

**Best Practice Industry  
Conditions  
(BPIC) – Queensland  
Renewable Energy  
Facilities and Related  
Construction Projects  
2023 – 2027**



**Queensland  
Government**

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# OVERVIEW

Best Practice Industry Conditions for Queensland Renewable Energy Facilities and Related Construction Projects 2023 – 2027 (Renewable Energy BPIC)

## Preamble

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

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

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

To assist with the industrial relations commitment, the Queensland Government has developed this set of Industry Conditions entitled the Best Practice Industry Conditions Renewable Energy Facilities and Related Construction Projects (Renewable Energy BPIC) to apply for the period 2023-2027 to assist with tendering for renewable energy projects with a total project value over \$100 million (or declared).

These conditions set standards to ensure that a workforce with optimal levels of skills and experience is attracted and retained for the life of a project's delivery and ensure that relevant stakeholders can interact in a positive, collaborative and productive way through to successful project completion.

The Renewable Energy BPIC sets the Queensland Government's expectations for the wages and conditions that will apply on renewable energy projects valued at \$100M or over (and declared projects). These include solar farms, wind farms, and related infrastructure. The Queensland Renewable Energy and Procurement Policy specifies which projects are in-scope for Renewable Energy BPIC.

The sites for these projects will vary and include regional and remote locations. Consequently, the conditions contain provisions to accommodate work in these areas and enable negotiations for rostered work and shift work.

These conditions set the parameters for the negotiation of specific workplace arrangements and aim to provide the basis for good relationships between business organisations, employees, and their representatives.

Successful projects rely heavily on the quality of these relationships to solve problems as they arise and deliver complex projects.

The Queensland Government is committed to project delivery at a speed that meets its renewable energy ambitions.

The capacity to apply this BPICs is a threshold/mandatory criteria to being shortlisted through the tender process.

It is noted that this set of Industry Conditions does not apply to off-site prefabrication of made-to-order components to form part of any building, structure or works, unless that work is performed on an auxiliary or holding site that is separate from the primary construction site or sites.

### *Implementation of Conditions of Employment*

Contractors engaged on Queensland Government projects are to recognise the priority of having in place legally binding and enforceable workplace arrangements with conditions of employment that meet or exceed the minimum the Conditions of Employment required by this BPIC policy.

In particular, contractors must ensure that workplace arrangements will:

- be no less favourable to employees than the conditions in this BPIC policy;
- ensure the consultative and dispute resolution measures that meet or exceed the minimum requirements in this BPIC policy apply;
- be established through a bargaining process that does not offend the genuine bargaining principles of the *Fair Work Act*; and
- have a period of operation and scope that covers the life of the project, and/or ensures the project is protected from a bargaining period that enables protected industrial action.

In addition, the tender processes will be seeking contractors that have a plan for the engagement of subcontractors/suppliers who will implement workplace arrangements that are no less favourable to employees than the conditions of employment in this BPIC policy.

While the nature of the workplace arrangements is a matter for contractors, they can include lawfully established Project Agreements. The Queensland Government particularly acknowledges the valuable contribution that project agreements can make to promote fair, cooperative and productive workplace relations.

All persons to which this BPIC policy applies (as set out in section 5, eg. relevant unions) are to be invited to participate in the creation of the workplace arrangements/project agreements that are proposed by a contractor.

Contracts for projects covered by this BPIC will be conditional on the contractor's proposed workplace arrangements being put in place by a specified date, failing which the contract will be at an end.

# PART 1 - COMMON CLAUSES

## 1. TITLE

- 1.1. This document will be known as the *Best Practice Industry Conditions – Queensland Renewable Energy Facilities and Related Construction Projects 2023 – 2027 (BPIC)* and applies to Queensland government funded renewable energy projects over \$100 million (or as declared).

## 2. OBJECTIVES OF THIS BPIC

- 2.1. The key objective of this BPIC is to set out the minimum terms and conditions of employment for Employees performing work on <Project> which is a Queensland Government funded project. The objectives of this BPIC are as follows:
- (a) promote safe working conditions;
  - (b) a functional work/life balance;
  - (c) a comfortable standard of living; and
  - (d) provide a framework that seeks to maximise productivity and minimise lost time. The Parties to this BPIC recognise that genuine communication and early consultation is the best way to maximise productivity and minimise lost time.
- 2.2. Where there is an inconsistency with a term in the 'Common Clauses' and a term in the relevant Part or Appendix, the term of the relevant Part or Appendix shall prevail to the extent of any inconsistency, unless the term of the Common Clause is more beneficial, in which case the term of the Common Clause shall prevail.

## 3. DEFINITIONS

- 3.1. The following definitions shall apply to this BPIC:

**ACIRT** means the redundancy fund known as the Australian Construction Industry Redundancy Trust.

**Adult Apprentice** means any person who is 21 years of age or over at the time of commencing an Apprenticeship.

**Apprentice or Trainee** means an apprentice or trainee within the meaning of the *Further Education and Training Act 2014 (Qld)*. **Apprenticeship** and **Traineeship** have a corresponding meaning.

**Asset** means the renewable energy or related construction asset which will be constructed as part of the Project.

**Award** means the *Building and Construction General On-site Award 2020; Electrical, Electronic and Communications Contracting Award 2020; Mobile Crane Hiring Award 2020; Manufacturing and Associated Industries and Occupations Award 2020* and the *Plumbing and Fire Sprinklers Award 2020*; each as amended from time to time.



**Australian Super** means the superannuation fund known as Australian Super.

**Base Hourly Rate** means the rate of pay payable to an Employee for their ordinary hours of work prescribed by the relevant Part of this BPIC for the Employee's classification, not including bonuses, loadings, monetary allowances, overtime or penalty rates or other separately identifiable amounts.

**BUSS(Q)** means the superannuation fund known as BUSS(Q).

**BERT** means the redundancy fund known as Building Employees Redundancy Trust.

**BEWT** means the training fund known as Building Employees Welfare Trust.

**CBUS** means the superannuation fund known as CBUS.

**CIRT** means the redundancy fund known as Contracting Industry Redundancy Trust.

**CIPQ** means the income protection fund known as CIPQ, operated by Construction Income Protection Ltd.

**Chifley Income Protection** means the income protection fund operated by Chifley Services Pty Ltd.

**Construction Worker (Building)** means an Employee as described within clause 4.3(a) and falls within the classification of Schedule A of the *Building and Construction General On Site Award 2020* as amended from time to time.

**Construction Worker (Civil)** means an Employee as described in clause 4.3(b) and falls within the classification of Schedule A of the *Building and Construction General On Site Award 2020* as amended from time to time.

**Continuous Shift Worker** means, for the purpose of the additional week of annual leave provided by the NES, 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.

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

**Double time** means 200% of the Base Hourly Rate.

**Double time and a half** means 250% of the Base Hourly Rate.

**Early Start Penalty** is a penalty applied to hours worked prior to 6am on day shifts starting between 4am and 6am that will be paid for at 200% of the ordinary rate and accrue towards the totally ordinary hours for the day.

**Electrical Worker** means an Employee who falls within the classification of Schedule A of the *Electrical, Electronic and Communications Contracting Award 2020*, as amended from time to time.

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**Employee** means an employee of the Employer engaged on the Project in any of the classifications set out in of this BPIC. For the purposes of a specific Part of this BPIC, Employee will have the meaning given in that Part.

**Employee Representative** means a duly elected or appointed by Employees, representative for the purpose of representing those Employees and includes a Union Delegate, with the right to the represent the industrial interests of the Employee/s concerned.

**Employer** means <Name><ACN><ABN> of <Address>.

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

**FWC** means the Fair Work Commission.

**Health and Safety Representative, or “HSR”**, means a member of a designated work group elected to represent that designated work group on matters relating to occupational health and safety, with the right to the represent the industrial interests of the Employee/s concerned.

