but shall take place not later than when the number of onsite workers reaches 50. Consultation shall also deal with subsequent cultural events onsite depending on the makeup and constitution of the project and advice from the relevant traditional custodians. This shall form part of the Employers commitment to the principles of social, restorative justice and cultural affirmation.
- 7.6 The Employer will also implement policies that ensure:
- (a) access to personal leave for participation in cultural and ceremonial activities
  - (b) skill and career development opportunities for First Nations Employees
  - (c) the development of retention and promotion for First Nations Employees.
- 7.7 Where the workplace is a construction site, the Employer's obligations in 8.2 and 8.3 will be deemed to have been met, if provided by the principal contractor on the site.

## **Women in the Industry**

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

## **Mature Age Workers**

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



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

### **8. DISPUTES SETTLEMENT PROCEDURE**

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

### **9. CONSULTATION**

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

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

- 9.3 If the Employer is considering making a decision, and prior to the decision being made, to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, the Employer must notify the Employee(s) and the Union.
- 9.4 As soon as practicable and prior to implementation, the Employer must discuss with the Employees and the Union the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.
- 9.5 For the purposes of the discussion the Employer will provide the Employees, the Union and/or their nominated representative/s in writing:
- (a) All relevant information about the change including the nature of the change proposed
  - (b) Information about the expected effects of the change on the Employees; and
  - (c) Any other matters likely to affect the Employees.
- 9.6 However, the Employer is not required to disclose confidential or commercially sensitive information.
- 9.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the Employees and the Union.
- 9.8 "**Significant Effect**" under clause 9.3 above includes termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; changes to safety and/or management systems, any changes to employment practices that result in privacy concerns for employees such as implementation of electronic inductions and/or access systems; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.
- 9.9 **Consultation about changes to rosters or hours of work**
- Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) and the Union about the proposed change.
- 9.10 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Employees and the Union the introduction of the change; and
  - (b) provide to the Employees, the Union and/or their representatives details of the following in writing:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (c) Invite the Employee(s) and the Union, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities) and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and their Union.
  - (d) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

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

## **PART 3 SAFETY**

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

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

- (e) whether the hazard or risk can be isolated; and
  - (f) the time that may elapse before the hazard or risk is permanently corrected.
- 10.7 Once the issue is resolved details of the issue and its resolution must be set out in writing with all Nominated Parties and/or their representatives to be satisfied that the agreement reflects the resolution of the issue with a copy given to all Nominated Parties and/or their representatives to the issue. The issue, once resolved, shall be recorded in the next safety committee meeting minutes with the agreed resolution.
- 10.8 The Nominated Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue. If within a reasonable time there is still no resolution, any of the Nominated Parties attempting to resolve the issue may then ask Work Health and Safety Queensland, and/or the QBCC, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.
- 10.9 Direction to cease work
- (a) If -
    - (i) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and
    - (ii) the issue concerns work which involves an immediate threat to the health or safety of any person; and
    - (iii) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 10.7 above-
  - (b) the Employer and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.
  - (c) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.
- 10.10 Fundamental to this process is a standing invitation for Union representatives to attend site to assist with all matters relating to health and safety.
- 10.11 Employees are not required to work in circumstances where the employee or a Union representative reasonably believes a safety law is being, or will be, contravened.

## **11. HEALTH AND SAFETY REPRESENTATIVES**

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- 11.1 The Employer and its Employees will comply with Part 5 of the WHS Act – Consultation, representation and participation in relation to the establishment of a health and safety committee. To ensure a timely resolution of issues in relation to WHS, all parties may be represented on the health and safety committee.
- 11.2 A standing invitation will exist for the Union to assist in the voting up of Health and Safety Representatives and the forming of safety committees. Health and safety representative/s (HSR) shall be elected by the Employees on the job, via a show of hands vote conducted by a representative of the Union and shall be subject to recall by a similar process.
- 11.3 Parties covered by this Agreement recognise the important role of HSRs. The HSRs have a key role in the early intervention in health and safety issues under this Agreement.

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

## **12. HEALTH AND SAFETY REPRESENTATIVE MEETINGS**

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

## **13. HOT WEATHER GUIDELINES**

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- 13.1 Under this Agreement when air temperature reaches
- (a) 35°C; or
  - (b) 29°C and 75% humidity or more, after three hours from commencement of each trades shift in southeast Queensland it shall constitute inclement weather (Extreme Hot Weather).
- 13.2 This definition will be subject to review in other regions. This clause must be incorporated in the Employer's OHS Procedures for all applicable Projects.
- 13.3 Before finishing work, Employees must be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 13.1. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. Monitoring heat on the day will be done with a calibrated wet bulb thermometer
- 13.4 When Extreme Hot Weather is forecasted for the following day, the Employer's Site Manager, WHS Committee and WHS Representatives will consult and determine what actions are to be taken to reduce exposure and modify the program and/or workload prior to the Extreme Hot Weather, which may include:
- (a) rescheduling work so that certain tasks are performed during the cooler part of the day, or on another day
  - (b) reducing the time spent doing hot tasks (for example, by job rotation)
  - (c) arranging for more workers to do the job
  - (d) providing extra rest breaks in a cool area
  - (e) providing cool drinking water and ice (machines) near the work site
  - (f) increasing air movement by fans or coolers
  - (g) installing shade cloth to reduce radiant heat from the sun
  - (h) consideration must be given to working an eight-hour day.
- 13.5 Once the temperature reaches extreme levels, as defined in clause 13.1 the following process will be followed:
- (a) Where the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the program and workload as described in clause 13.4.
  - (b) where the temperature is 29°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations

for safe completions of critical tasks currently under way and/or applicable modifications to the program and/or workload as described in clause 13.4.

- 13.6 If there are areas of the workplace that are below any Extreme Hot Weather, work shall continue as normal in those areas, Employees unable to work elsewhere may be transferred to these areas below the extreme levels if work is available. Employees may walk a reasonable distance through areas effected by extreme hot weather to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that there is no reasonable concern for an Employee undertaking the work of an imminent risk to their health or safety,
- 13.7 Extreme Hot Weather shall be measured on site by a temperature gauge compliant to Australian Standards and shall be undertaken in accordance with the manufacturer's operating instructions. The Parties agree that a measurement taken using the Wet Bulb in Globe Temperature index mode will not be used. Wet bulb thermometers will be used in temperature mode and then humidity mode separately and combined will be an acceptable method of measuring extreme hot weather. It is the responsibility of the PCBU implement these guidelines.
- 13.8 The PCBU shall supply a Wet Bulb Thermometer for each yard.

## 14. AIR QUALITY PROCEDURE

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### Definitions

#### Acceptable Air Quality

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

#### Measuring of air quality

- 14.3 Measuring of air quality will be done through the Department of Environment and Science web site ([des.qld.gov.au](http://des.qld.gov.au)) using the closest station to the work site (see instruction below).
- (a) Click on environment
  - (b) Go to Our Environment and click on air
  - (c) Click on live air data
  - (d) Scroll down and view closest Station to the job site
  - (e) Refer to Air Quality Procedure (14.9 below)

#### Bushfire smoke

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

#### Air Quality Procedure

- 14.6 The PCBU, Site Manager and WHS Reps must alert workers the day before extreme or excessive poor air quality conditions are expected.
- 14.7 After three consecutive hours of POOR air quality above 50µG per/m<sup>3</sup>, there will be an orderly cessation of work and preparation for safe completion of critical tasks.
- 14.8 Once the air quality index reaches 75µG per/m<sup>3</sup> there will be an immediate cessation of work with only safe completion of critical tasks allowable.
- 14.9 Inclement weather provisions of the Award shall be invoked. To be clear, all the provisions contained in clause 24 of the Award shall apply in instances of poor air quality, including 24.14.
- 14.10 All air quality related incidents are to be reported to the employer, site safety coordinator, WHS Committee and any relevant employee representative`s immediately.

#### **Fit testing**

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

### **15. INCLEMENT WEATHER**

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- 15.1
- 15.2 The parties are committed to working together to minimize the impact of inclement weather. The employer will ensure reasonable allowance is included in contracts taking into account historic weather conditions and forecast rainfall.
- 15.3 Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme heat (as defined in clause 13), poor air quality (as defined in clause 14), or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.
- 15.4 The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in clause 15.2 apply.
- 15.5 The time work stops due to inclement weather and the resumption of work after a period of inclement weather has ended will be recorded by the employer.
- 15.6 When inclement weather conditions exist, an affected employee is not required to start or continue to work where it is unreasonable or unsafe to do so. In cases where emergency work is required or it is necessary to complete a concrete pour already commenced to a practical stage, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an employee undertaking the work of an imminent risk to their health or safety.
- 15.7 Where emergency work, as defined, is completed in accordance with clause 15.5, work will be paid at the rate of 200% of the ordinary hourly rate calculated to the next hour, or 300% if undertaken during overtime and in the case of wet weather, the employee will be provided with adequate wet weather gear. If an employee's clothes become wet as a result of working

in the rain the employee will be allowed to go home for the remainder of the day without loss of pay.

- 15.8 Where an employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary hourly rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any 4-week period for each employee. Payment is subject to adherence to the terms of clause 15.
- 15.9 An employee working on a Job Share arrangement pursuant to clause 28—Job Share, that is affected by inclement weather, will be entitled to payment from the 32-hour inclement weather bank on a pro rata basis.
- 15.10 Employees accumulated inclement weather bank shall not be deducted whilst they remain on site.
- 15.11 Inclement weather occurring during overtime will not be taken into account for the purposes of clause 15 and employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours.
- 15.12 Employees on a portion of a site not affected by inclement weather must continue to work even though employees working on other areas of the site may have stopped work because of inclement weather.
- 15.13 Subject to the availability of alternative work in an employee's classification, an employer may require employees to transfer:
- (a) from a location on a site where it is unreasonable and/or unsafe to work because of inclement weather, to another area on the same site, where it is reasonable and safe to work; and/or
  - (b) from a site where it is unreasonable and/or unsafe to work because of inclement weather, to another site, where it is reasonable and safe to work, and where the employer, where necessary, provides transport.