**Income Protection Insurance** means the fund named in the relevant Part of this BPIC.

**JetCo** or **JETCO** means the Joint Electrical Training Council training fund.

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

**Leading Hand** means an Employee who is given by the responsibility of directing and/or supervising the work of one or more other persons by the Employer or Employer's agent.

**Metal Worker** means an Employee who falls within the classification of Schedule A of the *Manufacturing and Associated Industries and Occupations Award 2020*, as amended from time to time.

**NES** means the National Employment Standards, as contained in the FW Act, as amended or replaced from time to time.

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

**PCBU** means a person conducting a business or undertaking, as defined in the WHS Act.

**Permanent Employees** means all Employees (being daily hire and weekly hire Employees) other than casual Employees.

**Plumbing Worker** means an Employee who falls within the classification of Schedule A of the *Plumbing and Fire Sprinklers Award 2020*, as amended from time to time.

**Principal Contractor** has the meaning given in the WHS Act.

**QIRC** means Queensland Industrial Relations Commission.

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

**Personal Information** has the meaning given to it in the *Privacy Act 1988* (Cth), as amended or replaced from time to time.

**Project** means <Project name and brief description> located at <location>.

**Protect** or **PROTECT** means the redundancy fund known as Protect.

**QLeave** means the portable long service leave fund known as QLeave.

**SGA** means the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended or replaced from time to time.

**Site Manager** means the person appointed by the Employer as the site manager of the Project site.

**South East Queensland** means the region comprised of the following Statistical Areas Level 4 (SA4) as defined by the Australian Bureau of Statistics: Brisbane-East, Brisbane-North, Brisbane-South, Brisbane-West, Brisbane Inner City, Gold Coast, Ipswich, Logan-Beaudesert, Moreton Bay-North, Moreton-Bay-South, Sunshine Coast and Toowoomba.

**Sprinkler Fitter** means an Employee who falls within the classification of Schedule A of the *Plumbing and Fire Sprinklers Award 2020*, as amended from time to time.

**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.

**STQ** means the Services Trades Queensland training fund.

**Union Delegate** means an Employee elected by Union members and endorsed by the Union to represent the interests of Union members, with the right to the represent the industrial interests of the Employee/s concerned. All Parties to this BPIC shall be notified as soon as practicable after the election of a Union Delegate.

**Union or Relevant Union** means the AWU, CFMEU, the ETU, the CEPU and/or the AMWU, as applicable, with the right to the represent the industrial interests of the Employee/s concerned.

**WageGuard** or **WAGEGUARD** means the income protection fund known as WageGuard.

**WIP Income Insurance** means the income protection fund known as Windsor Income Protection.

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

**WHS Committee** means <insert>.

**Workplace Impairment Policy and Procedures** means the Workplace Impairment Policy and Procedures found in Appendix 2.

**Work Cycle** means a roster cycle made up of working and non-working days.

## 4. DATE OF OPERATION

- 4.1. This Policy remains in force until 2/7/2027. Six months prior to expiry Industry stake holders will meet to review and modernize this policy.

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## 5. PARTIES TO THE IMPLEMENTATION OF THIS BPIC

5.1. The parties involved in the implementation of this BPIC to the Project are:

- (a) the Employer;
- (b) The Australian Workers' Union ("the AWU");
- (c) the Construction, Forestry, Maritime, Mining and Energy Union ("the CFMEU");
- (d) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union, Electrical, Energy and Services Division, Qld and NT Branch ("the ETU");
- (e) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union, Queensland and Northern Territory Plumbing Divisional Branch ("the CEPU");
- (f) Australian Manufacturing Workers' Union Queensland and Northern Territory Divisional Branch ("the AMWU"); and
- (g) Employees performing work on the Project, except for work excluded by clause 5.2.

The entities and persons specified at (a)-(g) above are collectively known as "the Parties".

5.2. This BPIC does not apply to off-site prefabrication of made-to-order components to form part of any building, structure or works, unless that work is performed on an auxiliary or holding site that is separate from the primary construction site or sites. For the avoidance of doubt, this BPIC applies to the off-site prefabrication of made-to-order components to form part of any building, structure or works if those works would normally be undertaken on the Project site.

## 6. RELATIONSHIP TO AWARDS

6.1. The following instrument(s) are incorporated into this BPIC:

- (a) Building and Construction General On-Site Award 2020, as amended from time to time;
- (b) Mobile Crane Hiring Award 2020, as amended from time to time;
- (c) Electrical, Electronic and Communications Contracting Award 2020, as amended from time to time;
- (d) Plumbing and Fire Sprinklers Award 2020, as amended from time to time; and
- (e) Manufacturing and Associated Industries and Occupations Award 2020, as amended from time to time.

6.2. Where this BPIC 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 BPIC and a term of the above instruments mentioned in clauses 6.1(a) to 6.1(e) above relevant to the coverage or the classification of the Employee, or a conflict between two terms of this BPIC, the higher wage outcome or other outcome more favourable to the Employee will apply.

6.3. For clarity, and to avoid all doubt, the Appendices form part of this BPIC.

## 7. INCLUSION

- 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), as amended or replaced from time to time.
- 7.2. It is the intention of the Parties to this BPIC to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* (Qld) which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity, sexual orientation, breastfeeding, gender identity and intersex status and association with, or relation to, a person identified on the basis of the above attributes;
  - (b) sexual harassment; and
  - (c) racial and religious vilification.
- 7.3. Accordingly, in fulfilling their obligations under the grievance and disputes settling procedure in clause 8, the Parties to this BPIC must take reasonable steps to ensure that neither the BPIC provisions nor their operation are directly or indirectly discriminatory in their effects.
- 7.4. Under the *Anti-Discrimination Act 1991* (Qld) it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 7.5. Nothing in clause 7 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991* (Qld);
  - (b) an Employee, Employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Queensland Human Rights Commission.

### FIRST NATIONS PEOPLE

- 7.6. The Parties recognise there is a significant population of First Nations People within Queensland. The Employer shall use its best endeavours to employ a minimum of 5% of its total workforce on the Project who identify as First Nations People.
- 7.7. 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.
- 7.8. First Nations people will be entitled to cultural and ceremonial leave as per clause 7.10(a) below.

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- 7.9. A cultural ceremony will be arranged for the Project with the relevant traditional custodians of the land on which the Project is being built. The particulars of the cultural ceremony 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 Employer's commitment to the principles of social, restorative justice and cultural affirmation.
- 7.10. The Employer recognises that a supportive working environment for Aboriginal people and Torres Strait Islander people requires the redress of racism, social justice, exploitation and employment inequality. Reflecting the Parties' commitment to the principles of Aboriginal and Torres Strait Islander self-determination, social and restorative justice and cultural affirmation the Employer will develop a policy which provides for:
- (a) five (5) days paid leave for participation in cultural and ceremonial activities. Where additional leave is required access to annual and/or unpaid leave, this will be made available;
  - (b) skill and career development opportunities for First Nations Employees;
  - (c) the development of retention and promotion for First Nations Employees;
  - (d) an increase in First Nations employment targets in consultation with community organisations and the Union.
- 7.11. Where the workplace is a construction site, the Employer's obligations in clause 7.7 will be deemed to have been met, if provided by the Principal Contractor on the site.

## **WOMEN IN THE INDUSTRY**

- 7.12. The Parties respect equal employment opportunities and it is recognised that 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, parental leave and Job-Sharing initiatives are examples of this.
- 7.13. 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 WHS Committee.
- 7.14. The Parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism, or any other unacceptable behaviour will not be tolerated. Any such behaviour will be thoroughly investigated. Breaches of this clause will involve disciplinary action up to and including termination of employment. The Employer agrees to ensure appropriate avenues for reporting unacceptable behaviour are in place and all employees are made aware of those avenues.
- 7.15. Gender Respect inductions must be undertaken in accordance with Appendix 4 of this BPIC.

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## MATURE AGE WORKERS

- 7.16. 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 and to maintain a ratio of one (1) mature age worker to every eight (8) Employees covered by this BPIC. To the extent possible, this includes (but is not limited to) the preservation of jobs such as hoist operators, traffic controllers, peggies, store persons, and electrical/pipe trade commissioning and testing roles for workers over the age of 50.

## RETIREMENT TRANSITION PLAN

- 7.17. Employees who are approaching retirement may elect to engage with the Employer on a Retirement Transition Plan. The Employee will need to submit their request no earlier than six (6) months from the commencement date of the Retirement Transition Plan. The Retirement Transition Plan will encompass the individual circumstances of the Employee and be subject to operational requirements of the Employer. Applications from Employees for a Retirement Transition Plan will be considered on a case-by-case basis and agreed to by the relevant Union.

## 8. DISPUTES SETTLEMENT PROCEDURE

- 8.1. A major objective of this BPIC 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 this BPIC or incidental to the operation of this BPIC should be dealt with as close to its source as possible.
- 8.2. Disputes over matters arising from this BPIC (or any other dispute related to the employment relationship or the NES shall be dealt with according to the following procedure.
- 8.3. The pre-dispute Status Quo shall prevail while the matter is being dealt with in accordance with this procedure.
- 8.4. All Employees have the right to appoint a representative in relation to a dispute, including from a relevant Union with the right to represent the industrial interests of the Employee/s concerned. It is the express priority of all Parties to attempt to settle a dispute at the workplace level at first instance.
- 8.5. 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.

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- (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 at workplace level or where the procedure takes longer than 28 days, either of the parties or their representative shall refer the dispute at first instance to FWC.
  - (e) In resolving a dispute, the FWC may deal with the dispute using all the procedures available to it under the FW Act including:
    - (i) conciliation;
    - (ii) issuing a recommendation; or
    - (iii) expressing an opinion.
  - (f) If the dispute remains unresolved, the FWC may settle the dispute by arbitration.
- 8.6. This procedure shall be followed in good faith and without unreasonable delay.
- 8.7. 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.
- 8.8. 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

- 9.1. Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the life of the 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 those Employee(s) and their Union.
- 9.4. As soon as practicable and prior to implementation, the Employer must discuss with the Employees and their Union and/or their nominated representative/s 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, their 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



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- (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 their 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.

### CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK

- 9.9. Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with those Employee(s), their nominated representative/s and their 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, their Union and/or their nominated representative/s 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.

The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

Where a satisfactory resolution is reached at step (a), then steps (b) - (c) do not need to be followed.

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

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## 10. PROJECT CONSULTATIVE COMMITTEE & PROJECT CRITICAL PERIODS (PCP)

- 10.1. The Employer, the Employees and the Union representatives will form a consultative committee as a channel to foster two-way communications.
- 10.2. Where practicable, the Employer will circulate a written agenda 4 working days before the meeting. The Employer will be responsible for the creation and circulation of minutes from the committee meetings.
- 10.3. The topics for the consultative committee may include, but is not limited to, the following:
  - (a) camp utilisation levels;
  - (b) camp amenities and feedback;
  - (c) establishment of Project Critical Period (**PCP**);
  - (d) program of work and critical path; and
  - (e) upcoming milestones.

### PROJECT CRITICAL PERIODS

- 10.4. It is recognised by the Parties that the Project will have intensive periods of work which will be critical to achieving successful completion of the Project. The Parties are committed to the minimisation of disputation and stoppages during these periods. To achieve this, the Employer, Employees and Union will be proactive in their communication to resolve matters in advance of the PCP.
- 10.5. The onsite consultative committee will be appropriate forum to define and implement PCPs.

## 11. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

- 11.1. The operation of this clause is subject to relevant laws, as amended from time to time.
- 11.2. The Employer, the Employees and the Union agree that for the purposes of the WHS Act, matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.
- 11.3. The Parties agree that for the purposes of this procedure and the WHS Act the following persons shall be the representatives of the following parties:
  - (a) the Principal Contractor – 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 relevant Union; and
  - (d) a representative (as defined in the WHS Act) that is authorised by the worker to represent the worker,

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(collectively referred to as "Nominated Parties").

- 11.4. 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 about resolving the issue;
  - (d) inspect and take copies of any document that is directly relevant to resolving the issue;
  - (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; and
  - (f) attend site to assist with all matters relating to work health and safety but not for purposes for which a Right of Entry exists under Part 3-4 of the FW Act.
- 11.5. The Nominated Parties and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other Parties and/or representatives that:
- (a) there is an issue to be resolved; and
  - (b) the nature and scope of the issue.
- 11.6. As soon as the Parties and/or their representatives are informed of the issue, the Nominated Parties and/or their representatives must meet or communicate with each other to attempt to resolve the issue.
- 11.7. The Nominated Parties and/or their representatives must have regard to all relevant matters including:
- (a) the degree and imminent risk to the Employees or other persons affected by the issue;
  - (b) the number and location of Employees and other persons affected by the issue;
  - (c) the measures both temporary and permanent that must be implemented to resolve the issue;
  - (d) who will be responsible for implementing the resolution measures;
  - (e) whether the hazard or risk can be isolated; and
  - (f) the time that may elapse before the hazard or risk is permanently corrected.
- 11.8. Once the issue is resolved, details of the issue and its resolution must be documented in writing with all Nominated Parties and/or their representatives to be satisfied that the documentation reflects the resolution of the issue with a copy given to all Nominated Parties and/or their representatives to the issue. Once the issue is resolved the outcome shall be recorded in the next safety committee meeting minutes with the agreed resolution.

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- 11.9. The Nominated Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue. If there is no resolution within a reasonable period of time, any of the Nominated Parties attempting to resolve the issue may then ask Work Health and Safety Queensland, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.
- 11.10. 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 clauses 11.5 to 11.8 above,
- 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.
- (b) 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.
- 11.11. 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. Consultation between the relevant parties will occur throughout this procedure including with senior representatives of the Employer and the Union.

## 12. HEALTH AND SAFETY REPRESENTATIVES

- 12.1. The Employer and its Employees will comply with Part 5 of the WHS Act – Consultation, Representation and Participation, in relation to the establishment of a health and safety committee.
- 12.2. The Parties agree that the Unions will 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.
- 12.3. Parties covered by this BPIC recognise the important role of HSRs, who have a key role in the early intervention in health and safety issues under this BPIC.
- 12.4. 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.
- 12.5. Elected HSRs will be paid at the relevant rate with the additional allowances as per the sector of the industry they work in and represent.

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## 13. HEALTH AND SAFETY REPRESENTATIVE MEETINGS

- 13.1. A HSR will be allowed reasonable paid time during working hours to attend occupational health and safety matters, including meetings affecting employees he/she/they represents, providing that the HSR informs their manager.

## 14. AIR QUALITY PROCEDURE

### 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. The Department of Environment and Science website (<https://apps.des.qld.gov.au/air-quality/>) using the closest station to the work site (see instructions below).
- 14.4. Measuring of air quality will be as follows:
- (a) refer to Live air data;
  - (b) refer to Air quality and scroll on the map to view closest Station to the Project site; and
  - (c) refer to Air Quality Procedure (clauses 14.8 to 14.12).
- 14.5. Where site-based monitoring is undertaken it shall take precedence over measurements from the Department of Environment and Science website. Devices shall be certified to the Australian Standards AS3580 and operated by a competent person (e.g. occupational hygiene technician).