#### **Inclement weather procedure**

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

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

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

- 15.15 Where the employees are in the sheds, because they have been rained off, or because it is at starting time, morning tea, or lunch time, and it is raining, they will not be required to go to work in a dry area or to be transferred to another site unless:
- (a) the rain stops; or
  - (b) a covered walkway has been provided; or



- (c) the sheds are under cover and the employees can get to the dry area without going through the rain; or
- (d) adequate protection is provided.

15.16 Protection must, where necessary, be provided for the employees' tools.

### **Dewatering**

15.17 All sites will develop a Dewatering Plan through consultation with the Union, HSRs, Safety Committee and the site Contractors.

15.18 This plan will:

- (a) Outline appropriate dewatering strategies, hydraulic engineering solutions and Dewatering Crew requirements
- (b) Require relevant HSR's to assess the areas in a staged sequence giving priority to accessways
- (c) Commence dewatering activities and open areas progressively once dewatering is complete
- (d) Including staggered meal breaks of the Dewatering Crew and Safety Committee
- (e) Outline minimum requirements of PPE and dewatering tools/equipment
- (f) The Dewatering plan will be reviewed and updated on a reasonable basis depending on job type, size, constitution etc.
- (g) Plans for work activities (including agreed training) to take place in dry areas during periods of inclement weather

15.19 All Contractors will supply adequate manpower for the site Dewatering Crew as per the Dewatering Plan.

15.20 Mitigation strategies such as, but not limited to, the following should be considered where reasonably practicable;

- (a) falls to slabs which are exposed to elements for extended periods of time
- (b) additional drainage outlets to slabs
- (c) integrated into jump or standalone retractable roof over stair/lift cores

15.21 Employees on the Dewatering Crew will remain on site in the instances the rest of the site has gone home only for the purpose of dewatering the site to maximise the potential for the site to be reopened the following day. These employees will be paid a disability allowance of double time for all hours worked once the site has gone home.

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

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### **Personal Protective Equipment**

16.1 The following clothing will be supplied to all Employees after consultation with Delegate. The employer shall provide clothing and Personal protective Equipment that is suitable, fit for purpose and manages risk relative to the task at hand (no later than 1 month after commencement) and will be replaced on a fair wear-and-tear basis. Employees when working on site are required to wear all footwear and clothing supplied. The issue will be:

- (a) 1 pair of safety boots (if the Employee buys such boots, the Employer will reimburse the Employee up to \$225.00 upon producing of a purchase receipt): and

- (b) 5 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed: and
  - (c) 1 high visibility winter jacket.
- 16.2 The abovementioned items will be replaced on a fair wear-and-tear basis. Where an Employee has not sought replacement of any of the abovementioned items on a fair wear-and-tear basis within twelve months from the date of issue, then that Employee will be entitled to a re-issue of the items at the completion of those twelve months.
- 16.3 All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating. The Employer undertakes to source Australian made clothing and equipment, in so far as it is possible.
- 16.4 No agreement to pay cash in lieu of supply of clothing/footwear is permitted.
- 16.5 When the Employer requires an Employee to wear spectacles with toughened glass lenses the Employer will pay the cost of the toughening process.
- Workplace Impairment Policy**
- 16.6 The Employer Workplace Impairment Policy can be found in APPENDIX 4.

## **PART 4 EMPLOYMENT**

### **17. SECURITY OF PERSONAL INFORMATION**

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

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

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

(such as General Construction Induction, or Rail Industry Safety Induction etc) are excluded from the operation of this clause.

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

## **19. 20. TOOLBOX MEETINGS**

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

## **20. CONTRACT OF EMPLOYMENT**

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

## **21. EFFECTIVE WORK ORGANISATION**

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- 21.1 Effective Work Organisation refers to methods of organising work so that Employee and Employer objectives can be achieved efficiently, sustainably and safely, producing results which are acceptable to all concerned.
- 21.2 Where the Employer is the principal contractor, or they are required under contract to provide the following key site attendant roles on a project, the Employer shall engage these employee's directly unless otherwise agreed:
- (a) Union Delegates
  - (b) First aid attendants
  - (c) Amenities attendants

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

## 22. CASUAL EMPLOYMENT

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- 22.1 A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged on a casual basis, they will be supplied in writing that the engagement is to be as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.
- 22.2 A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except annual leave, personal leave, and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid bereavement leave, domestic violence leave and unpaid career's leave.
- 22.3 Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of four (4) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the relevant fares and travel allowance prescribed by clause 35. On Saturdays and Sundays, a casual Employee is entitled to payment for a minimum of four (4) hours, plus the relevant fares and travel allowance prescribed by clause 35.
- 22.4 A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed in APPENDIX 1 for the Employee's classification.
- 22.5 A casual Employee required to work overtime, or weekend work shall be entitled to the relevant penalty rates prescribed in this Agreement:
- (a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate prescribed by APPENDIX 1 for the Employee's classification
  - (b) where the relevant penalty rate is double time, the Employee shall be paid 225% of the hourly rate prescribed by APPENDIX 1 for the Employee's classification; and
  - (c) where the relevant penalty is a public holiday, the Employee shall be paid 275% of the hourly rate prescribed by APPENDIX 1 for the Employee's classification.
- 22.6 For the purposes of clarity, the applicable contributions to BUSSQ, BERT, CIPQ and BEWT or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive, in addition to their casual rate, penalty payments for Overtime, work performed on weekends, work performed on public holidays and RDOs, Domestic Violence leave and unpaid cultural leave.
- 22.7 Termination of all casual engagements shall require one hour's notice by either the Employer or Employee, or the payment or forfeiture of one hour's pay, as the case may be. This clause will not reduce the entitlements of injured Employees.

## Casual Conversion

- 22.8 A casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of six-weeks, thereafter, will have their contract of employment converted to permanent employment unless otherwise agreed in writing between the parties. Regular and systematic shall be defined as an average of 4 days or more, per week, over 6 weeks. Eligible current employees will be transitioned to full time no later than 6 weeks from the date of approval of this agreement.
- 22.9 Any Employee, who is entitled to be converted to permanent employment pursuant to this clause, and is not converted to permanent employment, is entitled to be paid 175% of the hourly rate prescribed in this Policy for the Employee's classification from the first day of the seventh week of their employment onwards.

## 23. APPRENTICES/TRAINEES

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

- (d) Apprentices employed under part-time or school-based arrangements shall be entitled to a supply of tools consistent with the requirements as outlined under clause 23 APPRENTICES/TRAINEES.

#### **Apprentice \ Trainee Ratio**

- 23.9 The Employer recognises that in order to increase the efficiency and productivity of the Employer, a significant commitment to structured training and skill development is required. They also recognise the importance of the apprenticeship \ trainee systems to the construction industry. Therefore, the Parties agree:
- (a) If the Employer employs five (5) or more tradespeople in any one classification, it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme. The employer undertakes to employ 1 trainee rigger for every 7 qualified riggers.
- (b) The Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavor to maintain at least one apprentice to every five (5) tradespeople.
- (c) If the Employer does not currently have an apprentice as provided for in paragraph (a) above, the Employer will engage in consultation with the Union in relation to their obligations under this clause but shall be afforded reasonable time to enable the Employer to comply with this clause. Further, the Parties are committed to a strong ratio of apprentices in the industry.

#### **24. ADULT APPRENTICES**

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

#### **25. TRAINING AND RELATED MATTERS**

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

##### **HSR training**

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

##### **Asbestos Awareness Training**

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

#### **Silica Dust Training**

- 25.6 The Employer agrees that it will schedule training in the "Course in identification of crystalline silica containing material and the associated risks for workers in the construction industry". The training shall be booked and commenced within 3 months of the certification of this agreement, or within 3 months of the start of employment of each new employee, unless completed previously.

#### **Mental Health Training**

- 25.7 The Employer agrees that it will schedule training in the nationally accredited Supporting positive mental health in the Construction Industry 11085NAT. The training shall be booked and commenced within 3 months of the certification of this agreement, or within 3 months of the start of employment of each new employee, unless completed previously.
- 25.8 The Employer agrees that it will, within 7 days of receiving a written request from the union, provide:
- (a) evidence to demonstrate the positive commitment to training and skill development; and
  - (b) the information as to the number of apprentices and visa holders engaged by the Employer.
- 25.9 Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

## **26. EMPLOYMENT SECURITY**

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- 26.1 The parties to this agreement agree to maximise the continuity of employment for existing and future employees and to ensure that permanent employment opportunities and the opportunity for promotion transfer and re-training or upskilling are not eliminated, reduced or eroded.
- 26.2 The Employer recognises that the use of subcontractors and labour hire may affect the job security of current and future employees covered by this Agreement.
- 26.3 As soon as practicable after being awarded a contract and prior to engaging subcontractors to perform work in the classifications covered by this agreement, the employer shall inform the Union Delegate (where applicable) which subcontractors it intends to use for the project.
- 26.4 The application of this Employment Security clause shall recognise geographical and commercial circumstances. In these circumstances the Employer and the Union may agree to vary the requirements of clause 26 on a project-by-project basis. Negotiations are to be conducted in good faith and agreement will not be unreasonably withheld.
- 26.5 **Use of Contractors**
- (a) If the employer wishes to engage contractors and their employees to perform work in the classifications covered by this agreement, the employer must first consult in good faith with the union. Consultation will occur prior to the engagement of sub-contractors.