### BUSHFIRE SMOKE

- 14.6. 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”.
- 14.7. 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

- 14.8. The PCBU, Site Manager and WHS Representatives must alert Employees the day before extreme or excessive poor air quality conditions are expected.

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- 14.9. 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. Unaffected work areas will be monitored and continue without disruption.
  - 14.10. 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. Unaffected work areas will be monitored and continue without disruption.
  - 14.11. Inclement weather provisions of this BPIC shall be invoked. To be clear, all the provisions contained in clause 24 of the *Building and Construction General On-site Award 2020* shall apply in instances of poor air quality, including clause 24.14.
  - 14.12. All air quality related incidents are to be reported to the Employer, Site Safety Coordinator, WHS Committee and any relevant Employee representatives immediately.

### FIT TESTING

- 14.13. The accepted method of fit testing for all Respiratory Protective Equipment (“RPE”) is Quantitative fit testing.
- 14.14. Quantitative fit testing is the only method of testing to be used 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 Employee who is going to use it.

## 15. INCLEMENT WEATHER

- 15.1. The Parties are committed to working together to minimise the impact of inclement weather. The Employer will ensure reasonable allowance is included in contracts taking into account historic weather conditions and forecast rainfall.
- 15.2. Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, Extreme Hot Weather (as defined in clause 16), poor air quality, fire, flood, natural disaster, State of Emergency (as defined in clause 15.13), 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.
- 15.3. The Employer or its representative, when requested by the Employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in clause 15.2 apply.
- 15.4. The time work stops due to inclement weather and the resumption of work after a period of inclement weather has ended will be recorded by the Employer.
- 15.5. When inclement weather conditions exist, an affected Employee is not required to start or continue to work where it is unreasonable or unsafe to do so. In cases where emergency work is required or it is necessary to complete a concrete pour already commenced to a practical stage, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an Employee undertaking the work of an imminent risk to their health or safety whilst undertaking that work.

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- 15.6. Where emergency work or a concrete pour is completed in accordance with clause 15.5, work will be paid at the rate of 200% of the Base Hourly Rate calculated to the next hour, and in the case of wet weather, the Employee will be provided with adequate wet weather gear. If an Employee's clothes become wet as a result of working in the rain, the Employee will be allowed to go home for the remainder of the day without loss of pay.
- 15.7. Where an Employee is not able to perform any work at any location because of inclement weather, the Employee will receive payment at the ordinary hourly rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 40 hours pay in any four week period for each Employee, known as the 40-hour inclement weather bank. Payment is subject to adherence to the terms of clause 15.
- 15.8. An Employee working on a Job Share arrangement pursuant to clause 26, who is affected by inclement weather, will be entitled to payment from the 40-hour inclement weather bank on a pro rata basis.
- 15.9. No deduction shall be made from an Employee's accumulated inclement weather bank whilst the Employee remains on site.
- 15.10. 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.
- 15.11. 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.
- 15.12. 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 provides transport (where necessary).

## **STATE OF EMERGENCY**

- 15.13. Where the Government (either State or Federal) enacts or declares a State of Emergency or advises an affected Employee to remain at home, the Employee will be paid under this clause 15.

## **CYCLONE / TSUNAMI WARNINGS**

- 15.14. When a cyclone or tsunami warning is issued for a work locality, or is issued for a locality where an Employee ordinarily resides, the Employer will not unreasonably withhold agreement to a request from an affected Employee to leave work and attend to family and household matters because of the cyclone or tsunami warning. Payment of wages will continue for the period of the warning up to a maximum of 12 hours in any calendar month.

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## INCLEMENT WEATHER PROCEDURE

- 15.15. Remaining on site where, because of inclement weather, the Employees are prevented from working:
- (a) for more than an accumulated total of four (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 two (2) hours of the normal workday for more than an accumulated total of one hour;
  - (d) the Employer will not be entitled to require the Employees to remain on site beyond the expiration of any of the above circumstances, where genuine training has been agreed in writing between the Parties, then the course maybe completed in extraordinary circumstances.

## RAIN AT STARTING TIME OR DURING BREAKS

- 15.16. Where the Employees are in the sheds, because they have been rained off, or because it is raining at starting time, morning tea, or lunch time, 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.
- 15.17. Where necessary, protection must be provided for the Employees' tools by the Employer.

## DEWATERING

- 15.18. All sites will develop a Dewatering Plan through consultation with the Union, HSRs, safety committee and the site Contractors. The composition of the participants involved in developing the Dewatering Plan must be referable to the nature of the work being performed and the affected work groups.
- 15.19. The Dewatering Plan will:
- (a) outline appropriate dewatering strategies, hydraulic engineering solutions (as applicable) and dewatering crew requirements;
  - (b) implement mitigation strategies;
  - (c) require relevant HSR`s to assess the areas in a staged sequence giving priority to accessways;
  - (d) facilitate the commencement of dewatering activities, and the opening of areas progressively, once dewatering is complete;
  - (e) include staggered meal breaks for the dewatering crew and safety committee;
  - (f) outline minimum requirements of PPE and dewatering tools/equipment;



- (g) specify the mechanisms for the review and updating of the Dewatering Plan on a reasonable basis depending on job type, job size, constitution etc.; and
  - (h) outline the circumstances under which work activities (including agreed training) are to take place in dry areas during periods of inclement weather.
- 15.20. All Contractors will supply an adequate workforce for the site dewatering crew as per the Dewatering Plan.
- 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. HOT WEATHER GUIDELINES

- 16.1. The Parties will set the hot weather guidelines for the Project in accordance with the following clauses.

### SOUTH EAST QUEENSLAND:

- 16.2. 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 South East Queensland, it shall constitute inclement weather (**Extreme Hot Weather**).

### FOR ALL OTHER REGIONS

- 16.3. The temperature and humidity thresholds for Extreme Hot Weather outside South East Queensland will be subject to a determination by the WHS Committee and as agreed by the Parties.
- 16.4. In doing so the WHS Committee will follow the procedures and practices contained in this clause and will take into account previously established practices for the region in which the Project is being undertaken.
- 16.5. This clause 16 must be incorporated in the Employer's WHS Procedures for the Project.

### HOT WEATHER PROCEDURE

- 16.6. 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 16.1. 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.
- 16.7. 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 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; and
- (h) consideration must be given to working an eight-hour day.

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

- (a) where the temperature reaches 35°C for South East Queensland (or the prescribed temperature elsewhere) there will be an orderly cessation of work and preparations for safe completion of critical tasks currently under way and/or applicable modifications to the program and workload as described in clause 16.7.
- (b) where the temperature is 29°C and 75% humidity or more for South East Queensland (or the prescribed temperature and humidity elsewhere) after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completion of critical tasks currently under way and/or applicable modifications to the program and/or workload as described in clause 16.7.

16.9. 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.

16.10. 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 to implement these guidelines.

16.11. The PCBU shall supply a wet bulb thermometer for the Project or part thereof.

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## 17. ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY MATTERS

### PERSONAL PROTECTIVE EQUIPMENT

- 17.1. The following clothing will be supplied to all Employees after consultation with Employee Representative/s or Union Delegate/s. No later than one month after commencement, the Employer shall provide clothing and personal protective equipment that is suitable, fit for purpose, and which manages risk relative to the task at hand.
- 17.2. When working on site, Employees are required to wear all footwear and clothing supplied. The footwear and clothing issued will be:
- (a) 1 pair of safety boots (if the Employee buys such boots, the Employer will reimburse the Employee up to \$250.00 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) where required, 1 high visibility winter jacket.
- 17.3. The abovementioned items must be compliant with the relevant safety legislation and standards for the work and 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.
- 17.4. All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, 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, as far as it is possible to do so.
- 17.5. The payment to an Employee of cash in lieu of supply of clothing/footwear is not permitted.
- 17.6. The Employer will reimburse the Employee up to \$400.00 for the cost of the Employee providing prescription spectacles and lenses. The Employer must be provided with the original receipt of purchase prior to reimbursement. The spectacles and lenses will be replaced on a fair wear and tear basis. However, lost or stolen spectacles must be replaced at the Employee's expense.