- (b) If the employer decides to engage subcontractors, the employer shall ensure that these contractors and their employees receive wages, allowances and conditions equal to or better than those contained in this agreement.
- (c) The use of sham sub contracting arrangements is a breach of this agreement. The contractor who engages subcontractors is responsible for ensuring the employees of sub-contractors receive wages, allowances and conditions equal to or better those contained in this agreement, this obligation extends to liability for all outstanding wages conditions and entitlements under this agreement.

**26.6 Labour Hire**

- (a) Labour hire is defined as temporary "top up" labour designed to meet short situations such as absences due to sick leave, annual leave, and short time work peaks. The employer will not use labour hire in any position on site for a period of more than six weeks. Any departure from this maximum period shall require the agreement of the Union and incur a 175% penalty rate for all work done.
- (b) Where there is need for supplementary labour to meet temporary/peak work requirements, such labour may be accessed from bona fide businesses, including sub-contractors and labour hire companies, following consultation with the union.
- (c) The employer shall ensure that any workers engaged by such businesses and performing work described in the classifications of this agreement receive wages, allowances and conditions equal to or better than those contained in this agreement.

26.7 The contractor who engages labour hire workers is responsible for ensuring those workers are paid at rates no less than those contained in this agreement. This obligation extends to liability for all outstanding wages conditions and entitlements under this agreement.

26.8 There will be no redundancies made while the employer has engaged labour hire to undertake work that is the subject of this agreement. Any departure from this shall require the agreement of the Union.

**27. INDIVIDUAL FLEXIBILITY AGREEMENTS**

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27.1 Where the Employer wants to enter into a variation agreement it must provide a written proposal to the Employee and the Union. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

27.2 The Employer must ensure that any variation agreement is genuinely agreed to by the Employer, the Union and the Employee and that the terms of the variation agreement:

- (a) are about permitted matters under section 172 of the FW Act; and
- (b) Relates only to:
  - (i) Salary sacrifice agreements
  - (ii) Increase in annual leave accrual each year
  - (iii) Increase in rate of accrual of Rostered days off
  - (iv) Increase in wages
  - (v) Increase in training leave (Union or otherwise)
- (c) are not unlawful terms under section 194 of the FW Act; and
- (d) result in the Employee being better off overall than the Employee would be if no arrangement (variation agreement) was made.



- 27.3 The Employer must also ensure that any such variation agreement is:
- (a) Agreed to by the Union
  - (b) in writing (including details of the terms that will be varied, how the variation agreement will vary the effect of the Enterprise Agreement terms, how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences);
  - (c) includes the name of the Employer and Employee
  - (d) signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee
  - (e) provided to the Employee within 14 days after it is agreed to: and
  - (f) able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.
- 27.4 Where any of the requirements of this clause are not met, the variation agreement is of no effect.

## 28. **JOB SHARE**

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

## PART 5 WAGES AND ALLOWANCES

### 29. WAGES

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

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

- 29.1 Wages for apprentices shall be calculated by applying a fixed percentage to the rates of specific trades as provided by the applicable award or order. Provided that the trade rate shall not include the hand tool or power tool allowances for the purpose of this calculation.

#### Jump Up

- 29.2 Where on a site at which the employee is engaged the wages and conditions for the majority of people employed are higher than those provided in this enterprise agreement, the employee will receive such higher wages and conditions in accordance with their relevant classification.

### 30. CLASSIFICATIONS

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

#### Health and Safety Representative

- 30.2 Where an Employee is elected by Employees of the Employer as a HSR and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of MC4, or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance for the life of this agreement as per the table at APPENDIX 2 – HSR Allowance.
- 30.3 For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 30.2 and 30.5.

#### Higher Duties

- 30.4 Where any Employee on any day performs two or more classes of work to which different rates of pay are applicable, the Employee shall be paid at the higher hourly rate for the day if the Employee is required to work at that class of work for two (2) hours or more, and if for less than two (2) hours during any one (1) day the Employee will be paid the higher rate for the time so worked.
- a) For general hire - road travel cranes, if higher duties are regular and systematic for 8 weeks the Employees classification will be automatically raised to the higher level. In

relation to this clause regular and systematic shall be defined as an average of 4 days or more, per week, over 8 weeks.

- b) For site-based project work, employees will be paid in accordance with APPENDIX 1. Reclassification will only occur in accordance with APPENDIX 1, subject to consultation and agreement between the parties before and after commencement of the project. Failure to comply with this will result in the Employees classification being automatically raised to the higher level after 8 weeks of consistently undertaking the higher duties.
- c) Leave entitlements shall be paid at the rate the employee is on immediately prior to taking the leave.

**Union Delegate**

- 30.5 Where an Employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of MC4, or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance for the life of this agreement as per the table at Appendix 2 – Delegate Allowance.
- 30.6 For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 30.2 and 30.5. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

**31. SUPERANNUATION**

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- 31.1 It is agreed that the default fund under this agreement shall be BUSSQ.
- 31.2 All Employees shall be entitled to receive Employer superannuation contributions and shall also co-contribute a minimum amount from their wages.
- 31.3 The Employer will contribute on behalf of each Employee the following minimum weekly amount:

Date	1/7/2023	1/7/2024	1/7/2025	1/7/2026	1/07/2027
Super	\$285/week	\$297/week	\$310/week	\$323/week	\$345/week

- 31.4 Every Employee shall co-contribute by way of salary sacrifice the following minimum weekly amount:

Date	1/7/2023	1/7/2024	1/7/2025	1/7/2026	1/07/2027
Co-Cont.	\$72/week	\$75/week	\$78/week	\$81/week	\$85/week

- 31.5 The contributions in clauses 31.3 and 31.4 shall be in addition to all other entitlements prescribed by this Agreement.
- 31.6 Contributions for Apprentices / Trainees shall be calculated at 12% of ordinary time earnings.
- 31.7 Apprentices / Trainees shall co-contribute by the way of salary sacrifice 3% of ordinary time earnings.
- 31.8 The Employer will, on behalf of the Employee, forward the above amounts directly to each Employee's superannuation account at least once each calendar month.
- 31.9 Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by Qleave or NTBuild), public holidays, sick leave and bereavement leave. The Employer shall also be required to

make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.

- 31.10 Should it be established that the Employer has failed to make payments as required; the Employer shall be liable to make the appropriate contributions immediately upon being notified of the non-compliance. Further, the Employer shall pay an additional 10% per annum (calculated on a pro-rata basis) to offset the interest that the contributions would have attracted in the relevant fund had they been paid on the due dates. The requirement for the Employer to make retrospective payments shall not limit any common law action which may be available in relation to death, disablement, or any similar cover existing within the terms of a relevant fund.

#### **Superannuation for casuals**

- 31.11 Where a casual employee is engaged to perform construction work on any given day in any given week, the employee will be entitled to the weekly superannuation contribution amount as per clause 31.3 of the Agreement for that week.
- 31.12 For casual employees employed on general hire jobs for 4 (four) or more shifts in any pay week, they will be entitled to the weekly superannuation amounts as per clause 31.3 of the Agreement.
- 31.13 For casual employees employed on general hire jobs who work up to and no more than 3 (three) shifts in any pay week, the weekly superannuation entitlement contained in clause 31 of the Agreement will be payable as a daily entitlement and calculated by dividing the weekly entitlement contained in clause 31.3 of the Agreement by 5 (five) and paid per engagement.

### **32. SALARY SACRIFICE ARRANGEMENTS**

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

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

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

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

\*To be advised in accordance with 34.2\*

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

- 33.2 If CIPQ decides that a higher weekly rate per Employee must be paid or provided, the Employer must pay that higher rate as and from the date CIPQ determines. Payment at the rate specified under clause 33.1 from the date determined by CIPQ will satisfy the Employer's obligations under clause 33.1.
- 33.3 If the Employer does not contribute to CIPQ the amount required under clause 33.1 in respect of each and every Employee, the Employer will pay an additional \$1,500 per week on top of what benefit the policy provides and also reimburse the Employee for costs (i.e. medical expenses, claims management and rehabilitation expenses) incurred by the Employee, for a period of three years in the event that an Employee is unable to make a claim because of the non-payment by the Employer.
- 33.4 All accrued and unused sick leave will be notified to CIPQ upon termination for each employee, for the purposes of portable sick leave.

**34. REDUNDANCY**

- 34.1 The Employer will utilise BERT to meet all of the liabilities for Redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the Employee's Redundancy fund is paid to the Employee when the Employee is entitled to that payment pursuant to the terms of the Employee's Redundancy fund.
- 34.2 The Employer will contribute on behalf of each Employee the following minimum weekly amount listed below for redundancy:

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

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

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

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

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

- 34.3 Apprentice / Trainee contributions shall be calculated using the following percentage of the trade rate:

Stage	4-year Apprentice Percentage	3-year Apprentice Percentage
1st	50%	50%
2nd	60%	70%
3rd	75%	90%

4th	90%	N/A
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- 34.4 Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by QLeave or NTBuild), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.
- 34.5 Where the Employee's balance in the Employee's Redundancy fund reaches \$20,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund or redirected to BUSSQ. It is the Employee's option only. Where an employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.
- 34.6 Contributions to the Employee's Redundancy fund must be made, at a minimum, monthly, by no later than the 15<sup>th</sup> of the following month. Details of the Employer's contribution for each month including when contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month. Late payments shall attract a penalty of 10% of the total amount due, unless there is a reasonable explanation that is acceptable to the parties of this agreement.

**35. ALLOWANCES**

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

**Fares and Travel Allowance**

- 35.3 All Employees, including Employees starting at yards and depots, shall be entitled to receive the fares and travel allowance as follows:

Distance	1/9/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Zone 1	\$55 per engagement*	\$60 per engagement	\$62 per engagement	\$64 per engagement	\$66 per engagement
Zone 2	\$75 per engagement	\$80 per engagement	\$82 per engagement	\$84 per engagement	\$86 per engagement
Zone 3	\$95 per engagement	\$100 per engagement	\$102 per engagement	\$104 per engagement	\$106 per engagement

\*This rate applies from 1/7/2023

- (a) Employees will be paid the corresponding travel allowance based on the zone the project is located in relative to the business address where they are engaged. Zones 2 and 3 only apply to employees who travel directly to site in a personal vehicle and the site is located greater than 50Kms from the business address where they are employed and greater than 50kms from the employee's place of residence.
- (b) There shall exist zone borders at both 50kms, 100kms and 150kms from the business address where the employee is engaged. The business address where the employee is

engaged will be the address listed in definitions under `Employer` or by written agreement with the Union.

- (c) At the commencement on project the radial distance from the business address to the project will be calculated.
- (d) In the event that the Employer supplies a vehicle for travelling to and from work to the employee, the amount of travel paid for zone 2 and 3 will be the difference between the relevant zone travelled too and the amount due from zone one. This shall be considered payment for distant travel and in lieu of time. For clarity no employees that are provided with a company vehicle, to travel to and from work, will be entitled to Zone 1 travel allowance.
- (e) No employee will be worse off, than they were directly prior to certification of this agreement, due to the implementation of this clause.
- (f) For clarity the fares and travel allowance under the applicable awards will not apply. The allowances for being sent to multiple jobs in a day as listed in Appendix 2 will continue to apply.
- (g) Apprentices shall receive the following percentage of the amount detailed above:

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

### Leading Hand

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

### Building and Construction Industry All-purpose Allowance

35.5 In addition to all applicable allowances the following project top up allowance will be payable over and above the employee's usual terms which applies for particular projects where extra payment is justified because of:

- (a) The special nature of the work.
- (b) To ensure parity with other employees on the payment of wages, terms and conditions on particular projects.

35.6 The project top-up allowance is paid for actual time worked on a project site this includes travel time to and from depot to site but excludes transport and counterweight delivery/collection. The allowance is not payable for leave or any other paid time not physically worked at the nominated project site location, other than travel to and from the nominated project site location by employees working on the nominated project site location. All employee terms and benefits included under this Agreement will continue to apply unchanged whilst the Employee is on the project and entitled to the additional project top up allowance.

- 35.7 Project top up allowance from the date of signing this agreement will be \$6.80 per hour. This allowance does not apply on industrial plants or shut down work.
- 35.8 The Project Top up allowance is subject to overtime penalty rates where applicable.

#### **Living Away from Home Allowance**

- 35.9 Where an Employee is engaged on distant work, the provision of reasonable board and lodgings will be supplied by the Employer, at no cost to the Employee.
- (a) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning. Any deviation from this will require consultation and agreement between all parties.
  - (b) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.
  - (c) Where Employees are required to work on a project more than 150km from the business address where the Employee is engaged, this shall be referred to as distant work. Distant work shall only be undertaken with agreement from the Union. Such agreement will take into consideration daily travelling time and its effect on fatigue and may include an agreement to enact the distant works provision of this agreement where workers are required to travel less than 150km.
  - (d) Rosters for distant work shall be agreed in writing between the Employer and the Union before the distant work commences.
  - (e) Employees rostered for distant work must be notified in writing by the Employer. To ensure fatigue is managed safely, no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work. Notwithstanding any other requirements in this clause, no Employee will be required to be away from home for more than 3 weeks without returning home at the Employer's expense.
  - (f) An Employee may refuse to work in circumstances where the working would result in the Employee working hours which are unreasonable having regard to matters including:
    - (i) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;
    - (ii) the Employee's personal circumstances including any family responsibilities.
    - (iii) the needs of the workplace or enterprise;
    - (iv) the notice (if any) given by the Employer, and by the Employee of his or her intention to refuse it; and
    - (v) any other relevant matter.
  - (g) All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken. This will include time travelled from accommodation to site while working away.
  - (h) All Employees that are required to live away from home due to work shall be entitled to Living Away from Home Allowance and a LAHA Daily Meal Allowance in accordance with APPENDIX 2, applicable from the commencement of the start of each day. For clarity, where meals are supplied employees shall be entitled to Living Away from Home Allowance but are not entitled to the LAHA Daily Meal Allowance.



- (i) All weekend work under this clause will be paid at double time. Any hours not worked in relation to the minimum engagement below will be paid at the ordinary rate .
- (j) Minimum engagement whilst deployed on LAHA will be as follows;
  - (i) 10 hours per day Monday to Friday.
  - (ii) 8 hours per day Saturday.
  - (iii) As of 1 July 2025 minimum engagement under this clause on a Sunday will be 4 hours.
  - (iv) Minimum engagement for LAHA employees on weekends will not apply on projects that attract the Building and Construction Industry All-purpose Allowance.
  - (v) Minimum engagements for LAHA employees on weekends will not apply on site based project work for term hire cranes (rough terrain and crawler cranes) where the term is more than 4 weeks.

**Power Tools**

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

**Site Allowance**

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

Value of Project	Site Allowance	Value of Project	Site Allowance
\$50m-\$80m	\$1.70	\$500m-\$600m	\$6.00
\$80m-\$100m	\$2.50	\$600m-\$700m	\$7.00
\$100m-\$200m	\$3.50	\$700m-\$800m	\$8.00
\$200m-\$300m	\$4.50	\$800m-\$900m	\$9.00
\$300m-\$400m	\$5.00	\$900m-\$1b	\$10.00
\$400m-\$500m	\$5.50	\$1b +	\$11.00

- (a) Site Allowance is not subject to any premium or penalty and shall compensate for
- (b) all disabilities other than:
  - (i) Heavy Blocks

- (ii) Explosive
- (iii) Powered Tools
- (iv) Scaffolder's Licence Allowance
- (v) Unbacked Insulation
- (vi) Swing Stage
- (vii) Height/ Multi Storey.

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

NB: the Living Away from Home Allowance, travel allowance, transfers during working hours and all allowances referred to in clause 35 of this Agreement are not disability allowances for the purposes of this clause.

### Height Allowance

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

### Engagement of more than one crane

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

Number of Cranes	1/07/2023	1/72024	1/07/2025	1/07/2026	1/07/2027
2	\$4.64	\$4.87	\$5.12	\$5.37	\$5.64
3	\$8.92	\$9.37	\$9.84	\$10.33	\$10.85
4	\$13.72	\$14.41	\$15.13	\$15.89	\$16.68
5+	\$18.13	\$19.04	\$19.99	\$20.99	\$22.04

## PART 6 HOURS OF WORK

### 36. HOURS OF WORK

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#### Ordinary hours

- 36.1 The ordinary spread of hours shall be between 6am to 6pm Monday to Friday.
- 36.2 A full-time worker shall be entitled to 36 ordinary hours per week. This shall consist of 5 days at 8 hours per day (paid at the ordinary rate), 7.2 ordinary hours and .8 of an hour that accrues towards a Rostered Day Off, or payment there for, at the relevant rate. All time worked outside the aforementioned span of hours shall be by agreement with the affected employees concerned and paid in accordance with this agreement.
- 36.3 The first 8 hours (7.2+0.8 RDO) of any shift that starts or finishes anytime on a Monday to Friday accrues towards the minimum hours for the week but if outside the hours of 6am to 6pm will be paid at penalty rates.
- 36.4 For clarity, hours worked may be considered ordinary hours but also attract a penalty rate. For example, a start time of 5am will attract a penalty rate of time and a half for the first hour then ordinary rates for the next 7 hours, until 1pm (eight hours in total), then standard overtime penalty rates for the remainder of the workday.

Time	Penalty
5am – 6am	150%
6am – 1pm	100%
1pm – onwards	150% (1 <sup>st</sup> 2 hours) 200% (thereafter)

#### Start and finish Times

- 36.5 If the Employer wishes to alter start and finish times within the spread of ordinary daily hours, the Employer will consult with the affected Employees and:
- Provide not less than 12 hours' notice to affected Employees of the change to start and finish times; and
  - Have regard to the intention of avoiding excessive overtime; and
  - Engagements beginning 5 am or earlier will attract a meal allowance at the relevant rate; and
  - Engagements beginning after 8am will incur overtime penalty rates.

#### Overtime

- 36.6 All time worked over 8 hours per day Monday to Friday or outside the ordinary spread of hours will attract a penalty of 150% of the relevant rate of pay for the first 2 hours then, 200% of the relevant rate of pay for any subsequent hours also all hours worked after 12.00 pm on Saturday and all hours worked on a Sunday will be paid at 200%. Additionally, any start time earlier than 6am will attract standard penalty rates and not accumulate toward the total penalty hours for the day.
- 36.7 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to matters including:

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

36.8 Returning to ordinary hours of work after taking the mandatory 10-hour shiftwork break will not attract a late start penalty. Ordinary hours will be paid from 7am until 3pm. At the end of the 10-hour break the company may require the employee to attend work. Over time rates will apply 8 hours after 7am in this instance. For clarity, all hours worked after 3 pm will attract the relevant penalty rate if worked.