### WORKPLACE IMPAIRMENT POLICY

- 17.7. The Workplace Impairment Policy and Procedures applicable under this BPIC can be found in Appendix 3.

## 18. SECURITY OF PERSONAL INFORMATION

- 18.1. The Employer undertakes not to pass on or sell Employees' Personal Information (either directly or indirectly, for example, through contractual arrangements with clients), except to comply with this BPIC, or to comply with a specific direction from a government authority, or to comply with a lawful request from a party to this BPIC (for example, for time and wages

information). To the extent allowable by law, all requests for the Employer to provide Personal Information shall be notified to the Union and genuine consultation shall occur between the Parties to this BPIC. The Employer commits to minimising the extent of Employee information held in order to meet its legal and employment relationship requirements.

- 18.2. For this purpose of this clause “Personal Information” has the meaning given to it in the *Privacy Act 1988* (Cth).

## 19. SITE ACCESS SYSTEMS AND INDUCTIONS

- 19.1. Site access systems shall be agreed between the Parties.
- 19.2. The particular type of site access system to be installed for the Project will have 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 Employees in its operations.
- 19.3. The Employer will comply with the Australian Privacy Principles in the *Privacy Act 1988* (Cth) in relation to any Personal Information it holds in relation to Employees.
- 19.4. The Employer undertakes that, to ensure the highest level of compliance with the WHS Act, all site inductions should be conducted face-to-face and on the job. Further, all inductions shall include the identification of site-specific hazards and requirements for the Project. Industry specific inductions that cannot be conducted onsite and are required by law (for example, General Construction Induction) are excluded from the operation of this clause.
- 19.5. As part of the induction process Union representatives will be afforded an opportunity to speak to new inductees about the benefits of Union membership and other Union business as the Union representative deems necessary.
- 19.6. Relevant sections of Parts 2 to 6 of this BPIC will also be provided at induction.

## 20. TOOLBOX MEETINGS

- 20.1. 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, policy 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.

## 21. CONTRACT OF EMPLOYMENT

- 21.1. Contract of Employment clauses can be found in Parts 2 to 6 of this BPIC depending on the relevant sector that applies to the Employee.

## 22. CASUAL EMPLOYMENT

- 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 informed in writing:
- (a) that the engagement is to be as a casual Employee;
  - (b) the nature of the job to be performed;
  - (c) the classification level of the job to be performed;
  - (d) the actual or likely length of engagement, including number of hours to be worked per week; and
  - (e) the relevant rate of pay for the job classification (including any casual loading).
- 22.2. A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this BPIC except for annual leave, personal leave, and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid bereavement leave, long service leave, paid family and domestic violence leave and unpaid carer's leave.

### MONDAY TO FRIDAY WORK

- 22.3. On each occasion a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the relevant fares and travel allowance prescribed under common allowances or relevant sector allowances.

### SATURDAY AND SUNDAY WORK

- 22.4. A casual Employee is entitled to payment for a minimum of four (4) hours, plus the relevant fares and travel allowance prescribed under common allowances or relevant sector allowances.

### CASUAL LOADING FOR ORDINARY TIME WORK:

- 22.5. A casual Employee for working ordinary time shall be paid 125% of the Base Hourly Rate.

### OVERTIME AND WEEKEND WORK:

- 22.6. A casual Employee required to work overtime, or weekend work, shall be entitled to the relevant penalty rates prescribed in this BPIC:
- (a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the Base Hourly Rate;
  - (b) where the relevant penalty rate is double time, the Employee shall be paid 225% of the Base Hourly Rate; and
  - (c) where the relevant penalty is a public holiday, the Employee shall be paid 275% of the Base Hourly Rate.

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- 22.7. For the purposes of clarity, the applicable contributions to superannuation, income protection insurance, training funds, or any other fund contained in the Part/s of this BPIC, 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, family and domestic violence leave and paid cultural leave.
- 22.8. Termination of all casual engagements shall require one hours' notice by either the Employer or Employee, or the payment or forfeiture of one hours' pay, as the case may be. This clause will not reduce the entitlements of injured Employees.

### CASUAL CONVERSION

- 22.9. 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.
- 22.10. Regular and systematic shall be defined as an average of four days or more per week over six (6) weeks.
- 22.11. 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 Base Hourly Rate from the first day of the seventh week of their employment onwards.

## 23. TRAINING AND RELATED MATTERS

- 23.1. The Parties to this BPIC recognise the unique and specific requirements associated with the design, construction and commissioning of renewable energy projects that will be undertaken in accordance with this BPIC.
- 23.2. Where appropriate, the Parties will consider the implementation of formal training programs for Employees as amended from time to time with particular attention to the following types of work:
- (a) civil construction operations, including the construction of bridges, dams, weirs, and piers;
  - (b) handling concrete materials and undertaking concrete work;
  - (c) handling pre-cast products, including pipes and pipe laying;
  - (d) scaffolding erection and dismantling;
  - (e) excavation work;
  - (f) loading and unloading of plant and machinery;
  - (g) operation and maintenance of plant and equipment, including mobile cranes;
  - (h) storage and handling of hazardous substances and dangerous goods; and
  - (i) operation and maintenance of power supply systems.

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- 23.3. During the Project the Parties will be mindful of the ongoing operations of the Asset once created. Where practical, the training undertaken on the Project will have transferrable skills to the operation of the Asset.
- 23.4. The following training clauses are common to all industry. Additional sector-based training relevant to each sector can be found in Part 2 to Part 6 of this BPIC.
- 23.5. 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 BPIC.
- 23.6. The Employer will implement a policy where all Employees will have their current skills assessed against those required in the nationally recognised formal training package relevant to their work. Where any skill deficiencies are identified through the assessment process, the necessary training will be provided to an Employee for the attainment of the relevant nationally recognised formal qualification.
- 23.7. Where possible, training and skill development is to be carried out in normal working hours. 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 whole of the period in which training is undertaken.

### **HSR TRAINING**

- 23.8. Any Employee elected as a workplace HSR will undertake a training course approved by the State Government and provided by the Employer within 28 days of being elected, at no cost to the Employee.

### **ASBESTOS AWARENESS TRAINING**

- 23.9. 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 three months of the certification of this BPIC, or within three months of the start of employment of each new Employee, unless completed previously by the Employee, or unless otherwise agreed between the Parties.

### **SILICA DUST TRAINING**

- 23.10. 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", or any equivalent accredited course. The training shall be booked and commenced within three months of the certification this BPIC, or within three months of the start of employment of each new Employee, unless completed previously by the Employee, or unless otherwise agreed between the Parties.

### **MENTAL HEALTH TRAINING**

- 23.11. The Employer agrees that it will schedule training in the nationally accredited Supporting positive mental health in the Construction Industry 11085NAT, or any equivalent accredited course. The training shall be booked and commenced within three months of the certification

of this BPIC, or within three (3) months of the start of employment of each new Employee, unless completed previously by the Employee, or unless otherwise agreed between the Parties.

## GENERAL

- 23.12. The Employer agrees that it will, within seven (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) information as to the number of Apprentices and visa holders engaged by the Employer.
- 23.13. Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988* (Cth).
- 23.14. The Queensland Government Building and Construction Training Policy applies to all projects which provides (amongst other things) a formula for a minimum allocation of employment of Apprentices and Trainees (new entrants only) and workforce training on all projects.
- 23.15. Where the direction to perform this training is not during a rostered shift (for instance that it can be done from home or after hours), then the Employer shall pay overtime rates for such time.

## 24. EMPLOYMENT SECURITY

- 24.1. The Parties to this BPIC 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.
- 24.2. The Employer recognises that the use of subcontractors and labour hire may affect the job security of current and future Employees covered by this BPIC.
- 24.3. As soon as practicable the Employer will after being awarded a contract and prior to engaging subcontractors to perform work in the classifications covered by this BPIC, the Employer shall inform the Union Delegate which subcontractors it intends to use for the Project.
- 24.4. Other relevant employment security clauses can be found in Parts 2 to 6 of this BPIC depending on the relevant sector that applies to the Employee.

## USE OF CONTRACTORS

- 24.5. If the Employer wishes to engage contractors and their employees to perform work in the classifications covered by this BPIC, the Employer must first consult in good faith with the Union and the Employees. Consultation will occur prior to the engagement of sub-contractors.
- 24.6. 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 BPIC.



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- 24.7. The use of sham subcontracting arrangements is a breach of this BPIC. A contractor who engages subcontractors is responsible for ensuring the employees of the subcontractor receive wages, allowances and conditions equal to or better than those contained in this BPIC.
- 24.8. Other relevant use of contractor clauses can be found in Parts 2 to 6 of this BPIC depending on the relevant sector that applies to the Employee.

## LABOUR HIRE

- 24.9. Labour hire is defined as a temporary "top-up" labour measure designed to meet short situations such as absences due to sick leave, annual leave, and short time work peaks. The Employer will not use a labour hire employee 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 will incur a 175% penalty rate for all work done.
- 24.10. Where there is need for labour hire to meet temporary/peak work requirements, such labour may be accessed from bona fide businesses, including subcontractors and labour hire companies, following consultation with the Union.
- 24.11. The Employer shall ensure that any Employees engaged by such businesses and performing work described in the classifications of this BPIC receive wages, allowances and conditions equal to or better than those contained in this BPIC.
- 24.12. If the Employer engages labour hire employees it is also responsible for ensuring that those employees are paid at rates no less than those contained in this BPIC. This obligation extends to liability for all outstanding wages conditions and entitlements under this Agreement.
- 24.13. There will be no redundancies made while the Employer has engaged labour hire to undertake work that is the subject of this BPIC. Any departure from this shall require the agreement of the Union.
- 24.14. The application of the above requirements shall recognise geographical and commercial circumstances. The Employer and the Union may agree to vary these requirements on a project-by-project basis. Negotiations are to be conducted in good faith and agreement will not be unreasonably withheld.
- 24.15. Where a labour hire employee or an employee of a sub-contractor employed on the Project subsequently commences employment with the Employer the time worked for the labour hire firm or sub-contractor on the Project will count as time served in relation to the probationary period for the Employee.
- 24.16. Other relevant labour hire clauses can be found in Parts 2 to 6 of this BPIC depending on the relevant sector that applies to the Employee.

## 25. INDIVIDUAL FLEXIBILITY POLICIES

- 25.1. Where the Employer wants to vary the application of this BPIC to an Employee (or group of Employees), it must provide a written proposal to the Employee and the Union. Where an Employee's understanding of written English is limited, the Employer must take measures,

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

- 25.2. The Employer must ensure that any variation to the application of this BPIC 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 policies;
    - (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);and/or
    - (vi) increase to accrual of long service leave;
  - (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.
- 25.3. The Employer must also ensure that any such variation to the application of this BPIC 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 terms of this BPIC, 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.
- 25.4. Where any of the requirements of this clause are not met, the variation agreement is of no effect.

## 26. JOB SHARE

- 26.1. 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.

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- 26.2. For the purposes of this BPIC “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.
- 26.3. All job share arrangements shall be subject to agreement between the Union and the Employer and must be confirmed in writing to the Employee prior to the commencement of such an arrangement.
- 26.4. Variation of a job share agreement will require consultation between the Employees, the Employer and the Union, and the provision of 14 days’ notice of variation unless agreed by all parties.
- 26.5. The termination of a job share agreement will require consultation between the Employees, the Employer and the Union, and the provision of 28 days’ notice unless agreed by all parties.
- 26.6. Superannuation and redundancy payments will be calculated on a pro rata basis, as will any allowances that are calculated on a weekly basis.
- 26.7. Breaches of this clause by the Employer will require the Employer to back pay both Employees as if each were employed on a full-time basis for 50 hours per week for the length of the Job Share agreement.

## 27. WAGES AND RATES OF PAY

- 27.1. Wage rates are contained Appendix1 of this BPIC.

## 28. SUPERANNUATION

- 28.1. The Employer will make the appropriate contributions as required by the *Superannuation Guarantee (Administration) Act 1992* (Cth) into a complying superannuation fund. In the absence of an Employee having a stapled superannuation fund, or nominating a superannuation fund, the Employer will make contributions to an applicable default fund, until such time as an Employee superannuation standard choice form is returned. The default funds under this BPIC are as follows:
- (a) CBUS
  - (b) Australian Super
  - (c) BUSSQ
- 28.2. Further particulars in relation to industry-specific superannuation may be found in the relevant sectors at Parts 2 to 6 of this BPIC.

## 29. VOLUNTARY SALARY SACRIFICE ARRANGEMENTS

- 29.1. Employees covered by this BPIC will have access to salary sacrifice arrangements as prescribed in Parts 2 to 6 of this BPIC. The requirements of any such arrangements shall ensure that:

- (a) an Employee wishing to enter into a salary sacrifice arrangement will be required to notify his/her Employer in writing of the intention to do so and have sought expert advice in relation to entering into such an arrangement;
- (b) the Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the Employees under this BPIC; and
- (c) the co-contribution of superannuation payments referred to herein shall be made by way of salary sacrifice arrangements.

## 30. INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE

- 30.1. The Employer will take out income protection insurance for all Employees that provides cover for the Employee for any period of absence on leave without pay for illness, accident or injury, while it remains available, with an approved insurer such as:
- (a) WIP – for electrical and instrumentation employees and store persons;
  - (b) Wage Guard – for mechanical and fabrication employees, non-destructive testing employees and store persons;
  - (c) Chifley Income Protection in respect of all relevant classifications within the scope of the classification structure except those classifications listed above in sub-clauses 30.1(a) and 30.1(b) and appropriate store persons; or
  - (d) Construction Income Protection Queensland (CIPQ) – in respect of all relevant classifications within the scope of the classification structure except those classifications listed above in sub-clauses 30.1(a) and 30.1(b) and appropriate store persons. .
- 30.2. Further particulars in relation to Industry Specific Income protection may be found in the relevant sectors at Parts 2 to 6 of this BPIC .