### **Shiftwork**

- 36.9 In this clause Shiftwork means work comprising recurring periods in which different groups of workers do the same jobs in rotation;
- 36.10 Shiftwork for the purposes of this clause is defined as any shift which commences or finishes outside 6.00 a.m. and 6.00 p.m. Monday to Friday.
- 36.11 Clause 23. Shiftwork of the Mobile Crane Hiring Award 2020 will apply to any employee required to perform shift work. Where this Agreement clause provides a more beneficial term, the agreement term shall apply.
- 36.12 All employees engaged in Shiftwork will be entitled to a minimum engagement of 8 hours per shift.
- 36.13 All Shiftwork shall be paid at time and a half for the first two (2) hours and double time there after unless a more beneficial rate is afforded in this agreement.
- 36.14 As of 1 July 2025 all shiftwork will be paid at double time.
- 36.15 An Employee who has to work Shiftwork shall be given at least 48 hours' notice of the requirements to work shift work. An Employee may refuse to work overtime in circumstances where the working of such shift would result in the Employee working hours which are unreasonable having regard to matters including:
  - a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;
  - b) the Employee's personal circumstances including any family responsibilities.
  - c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
  - d) any other relevant matter.

### **Night Work**

- 36.16 Any work conducted outside of 6am to 6pm that is not shiftwork will incur penalty rates of 150% for the first two hours and 200% for the subsequent hours and will be called Night Works. All employees undertaking night works will be entitled to a minimum 8-hour engagement.
- 36.17 As of 1 July 2025, all night works will be paid at 200%.
- 36.18 No continuation of Night works will continue prior to 4pm.

### **Stand Down**

- 36.19 Eight (8) hours stand down is to be paid when a change from night shift or night work to day work occurs.
- 36.20 When shiftwork or night work finishes at or after 1am the employee will be paid an 8 hour stand down without having to return to work. The Employer will contact the Employee by 12 noon to confirm if another shiftwork or night works will continue. If shiftwork or night work is to continue no Stand Down will be paid.
- 36.21 If night works finishes before 1am the employee must have a 10-hour fatigue break before returning to work. For example, if the Employee finishes at midnight the Employee will return to work at 10am and will be paid their ordinary rate from 7am the same day (normal start time).
- 36.22 Saturday and Sunday are not normal workdays therefore a stand down falling on one of these days will only be paid to ensure a fulltime employees 36 hours per week accrual. To be clear a stand down will not be paid after undertaking night works or shiftwork for 5 consecutive shifts from Sunday night through to Thursday night.

### **37. EMPLOYEE ROSTERED DAY OFF**

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- 37.1 Ordinary working hours will be scheduled in an average 10 day cycle, Monday to Friday inclusive, with 8 ordinary working hours worked for each of 9 days and with 0.8 of an hour on each of those days accruing toward the tenth day, which will be known as the rostered day off. On each working week day employees will work 8 ordinary hours, with 7.2 hours paid, and 0.8 hours accrued to his/her RDO account. The RDO account is held like all leave accounts in hours and is payable at the employee's hourly pay rate at the time he/she takes the RDO time. Similarly on each paid leave day including public holidays, annual vacation leave days, and paid personal leave days employees will 'earn' 8 hours pay with 7.2 hours paid and 0.8 hours accrued to his/her RDO account.
- 37.2 26 rostered days are scheduled to be taken off by an Employee for every 12 months' continuous service in accordance with the dates set out in the calendar indicative of scheduled RDO contained in APPENDIX THREE. The purpose of this calendar is to ensure workers manage their fatigue levels, thereby encouraging safer and more productive projects.
- 37.3 For clarity, nothing in this clause or the calendar is intended to impose a limit on the ability of the Employer to determine with the majority of its affected Employees when and where work can be performed to meet operational requirements or otherwise limit the Employer's right to manage its business.
- 37.4 The calendar in APPENDIX THREE may be altered by agreement to suit the employee personal circumstances and the company workload. It is also acknowledged that RDO days may be taken wherever possible during school holidays and in the days just before and after public holidays to suit employee family requirements.
- 37.5 An employee may request to take an RDO at any time. The employer will allow the RDO subject to alternative employees being available to cover the employee's usual duties or the workload being such that the employee's service is not required on the requested day;
- 37.6 An employer may request the employee to take an RDO at any time when the workload is such that the employer does not have productive work available for the employee.
- 37.7 An Employee may refuse to work an RDO in circumstances where the working of such an RDO would result in the Employee working hours which are unreasonable having regard to matters including:

- (a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;
  - (b) the Employee's personal circumstances including any family responsibilities;
  - (c) any other relevant matter.
- 37.8 No employee shall be pressured to work on a Rostered Day Off. The decision to work on a Rostered Day Off shall remain entirely at the employee's discretion.
- 37.9 Payment for RDOs will include an entitlement to the daily fares and travel allowance.
- 37.10 Each day of leave taken and any public holiday or personal leave day occurring during any cycle will be regarded as a day worked for accrual purposes.
- 37.11 An Employee who has not worked a complete cycle will receive pro rata accrued entitlements payable for the rostered day off.
- 37.12 Where an Employee has insufficient accruals for an RDO, the Employer may by agreement with the affected Employee, offset any deficiency from the Employee's annual leave entitlement.
- 37.13 All work performed on building sites on Rostered Days Off shall be paid for at Saturday rates of pay. All other entitlements relating to Saturday work shall also apply.
- 37.14 In addition to the loadings listed above, employees will be provided a day in lieu for each RDO that they are required to work.
- 37.15 Up to ten (10) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

**38. PRODUCTIVITY SCHEMES**

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

## **PART 7 LEAVE**

### **39. LEAVE**

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#### **Annual leave**

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

#### **Personal leave**

- 39.6 Permanent Employees shall be entitled to paid leave when they are absent from work due to:
- (a) personal illness or injury (sick leave, a form of personal leave)
  - (b) for the purposes of caring for partners, children and/or other household or family members who are sick or in a personal emergency and require the Employee's care and support (carer's leave, another form of personal leave)
  - (c) for cultural purposes as defined in clause 7.6 of this agreement; or
  - (d) compassionate leave.
- 39.7 Personal leave shall accrue as follows:
- (a) Three days in the first month and then one additional day at the beginning of each of the next nine-calendar months will be available in the first year of employment
  - (b) 12 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement
  - (c) All unused personal leave is cumulative.
- 39.8 If required by the Employer, when an Employee is absent for more than two-consecutive days the Employee is required to give the Employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.
- 39.9 Unpaid carer's leave will be in accordance with the NES.

#### **Parental leave**

- 39.10 An employee is entitled to the Parental Leave provisions contained within the NES.
- 39.11 In addition to the entitlement under the NES the Employer will pay an additional amount as follows:

- (a) Where the employee is to be the primary care giver, pay the equivalent of the difference between the Government paid parental leave scheme and the employees normal take home pay for a period of four (4) weeks.
  - (b) Where the employee is not to be the primary care giver, pay the equivalent of the difference between the government paid parental leave scheme and the employees normal take home pay for a period of two (2) weeks.
- 39.12 To avoid doubt, if the Government paid parental leave scheme ceases to exist the Employer will pay to the employee the employees normal take home pay for the periods set out above.

#### **Compassionate leave**

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

#### **Community Service Leave**

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

#### **Long Service Leave**

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

#### **Unpaid leave**

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

#### **Public Holidays**

- 39.17 Employee entitled to be absent on public holiday.
- 39.18 An Employee is entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes. If, in accordance with this clause, an employee is absent from his or her employment on a day or part-day that is a public holiday, the Employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day.
- 39.19 Reasonable requests to work on public holidays.
- (a) The Employer may request an Employee to work on a public holiday if the request is reasonable. Further, written agreement must be reached between the Employer and the Union for any work on public holidays.
  - (b) If the Employer requests an Employee to work on a public holiday, the Employee may refuse the request if
    - (i) the request is not reasonable; or
    - (ii) the refusal is reasonable.
- 39.20 In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:



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

39.21 All work done by any employee on:

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

39.22 In addition to the days set out above, Employees will be entitled to public holidays on any other day, or part-day, declared or prescribed by or under a law of Queensland to be observed generally within the Queensland, or a region of the State of Queensland, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

## 40. FAMILY VIOLENCE LEAVE

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### General Principles

40.1 The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer is committed to providing support to staff that are subjected to family and/or domestic violence.

- 40.2 Understanding the traumatic nature of family and/or domestic violence the Employer will support their Employee if they have difficulties performing tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being subjected to family and/or domestic violence. An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

#### **Definition of Family and/or Domestic Violence**

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

#### **Family and/or Domestic Violence Leave**

- 40.4 An Employee, including a casual Employee, who is subjected to family and/or domestic violence is entitled to 10 days per year of paid family and/or domestic violence leave for the purpose of:
- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner
  - (b) relocation or making other safety arrangements; or
  - (c) other activities associated with the experience of family and/or domestic violence.
- 40.5 In addition, an Employee, including a casual Employee, who provides support to a close personal contact who is subjected to family and/or domestic violence is entitled to access family and/or domestic leave for the purpose of:
- (a) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner
  - (b) assisting with relocation or other safety arrangements; or
  - (c) other activities associated with the family and/or domestic violence including caring for children.
- 40.6 This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.
- 40.7 Upon exhaustion of the leave entitlement in clause 40.4, Employees will be entitled to up to [2] days unpaid family and/or domestic violence leave on each occasion.

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

- 40.8 The employee will give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.

- 40.9 If required by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 40.4. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.
- 40.10 The Employer must ensure that any personal information provided by the Employee to the employer concerning an Employee's experience of family and/or domestic violence is kept confidential. Information will not be kept on an Employee's personnel file.