## 31. REDUNDANCY

- 31.1. On a monthly basis, the Employer will contribute on behalf of each Employee the minimum amount for redundancy as set out in clause 31.8 (pro-rata for Job Share) into an approved worker entitlement fund (**Fund**) such as:
- (a) CIRTQ fund – for electrical and instrumentation employees and store persons;
  - (b) PROTECT – for mechanical and fabrication employees, non-destructive testing Employees and store persons;
  - (c) ACIRT– in respect of all classifications within the scope of the classification structure, except those classifications listed in sub-clauses 31.1(a) and 31.1(b), and appropriate storepersons; or

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- (d) BERT fund - in respect of all classifications within the scope of the classification structure, except those classifications listed in sub-clauses 31.1(a) and 31.1(b), and appropriate storepersons.
- 31.2. The payments under this clause are inclusive of any statutory entitlements an Employee may have to severance or redundancy payments.
- 31.3. Further particulars in relation to other industry-specific funds (such as JETCO and BEWT) may be found in the relevant sectors at Parts 2 to 6 of this BPIC.
- 31.4. Where an employee does not have access to an industry-specific training fund such as JETCO or BEWT, the employer will make a contribution equal to what would otherwise be made to the employees redundancy fund.
- 31.5. Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of income protection and including periods of Workers' Compensation. Contributions will not be paid when an Employee is on leave without pay.
- 31.6. Details of the Employer's contribution for each month, including when the contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month.
- 31.7. In accordance with the trust deed creating the Fund, Employees commencing or ceasing employment are entitled to contributions for the full week of employment, whether they work the full week or not.
- 31.8. Unless the relevant Part that applies to the Employee provides otherwise, the Employer must contribute to the Fund at least the following weekly amount on behalf of each Employee in accordance with the following:
- (a) \$120.00 per Employee, effective 1 July 2023;
  - (b) \$126.00 per Employee, effective 1 July 2024;
  - (c) \$138.00 per Employee, effective 1 July 2025;
  - (d) \$151.00 per Employee, effective 1 July 2026; and
  - (e) \$165.00 per Employee, effective 1 July 2027.

## **APPRENTICES AND TRAINEES**

- 31.9. The Employer will make redundancy contributions on behalf of each Apprentice and Trainee in accordance with Part 2 to Part 6 of this BPIC.

## **32. COMMON ALLOWANCES**

### **HEALTH AND SAFETY REPRESENTATIVE**

- 32.1. 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 prescribed

in the relevant Parts below or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance for the life of this BPIC as per the table below.

<b>ALLOWANCE TITLE</b>	<b>From Commencement</b>	<b>From 1/07/2023</b>	<b>From 1/07/2024</b>	<b>From 1/07/2025</b>	<b>From 1/07/2026</b>	<b>From 1/07/2027</b>
HSR Allowance	\$2.39	\$2.51	\$2.63	\$2.77	\$2.91	\$3.06

- (a) For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 32.1 and 32.2.

### UNION DELEGATE

- 32.2. Where an Employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Union Delegate is entitled to an all-purpose hourly allowance for the life of the BPIC as per the table below:

<b>ALLOWANCE TITLE</b>	<b>From Commencement</b>	<b>From 1/07/2023</b>	<b>From 1/07/2024</b>	<b>From 1/07/2025</b>	<b>From 1/07/2026</b>	<b>From 1/07/2027</b>
Delegate	\$2.39	\$2.51	\$2.63	\$2.77	\$2.91	\$3.06

- 32.3. For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 32.1 and 32.2. Notwithstanding this, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

### SITE ALLOWANCE:

- 32.4. 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 the Project. Where there is a dispute with the value of the Project, the QLeave declaration of the "total cost of work" will apply.

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

\$900M - \$1B	\$10.00
\$1B +	\$11.00

### FIRST AID

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

From Commencement	From 1/07/2024	From 1/07/2025	From 1/07/2026
\$7.22	\$7.58	\$7.96	\$8.36

### TALL STRUCTURE ALLOWANCE

- 32.6. In respect of any building or structure (including a tower or dam wall) which does not have regular storey levels and which exceeds 15 metres in height, an allowance per hour as per the table below will be paid for all work above 15 metres, with an additional allowance per hour for work above each additional 15 metres.

ALLOWANCE TITLE	From Commencement	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Towers/Structures (Height): 15 meters	\$1.81	\$1.90	\$2.00	\$2.10	\$2.20
Towers/Structures (Height): 30 meters	\$3.62	\$3.80	\$3.99	\$4.19	\$4.40
Towers/Structures (Height): 45 meters	\$5.43	\$5.71	\$5.99	\$6.29	\$6.60
Towers/Structures (Height): 60 meters	\$7.25	\$7.61	\$7.99	\$8.39	\$8.81
Base rate shall increase by the following per additional 15 meters	\$1.81	\$1.90	\$2.00	\$2.10	\$2.20

### MULTI-STOREY ALLOWANCE

- 32.7. A multi-storey allowance will be paid to compensate Employees, engaged on construction on-site, for the disabilities experienced in, and which are peculiar to the construction of multi-storey buildings.
- 32.8. The increased multi-storey allowance will apply to all projects awarded after the agreement is made with the Employees.

- 32.9. For the purpose of this clause, a storey level means structurally completed floor, pillars or columns, and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding "half-floors" such as toilet blocks or store rooms located between floors).
- 32.10. A multi-storey allowance in accordance with the table set out below will be payable to all Employees engaged on construction on-site where the Project is to exceed four storeys.
- 32.11. The commencing point of measurement will be the lowest main floor (including basement floor levels but excluding lift walls and shafts of the building). "Floor level" means that state of construction which, in the completed building, would constitute the walking surface of the particular floor level referred to in the table of payment.
- 32.12. Multi-storey Rate - For work on the construction of multi-storeyed buildings and on engineering construction sites, the following will apply:

	From commencement	1 July 2024	1 July 2025	1 July 2026	1 July 2027
From commencement of building to fifteenth (15) floor level	\$1.45	\$1.52	\$1.60	\$1.68	\$1.76
From sixteenth (16) floor level to thirtieth (30) floor level	\$1.72	\$1.81	\$1.90	\$1.99	\$2.09
From thirty-first (31) floor level to forty-fifth (45) floor level	\$2.68	\$2.81	\$2.95	\$3.10	\$3.25
From forty-sixth (46) floor level to sixtieth (60) floor level	\$3.47	\$3.64	\$3.82	\$4.01	\$4.21
From sixty-first (61) floor level onwards	\$4.23	\$4.44	\$4.67	\$4.90	\$5.15

- 32.13. The allowance payable at the highest point of the building will continue until completion of the building. Completion means the building is fully functional and all work which was part of the principal contract is complete.
- 32.14. Provided that the exclusion of odd wall panels, sections or windows for the purpose of entrance or exit of materials or the anchoring of cranes, external lifting devices or scaffolding will not prevent the walls of a building being defined as completed.

## MEAL ALLOWANCE

- 32.15. An Employee, other than an Employee living in camp, who is required to continue work after the usual ceasing time will be supplied with a reasonable meal at the Employer's expense, or be paid a meal allowance outlined below in lieu thereof, on the following basis:



On Commencement	From 1 July, 2024	From 1 July 2025	From 1 July 2026	From 1 July 2027
\$16.70	\$17.54	\$18.11	\$19.33	\$20.30

- (a) meal allowance provisions will apply, where the overtime is of at least 2 hours duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m.
- (b) a further meal or meal allowance will be provided after each period of 4 hours' work.

32.16. In cases of emergency, where Employees are unable to leave their work to procure a meal, the same will be provided by the Employer. No Employee will be required to work longer than 6 hours without a break for a meal.

32.17. When an Employee has provided themselves with customary meals because of receipt of notice of intention to work overtime, they will be entitled to an allowance outlined below for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.

On commencement	From 1 July, 2024	From 1 July 2025	From 1 July 2026	From 1 July 2027
\$16.70	\$17.54	\$18.11	\$19.33	\$20.30

## FARES AND TRAVEL ALLOWANCE

32.18. Employees (other than those employed on arrangements for remote, and away work as per clause 35) will be entitled to fares and travel conditions appropriate to their sector. The relevant fares and travel allowance clause can be found in Parts 2 to 6 of this BPIC depending on the relevant sector that applies to the Employee.