### **Individual Support**

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

## **PART 8 TERMINATION**

### **41. TERMINATION**

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

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

- 41.3 In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 3 step counselling procedure will be applied. This procedure does not apply for Redundancy situations. An Employee may elect at any step to have their Employee Representative or any other person or persons of their choice, present. The Employee must be given an opportunity to respond to each allegation. At the request of the Employee, copies of any written warnings will be given to the Employee Representative or any other party to this Agreement.
- 41.4 Step 1- First Written Warning
- (a) The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:
    - (i) The issues of concern; and
    - (ii) The standards of improvement required.
- 41.5 Step 2- Final Written Warning
- (a) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes

exists in relation to the Employee's conduct. If appropriate the Employer will then issue a final written warning detailing:

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

41.6 Step 3- Dismissal

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

41.7 The Employer shall provide to each terminated Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.

41.8 The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination, or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job).

41.9 The Employer shall pay each terminated Employee for any public holiday that occurs in the period of annual leave that would have been payable had the Employee commenced annual leave on the date of termination. Where the Employee's leave balance would not include public holidays occurring within the 10 working days (excluding weekends) following termination, the Employee shall receive payment for these days.

41.10 In cases where the Employer is considering transferring, or terminating the services of an elected Union Delegate, Employee Representative, or a HSR, a five-day mandatory consultation period shall be initiated by the Employer in the form of a face to face meeting with the Union prior to any final decision on transfer or termination being made. The affected Employee and their nominated representative will be immediately advised in writing of the initiation of the consultation period and shall remain on the job during the consultation process. If the Employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks.

41.11 The Employer shall notify all funds upon termination of an Employee. This will include informing of leave of time served.

## Part 9 REPRESENTATION

### 42. UNION DELEGATE

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

- (a) the right to be treated fairly and to perform their role without any discrimination in their employment

- (b) for the Union Delegate to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union
- (c) the right to place information related to permitted matters in prominent locations in the workplace except that the material must not breach freedom of association, privacy and other applicable laws
- (d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace
- (e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace
- (f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts
- (g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts
- (h) the right for reasonable time off to attend accredited union education
- (i) the right to take reasonable leave to work with the Union
- (j) the right to have reasonable time off to participate in the operation of the union
- (k) the right to address new employees about the benefits of union membership at the time that they enter employment or on their first day on site.

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

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##### **43.1 Union Delegate Facilities**

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

#### **44. UNION TRAINING LEAVE**

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

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

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

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

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

## **Part 10 COMPLIANCE**

### **46. TIME AND WAGE RECORDS**

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

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

#### 47. **SHAM CONTRACTING**

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- 47.1 Sham contracting occurs when an Employer engages an individual to perform building work under a contract for services where the true character of the engagement or proposed engagement is that of employment.
- 47.2 The Employer agrees they will not engage in sham contracting and recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Agreement.
- 47.3 The Employer will not enter into a contract with another person ("the Contractor") under which services in the nature of building work are to be provided to the employer, if:
  - (a) the services are to be performed by an individual (who is not the Contractor); and the individual has any ownership in, or is an officer or trustee of, the contractor; and
  - (b) if the contract were entered into with the individual, the contract would be a contract of employment.



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

#### 48. SECURITY OF PAYMENTS

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- 48.1 The Employer recognises that the under, non or late payment of building industry participants for services rendered can affect the entitlements of workers and the security of their employment.
- 48.2 The Employer acknowledges its obligations under the Building and Construction Industry Payments Act 2004 (as amended) and the Subcontractors Charges Act 1974.
- 48.3 The Employer will not engage in illegal or fraudulent phoenix activities for the purpose of avoiding any payment due to another building contractor or building industry participant or other creditor.
- 48.4 The Employer will:
- (a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors; and
  - (b) ensure that payments which are due and payable are made in accordance with applicable legislative requirements; and
  - (c) have a documented dispute settlement process in accordance with all applicable legislative requirements that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and must comply with that process; and
  - (d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.
  - (e) Principal contractors and contractors will ensure reasonable allowance is included in contracts taking into account historic weather conditions and forecast rainfall.
  - (f) The Employer will keep records demonstrating its compliance with clause 48.4 above. The Employer will, within 7 days of receiving a written request from the Union who has

a reasonable belief of a non-compliance with clause 48.4 above, provide evidence demonstrating its compliance. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

#### 49. **TEMPORARY FOREIGN LABOUR**

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

#### 50. **QUALITY BUILDING MATERIALS**

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- 50.1 The Parties recognise the complex issue of non-conforming building products (NCBPs). NCBPs are building products about which false claims have been made as to their quality and purpose or do not meet required standards for their intended use. A building product is non-conforming if, in association with a building, the product:
- (a) is not, or will not be, safe; or
  - (b) does not, or will not, comply with relevant regulatory provisions; or
  - (c) does not perform, or is not capable of performing, for the use to the standard represented.
- 50.2 The Parties recognise that domestically sourced and manufactured conforming building products are less likely to create the above conditions and accordingly wish to maximise the use of domestically sourced and manufactured building materials by the Employer.

- 50.3 The Employer will only use products in building work that comply with relevant Australian standards published by, or on behalf of, Standards Australia in accordance with the National Construction Code.
- 50.4 In order to maintain compliance, the Employer will maintain records in accordance with the Building and Construction Legislation (Non-Conforming Building Products – Chain of Responsibility and Other Matters) Amendment Act 2017
- 50.5 The Employer will, within 7 days of receiving a written request from the Union, provide a copy of the records which it is required to be keep pursuant to the previous clause 50.4 above.

## **51. COMPLIANCE WITH THIS AGREEMENT**

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- 51.1 Complaints, queries and concerns regarding entitlements paid in relation to the Award or this Agreement shall be raised and resolved in accordance with the disputes procedure in this Agreement. Authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements. Relevant Union Officials shall be provided access to time and wages records in accordance with the FW Act.
- 51.2 The Employer will conduct an audit using the Audit Form provided for in APPENDIX 8 to confirm compliance with:
- (a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation.
  - (b) Legislative requirements such as:
    - (i) the Fair Work Act 2009; or
    - (ii) QLD/NT Workers Compensation; or
    - (iii) Superannuation; and
    - (iv) Long Service Leave.
- 51.3 This audit will be conducted when there is a request from the Union that that there is a reasonable suspicion of non-compliance. The audit will be undertaken in accordance with ISO9001-2008 by an auditing company agreed between the Employer and the Union. A copy of the audit record will be provided to the Union, and any representative nominated by the Employee.

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

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

## **53. SEVERABILITY**

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

## APPENDIX 1 – RATES OF PAY

MOBILE CRANE CLASSIFICATIONS - RATES OF PAY							
MOBILE CRANES							
	Occupations (as appointed)		1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
MC0	New Entrant (3 months)	p/w	\$ 1,415.02	\$ 1,485.77	\$ 1,560.06	\$ 1,638.06	\$ 1,719.97
		p/h	\$ 39.31	\$ 41.27	\$ 43.34	\$ 45.50	\$ 47.78
MC1	Rigger, Dogman	p/w	\$ 1,688.53	\$ 1,772.95	\$ 1,861.60	\$ 1,954.68	\$ 2,052.41
		p/h	\$ 46.90	\$ 49.25	\$ 51.71	\$ 54.30	\$ 57.01
MC2	Up to 20 tonnes, Dogman or Rigger with class HC Licence	p/w	\$ 1,728.59	\$ 1,815.02	\$ 1,905.77	\$ 2,001.06	\$ 2,101.12
		p/h	\$ 48.02	\$ 50.42	\$ 52.94	\$ 55.59	\$ 58.36
MC3	Over 20 tonnes and up to 60 tonnes,	p/w	\$ 1,783.03	\$ 1,872.18	\$ 1,965.79	\$ 2,064.08	\$ 2,167.28
		p/h	\$ 49.53	\$ 52.00	\$ 54.61	\$ 57.34	\$ 60.20
MC4	Over 60 tonnes and up to 100 tonnes, , Intermediate Rigger	p/w	\$ 1,837.08	\$ 1,928.93	\$ 2,025.38	\$ 2,126.65	\$ 2,232.98
		p/h	\$ 51.03	\$ 53.58	\$ 56.26	\$ 59.07	\$ 62.03
MC5	Over 100 tonnes and up to 200 tonnes, Trades Person	p/w	\$ 1,886.60	\$ 1,980.93	\$ 2,079.97	\$ 2,183.97	\$ 2,293.17
		p/h	\$ 52.41	\$ 55.03	\$ 57.78	\$ 60.67	\$ 63.70
MC6	Over 200 tonnes and up to 300 tonnes	p/w	\$ 1,982.23	\$ 2,081.34	\$ 2,185.41	\$ 2,294.68	\$ 2,409.42
		p/h	\$ 55.06	\$ 57.82	\$ 60.71	\$ 63.74	\$ 66.93
MC7	Over 300 tonnes and up to 400 tonnes	p/w	\$ 2,023.06	\$ 2,124.21	\$ 2,230.42	\$ 2,341.94	\$ 2,459.04
		p/h	\$ 56.20	\$ 59.01	\$ 61.96	\$ 65.05	\$ 68.31
MC8	Over 400 tonnes and up to 500 tonnes	p/w	\$ 2,076.73	\$ 2,180.57	\$ 2,289.60	\$ 2,404.08	\$ 2,524.28
		p/h	\$ 57.69	\$ 60.57	\$ 63.60	\$ 66.78	\$ 70.12
MC9	Over 500 tonnes and up to 600 tonnes	p/w	\$ 2,140.61	\$ 2,247.64	\$ 2,360.03	\$ 2,478.03	\$ 2,601.93
		p/h	\$ 59.46	\$ 62.43	\$ 65.56	\$ 68.83	\$ 72.28
MC10	Over 600 tonnes and up to 700 tonnes	p/w	\$ 2,196.94	\$ 2,306.78	\$ 2,422.12	\$ 2,543.23	\$ 2,670.39
		p/h	\$ 61.03	\$ 64.08	\$ 67.28	\$ 70.65	\$ 74.18
MC11	700 tonnes (+\$1.59 for every 100 tonnes above 700 tonnes)	p/w	\$ 2,257.42	\$ 2,370.29	\$ 2,488.80	\$ 2,613.24	\$ 2,743.90
		p/h	\$ 62.71	\$ 65.84	\$ 69.13	\$ 72.59	\$ 76.22

- a) Where a Rigger/Dogman is assigned to a crane at the MC6 to the MC7 level the Rigger/Dogman will be paid at the hourly rate of classifications MC4 as minimum.
- b) Where a Rigger/Dogman is assigned to a crane being paid at classification MC8 or above, the Rigger/Dogman will be paid at the hourly rate of the classification two levels below the Crane Driver to a maximum of MC7.
- c) For the avoidance of doubt employees will revert to their base classification rate when not maintaining, operating or rigging a particular crane which is above the employees base classification.

<b>TRAINEE RATES OF PAY</b>		<b>1/07/2023</b>	<b>1/07/2024</b>	<b>1/07/2025</b>	<b>1/07/2026</b>	<b>1/07/2027</b>
Stage 4 Traineeship (max 6 months)	p/w	\$1,555.73	\$1,633.52	\$1,715.19	\$1,800.95	\$1,891.00
(90% of Up to 20 tonnes, Dogman or Rigger with class HC Licence)	p/h	\$43.22	\$45.38	\$47.65	\$50.03	\$52.53
Stage 3 Traineeship (max 6 months)	p/w	\$1,296.44	\$1,361.26	\$1,429.33	\$1,500.79	\$1,575.83
(75% of Up to 20 tonnes, Dogman or Rigger with class HC Licence)	p/h	\$36.02	\$37.82	\$39.71	\$41.69	\$43.78
Stage 2 Traineeship (max 6 months)	p/w	\$1,037.15	\$1,089.01	\$1,143.46	\$1,200.64	\$1,260.67
(60% of Up to 20 tonnes, Dogman or Rigger with class HC Licence)	p/h	\$28.81	\$30.25	\$31.77	\$33.35	\$35.02
Stage 1 Traineeship (max 6 months)	p/w	\$864.30	\$907.51	\$952.89	\$1,000.53	\$1,050.56
(50% of Up to 20 tonnes, Dogman or Rigger with class HC Licence)	p/h	\$24.01	\$25.21	\$26.47	\$27.79	\$29.18

<b>APPRENTICE RATES OF PAY</b>		<b>1/07/2023</b>	<b>1/07/2024</b>	<b>1/07/2025</b>	<b>1/07/2026</b>	<b>1/07/2027</b>
Stage 4 Apprenticeship	p/w	\$1,698.03	\$1,782.93	\$1,872.08	\$1,965.68	\$2,063.96
(90% of Over 100 tonnes and up to 200 tonnes)	p/h	\$47.17	\$49.53	\$52.00	\$54.60	\$57.33
Stage 3 Apprenticeship	p/w	\$1,415.02	\$1,485.77	\$1,560.06	\$1,638.06	\$1,719.97
(75% of Over 100 tonnes and up to 200 tonnes)	p/h	\$39.31	\$41.27	\$43.34	\$45.50	\$47.78
Stage 2 Apprenticeship	p/w	\$1,132.02	\$1,188.62	\$1,248.05	\$1,310.45	\$1,375.97
(60% of Over 100 tonnes and up to 200 tonnes)	p/h	\$31.44	\$33.02	\$34.67	\$36.40	\$38.22
Stage 1 Apprenticeship	p/w	\$943.35	\$990.52	\$1,040.05	\$1,092.05	\$1,146.65
(50% of Over 100 tonnes and up to 200 tonnes)	p/h	\$26.20	\$27.51	\$28.89	\$30.33	\$31.85

## APPENDIX 2 -ALLOWANCES

ALLOWANCE TITLE	1/07/2022	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
Confined spaces	\$1.32	\$1.39	\$1.46	\$1.53	\$1.60	\$1.68
HSR Allowance	\$2.51	\$2.64	\$2.77	\$2.91	\$3.05	\$3.20
Delegate Allowance	\$2.51	\$2.64	\$2.77	\$2.91	\$3.05	\$3.20
First-aid attendant (minimum qualification) per day	\$4.40	\$4.62	\$4.85	\$5.09	\$5.35	\$5.62
Higher first aid cert. per day	\$6.95	\$7.30	\$7.66	\$8.05	\$8.45	\$8.87
Leading hand not more than 1	\$0.81	\$0.85	\$0.89	\$0.94	\$0.98	\$1.03
Leading hand 2 and not more than 5	\$1.75	\$1.84	\$1.93	\$2.03	\$2.13	\$2.23
Leading hand 6 and not more than 10	\$2.23	\$2.34	\$2.46	\$2.58	\$2.71	\$2.85
Leading hand more than 10	\$2.96	\$3.11	\$3.26	\$3.43	\$3.60	\$3.78
Living away from home allowance (per day)	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00
LAHA Daily Meal Allowance	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Meal allowance (per instance)	\$21.58	\$22.66	\$23.79	\$24.98	\$26.23	\$27.54
Multi-storey: commencement to 15th floor	\$1.46	\$1.53	\$1.61	\$1.69	\$1.77	\$1.86
Multi-storey: 16th to 30th	\$1.74	\$1.83	\$1.92	\$2.01	\$2.11	\$2.22
Multi-storey: 31st to 45th	\$2.71	\$2.85	\$2.99	\$3.14	\$3.29	\$3.46
Multi-storey: 46th to 60th	\$3.50	\$3.68	\$3.86	\$4.05	\$4.25	\$4.47
Multi-storey: 61st and onwards	\$4.28	\$4.49	\$4.72	\$4.95	\$5.20	\$5.46
Tool Allowance	\$2.60	\$2.73	\$2.87	\$3.01	\$3.16	\$3.32
Travelling outside radial areas (per Km)	\$0.85	\$0.89	\$0.94	\$0.98	\$1.03	\$1.08
Transfers during working hours (per Km)	\$1.53	\$1.61	\$1.69	\$1.77	\$1.86	\$1.95
Compensation for tools (one off payment for Trainees/Apprentices)	\$2,777.51	\$2,916.39	\$3,062.20	\$3,215.32	\$3,376.08	\$3,544.88

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

## APPENDIX 3 – RDO CALENDARS

### 2023 RDO CALENDAR

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

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

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

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

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

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

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

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

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

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

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

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

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



## 2024 RDO CALENDAR

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

February						
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				

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





## 2025 RDO CALENDAR

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

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

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

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

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## APPENDIX 4 – IMPAIRMENT POLICY

### 1. PRINCIPLES

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

### 2. SCOPE

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

### 3. STRUCTURE

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

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

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

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

### 4. OBJECTIVES

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

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

## **5. RESPONSIBILITIES**

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### 5.1. The employer shall:

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

### 5.2. Employees shall:

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

## **6. POLICY IMPLEMENTATION WILL INVOLVE THE FOLLOWING STEPS.**

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

## 7. DEFINITION OF A WORKER

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

## 8. TRAINING

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

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

8.7. Preliminary Impairment Assessor (PIA)

- (a) PIA training must be a minimum of (4) hours in length and must cover the following topics:
    - (i) Understanding the signs of impairment;
    - (ii) Conflict resolution;
    - (iii) Skills to conduct an impairment Assessment;
    - (iv) Overview of what a PIA is;
    - (v) What are possible impairment factors;
    - (vi) Causes and symptoms of impairment;
    - (vii) Investigative skills.
  - (a) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:
    - (i) the training session will not interfere with workers wanting to use the room for smoko or lunch; or
    - (ii) the training session will not be interfered with by workers wanting to use the room in general.
- 8.8. No worker can be tested for drugs and/or alcohol unless they have been trained in this policy.

## 9. TESTING METHODS

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9.1. Alcohol Testing Method

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

9.2. Drug Testing Method

Drug testing may only be performed by oral fluid testing;

9.3. The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Process for specimen collection and the detection and quantitation of drug in oral fluid);

- (a) The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;
  - (b) The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).
- 9.4. As part of this policy with regards to Drug and Alcohol testing the following substances must be tested for:
- (a) Alcohol;
  - (b) Opiates;
  - (c) THC;
  - (d) Cocaine;
  - (e) Benzodiazepines;
  - (f) Amphetamine; and
  - (g) Methamphetamine

## **10. TESTING PROVIDER**

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

## **11. ROOM REQUIREMENTS**

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- 11.1. Each workplace shall have a room nominated for use to undertake drug and alcohol testing consistent with this procedure. This room will not normally be the first aid room at a workplace unless a workplace has multiple first aid rooms and the use of a first aid room for the purpose of drug and alcohol testing will not affect the ability of the workplace to respond to a first aid incident.
- 11.2. The room selected for use must so far as reasonably practicable:
  - (a) Provide privacy for the Worker being tested including but not limited to:
    - (i) Have a closing door;

- (ii) Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows;
- (iii) Not allow conversations to be casually overheard by other workers;
- (b) Be clean and hygienic;
- (c) Be free from interruption whilst testing is being undertaken;
- (d) Include discrete entry and exit.

**12. TESTING REQUIREMENTS -**

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- 12.1. Workplaces -
- 12.2. On workplaces where the value of the Commonwealth’s contribution to the project that includes the building work is at least \$5,000,000, and represents at least 50% of the total construction project value or the Commonwealth’s contribution to the project that includes the building work is at least \$10,000,000 (irrespective of its proportion of the total construction project value) the following minimum testing requirements must be adhered to.
- 12.3. Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.
- 12.4. Drugs -As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual agreement by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:
  - (a) where there are less than 30 Workers at a workplace – at least 10% of the workforce;
  - (b) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and
  - (c) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;
  - (d) The frequency of testing and the number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

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

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



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

### **13. PRESCRIBED MEDICATIONS**

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- 13.1. Workers that are taking Prescribed Drugs or Pharmacy Only Drugs that they believe could register a positive test result should inform the Authorised Testing Agent prior to undergoing any requested test
- 13.2. If a Worker fails to declare that they are taking Prescribed Drugs or Pharmacy Only Drugs before being tested and they record a Non Negative Result Initial Test result, a post test declaration will not be considered relevant to the result and the Worker will be excluded from duty for the remainder of the shift, subject to a Confirmatory Test.
- 13.3. Workers who record a Non Negative Result Initial Test result will be excluded from their work duties and the workplace until a Confirmatory Test result has been received.
- 13.4. If that confirmatory result is a Positive Result Confirmatory Test, then:
  - (a) The terms and conditions of the applicable industrial agreement shall be observed in relation to consultation and consequence management action.
- 13.5. When a confirmatory test result is negative or the result recorded is less than the target level or is consistent with a level expected from therapeutic use of a Prescribed Drug or Pharmacy Only Drug, which was advised by the Worker, then the test result shall be considered a Negative Result Initial Test for the purpose of any consequence management action
- 13.6. Where a Worker is excluded from the workplace as a result of a Non Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:
  - (a) Whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;
  - (b) The level of the medication detected is consistent with therapeutic use;
  - (c) Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and
  - (d) The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

### **14. SPECIAL CIRCUMSTANCES FOR PRESCRIPTION MEDICATION**

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- 14.1. A Worker participating in a treatment plan for a medical condition, managed by a Registered Medical Practitioner and involving a Prescribed Drug/Only Drug could result in a Non Negative Result Initial Test if they are selected for Drug and Alcohol testing.
- 14.2. If in the above circumstance a Non Negative Result Initial Test occurs, and provided that the Worker has:
  - (a) Declared their use of the Prescribed Drug/Pharmacy Only Drug in a letter less than 12 months old from a registered medical practitioner before the commencement of testing; and

- (b) Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;
  - (c) Then the Non Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker shall be allowed to remain at work but must be precluded from high risk construction work activity until the result of the confirmatory test is known.
- 14.3. Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are consistent with that prescribed by the prescribed medical practitioner, then a Negative Result shall be recorded and no results retained.
- 14.4. Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are not consistent with that prescribed by the Registered Medical Practitioner or another drug(s) type is recorded then a positive result confirmatory test shall be recorded.
- 14.5. Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

## 15. TESTING RESULTS

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### 15.1. Alcohol

- (a) A worker who returns a negative alcohol test will be allowed to return to work with no record of the test kept. A worker who returns a positive result for alcohol (above 0.00mg/ml) will be deemed not fit work and will not be permitted to return to work;
- (b) When a worker tests positive to alcohol in their system the workers blood alcohol concentration (BAC) may be decreasing or it may be increasing. In the interests of safety the Workers will be directed to remain within the testing vicinity and they will be re-tested no sooner than 60 minutes after the original test;
- (c) If the second test result is 0.000% the test will be regarded as negative and the Worker may return to normal duties. A Positive Result Confirmatory Test will not be recorded in these circumstances;
- (d) If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;
- (e) Alcohol testing shall be carried out by an Authorised Testing Agent agreed upon by the PC/Employer and the Union. The following steps shall be undertaken:
  - (i) Details of the identity of the Worker to be tested shall be recorded including the workplace name, work area and their employer will be listed on a drug and alcohol testing record form by the independent Authorised Testing Agent:
  - (ii) Workers with a BAC of greater than zero (greater than 0.000%) shall discontinue any work activities and shall be directed to undertake a second test sixty (60) minutes after the first test and the results recorded on a Drug and Alcohol Testing record Form by the independent Authorised Testing Agent:
  - (iii) Where the second test indicates a level greater than 0.00% BAC the Worker will be further excluded from work duties for the remainder of the shift;
  - (iv) Where a Worker is to be sent home using their own transport this shall only be permitted if the blood alcohol concentration test result is below that prescribed

by applicable road transport legislation and has been determined as not rising for that Worker.

- (v) Note: If the Worker's blood alcohol concentration result is greater than or equal to 0.05% BAC, all reasonable assistance is to be afforded to ensure an affected Worker can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor).
- (vi) Contractors will be responsible for the management/arrangements for their employees in accordance with their own employment arrangements.
- (vii) Any Worker that is excluded from work duties for the remainder of a shift or sent home, must, before commencing work for their next shift undertake an alcohol breath test prior to commencing that shift. If the results are negative (0.00mg/ml) the Worker shall be allowed to commence work. If the Worker returns a positive test they will not be allowed to commence work, hence page 12 of this document, 15.1 Alcohol- d) will apply.

## 15.2. Drugs

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

## 16. FORMS OF TESTING

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### 16.1. Self-Testing

- (a) The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce;
- (b) Where self-test facilities are made available voluntary or self-testing for alcohol will be available for Workers prior to presenting for work. A wall mounted breathalyser (optional) will be located in an area that provides for discrete privacy for the worker, whilst completing the test so the test results cannot be inadvertently observed and disclosed to other parties;

- (c) A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, all Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they're impaired.

#### 16.2. Random Shift Testing

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

#### 16.3. For Cause Testing

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

#### 16.4. Post Incident Testing

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

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

#### 16.5. Reasonable Concern Testing

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

#### 16.6. Testing of Minors

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

### 17. REFUSAL TO TEST

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- 17.1. If a Worker refuses to participate in workplace Drug and Alcohol testing the following will apply:
  - (a) The Employer, will inform the Worker and the workers chosen representative, that the refusal will have the same consequences as a non-negative result, i.e. that the employee will be deemed to be unfit for work due to the presence of alcohol or drugs;
  - (b) If the worker still refuses, the Employer and the PIA, shall consult with the worker and the workers chosen representative, regarding the requirements, process and

consequences of refusing to test and encourage them to partake in the test. This would be the second request to be tested;

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

## **18. DISCIPLINARY ACTION**

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

## **19. SUPPORT**

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- 19.1. The Principle Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:
  - (a) allowing access to any Union support programs; and
  - (b) provide an employer funded Employee Assistance Provider (EAP) to be available to workers.

- 19.2. The worker will be allowed to access a Union support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

## **20. SELF- DECLARATION**

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

## **21. PRIVACY**

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

## **22. CONSULTATION**

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- 22.1. If a party believes that an amendment to the impairment policy is required, they shall request and organise a consultation meeting involving the Employer, the Union and any other relevant stakeholders.
- 22.2. The attendees shall seek to reach agreement on any proposed amendments.

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



**APPENDIX 6 – AUDIT FORM**

EMPLOYER NAME: \_\_\_\_\_

ABN NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRINCIPAL NAME: \_\_\_\_\_

PRINCIPAL TITLE: \_\_\_\_\_

WORKCOVER POLICY NUMBER: \_\_\_\_\_

Number of personnel: \_\_\_\_\_

Overtime 1½x \_\_\_\_\_

Overtime 2x \_\_\_\_\_

Base Hourly Rate \_\_\_\_\_

Fares & Travel \_\_\_\_\_

CBUS/BUSS(Q):                     Yes                     No

BERT:                                 Yes                     No

BEWT:                                Yes                     No

CIPQ:                                 Yes                     No

RDO Accrual:                     Yes                     No

Annual Leave:                     Yes                     No

Sick Leave:                         Yes                     No

PSLS:                                 Yes                     No

Group Tax:                          Yes                     No

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

..... PRINCIPAL

AUTHORISED BY CPA/INSTITUTE OF CHARTERED ACCOUNTANTS

EMPLOYER NAME:

NAME OF ACCOUNTANT:

REGISTRATION DETAILS

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

..... CERTIFIED PRACTISING ACCOUNTANT

## **APPENDIX 7 - CALCULATION OF SUPERANNUATION**

The rates as calculated under Superannuation in this Agreement have been calculated using the agreed industry formula as follows:

### **Employer Contribution**

12% of the sum of:

CW3 – carpenters rate (36 hours);  
Site allowance p/h (\$50m project);  
leading hand rate (2-5) p/h; and  
fares and travel 5 day week.

### **Co-contribution**

CW3 – carpenters rate (36 hours);  
Site allowance p/h (\$50m project);  
leading hand rate (2-5) p/h; and  
fares and travel 5 day week.

**ENDORSEMENT OF THE AGREEMENT**

Signed for and on behalf of **Boom Logistics Ltd** (ABN 28095466961)

I, Rod Welfare, General Manager of Boom Logistics Ltd am authorised to sign the Agreement on behalf of **Boom Logistics Ltd**:



SIGN NAME

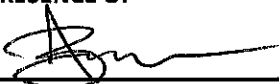
184 Curtin Avenue West, EAGLE FARM BC, QLD, 4009

ADDRESS

19/04/2024.

DATE

IN THE PRESENCE OF



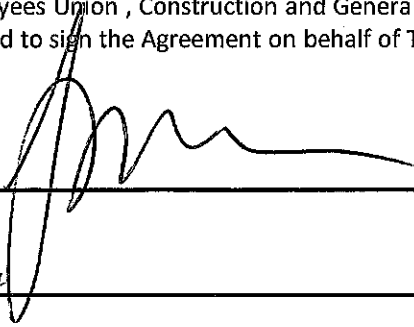
WITNESS SIGNATURE

ANDREW BROOKS

WITNESS NAME

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

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



SIGN NAME

19.4.2024

DATE

16 Campbell Street, Bowen Hills, Qld, 4006

ADDRESS

IN THE PRESENCE OF



WITNESS SIGNATURE

Emma Eaves

PRINT NAME