## 33. HOURS OF WORK

### ORDINARY HOURS

- 33.1. The following constitutes a minimum standard for hours of work-related matters including Overtime, Rostered Days Off, Shiftwork. Hours of Work and Rostering arrangements appropriate to the Project will be subject to consultation by the Parties to this BPIC based on the needs of the Project, noting the provisions for consultation and dispute resolution in Clauses 8 and 9.
- 33.2. Staggered starting and finishing times may be introduced following consultation in accordance with clause 9 of this BPIC at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day may also be staggered.
- 33.3. The Parties agree that the current working arrangements for hours of work provisions may be altered on site during the life of this BPIC following consultation between the relevant Union and the majority of directly affected site Employees, or individual, so as to provide greater flexibility and to meet project and/or shift work or operational requirements.

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## HOURS OF WORK

- 33.4. Except as provided elsewhere in this BPIC, the ordinary hours of work will be 36 hours per week (7.2 hours per day) worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. Mondays to Fridays inclusive.
- 33.5. Rostering arrangements and hours of work for the Project will be determined by the Employer, in consultation with the Parties to this BPIC. Where the weekend or part of the weekend is included in a work cycle, the time worked shall be counted towards the ordinary hours.
- 33.6. There must be allowed, without deduction of pay, a minimum rest break of 20 minutes between 9.00am and 11.00am in lieu of an afternoon rest pause.
- 33.7. Typically, work should not commence later than 7.00am on any day. any hours worked between 4am and 6 am will be paid at double time for the disability of starting early and accrue towards the ordinary hours for the day.
- 33.8. Alteration of the typical start and finish times within the spread of ordinary daily hours shall be by written agreement with the relevant parties. Additionally, the Employer will;
- (a) provide not less than 48 hours' notice to affected Employees of the change to start and finish times;
  - (b) have regard to the intention of avoiding excessive overtime.
- 33.9. An Employee may refuse to change their start time in circumstances where the changing of such start time 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.

## OVERTIME

- 33.10. All time worked in excess of the ordinary hours or outside the ordinary spread of hours (unless part of a shift roster) and on weekends shall be paid at double time.
- 33.11. 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.

## SHIFT WORK

- 33.12. All shifts starting or finishing more than 2 hours outside of the ordinary hours of work will be classified as Shiftwork and be paid at double time for the entire shift.
- 33.13. Shift worker for the purposes of this clause is defined as an Employee who is required by the Employer to work Shiftwork, which commences or finishes outside 6.00 a.m. and 6.00 p.m. Monday to Friday. This does not apply to an early start which may occur between 4 and 6 am on a regular day shift and will incur a penalty rate and count towards the ordinary hours for the day or a late finish between 6pm and 8 pm.
- 33.14. Shiftwork shall be paid at the rate of double time for all hours worked.
- 33.15. Unless otherwise agreed between the parties an Employee who has to work Shiftwork shall be given at least 48 hours' notice of the requirements to work shift work.
- 33.16. 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.

This clause will replace the Shiftwork clause under the Award.

## ROSTERED DAYS OFF

### Rosters

- 33.17. Work shall be arranged in accordance with rosters issued by the Employer following negotiations between the Parties.
- 33.18. The Employer following consultation with the Parties shall notify employees of any change in the roster or of the need to introduce a new roster. The Employees will be provided with a minimum of one (1) weeks' notice before introducing a new roster or to change between rosters. Shorter periods of notice may operate by agreement between the Parties.

### Rostered Day Off (RDO)

- 33.19. Where an RDO system is worked by a camp based workforce the Employee will have the following options:
- (a) Take accrued RDOs during their rest and recreation (**R&R**) period; or

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- (b) To bank a maximum of six (6) RDOs, and where agreed with the Employer, use for a specific purpose (e.g. "Annual Holidays"); or to have those six (6) banked RDOs paid out; or
  - (c) Elect to bank all accrued RDOs and have those paid out upon termination of employment.
- 33.20. Subject to a minimum of one (1) weeks' prior approval by the Employer, and subject to operational requirements, a non-local Employee may take a singular RDO for private business. This provision is intended to be used for the 'one off' requirements of the Employee as opposed to enabling regular absences from the Project.
- 33.21. The Employer, by agreement with the affected Employee or Employees, may substitute a designated RDO for another day to allow greater continuity of operations.
- 33.22. Unless otherwise determined under this BPIC, ordinary hours of work will be scheduled in a 10 day cycle, Monday to Friday inclusive, with eight (8) ordinary hours of work worked for each of nine days and with 0.8 of an hour on each of those days accruing toward the 10th day, which will be known as the rostered day off (**RDO**). For ordinary hours worked in accordance with this provision an indicative calendar is in Appendix 1. For clarity, nothing in this clause or the indicative 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.
- 33.23. Payment for RDOs will be for 7.2 hours as if worked and will include an entitlement to the daily fares and travel allowance.
- 33.24. Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes.
- 33.25. An Employee who has not worked a complete cycle will receive pro rata accrued entitlements payable for the rostered day off.
- 33.26. Where the Employer wants an Employee or Employees to work on an RDO, the following process shall be followed:
- (a) the Employer shall establish that there is a genuine need for the work to take place on the RDO. Examples of where work may take place include, but are not limited to, the following:
    - (i) jumping cranes;
    - (ii) erecting or dismantling jump form;
    - (iii) high-risk activity (after consultation with the WHS Committee); or
    - (iv) other operational circumstances that require work on that day;
  - (b) the Employer must consult with the affected Employee(s); and
  - (c) the Employer must provide affected Employee/s the opportunity to notify the Union or other chosen representative/s in writing (fax or email) prior to the RDO that work will be performed.

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- 33.27. The Employer is committed to providing as much notice as is reasonably practicable for a requirement to work. Wherever possible, the process outlined above will occur at least seven-calendar days prior to the RDO in question.
- 33.28. An Employee may refuse to work an RDO in circumstances where the working of such a RDO would result in the Employee working hours which are unreasonable having regard to matters including:
- (a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;
  - (b) the Employee's personal circumstances including any family responsibilities; and
  - (c) any other relevant matter.
- 33.29. Where the procedure in clause 33.38 has been followed and at least seven-days' notice has been provided to Employees to work on the RDO, Employees must be paid at 200% of the rate applicable for the Employee's classification in the BPIC, with a minimum payment for eight-hours, for that RDO. Where the procedure in clause 33.38 has not been followed or less than four (4) days' notice has been provided to Employees to work on the RDO, Employees must be paid at 250% of the rate applicable for the Employee's classification in the BPIC, with a minimum payment of eight-hours, for that RDO.
- 33.30. In addition to the loadings listed above, Employees will be provided a day in lieu for each RDO that they are required to work.
- 33.31. Unless dealt with elsewhere in this BPIC, up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the Employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

## **EASTER AND CHRISTMAS**

- 33.32. An Employee required to work during the Easter and Christmas period, that is to work on any day between and inclusive of Christmas Day and New Year's Day and any day, between and inclusive of Good Friday and Easter Monday, shall be paid 300% of the Base Hourly Rate.

## **SMOKO BREAKS, LUNCH BREAKS, CRIB BREAKS & OTHER MEAL BREAKS**

### **Smoko Breaks**

- 33.33. Each Employee, whether they are working ordinary hours or overtime, will be entitled to a paid smoko break of 20 minutes' duration in the company's time in the first half of the day, provided the break occurs no later than 4 hours after the start time. Where necessary, smoko breaks will be scheduled to be taken at times that will not interfere with continuity.

### **Lunch Breaks**

- 33.34. Employees, whether they are working ordinary hours or overtime, will be entitled to a lunch break of a minimum of 30 minutes, to be taken any time between the fourth and the sixth hours from the commencement of duty.

- 33.35. In the case of shift workers, this break will be a paid break.
- 33.36. Where an Employee is required to work beyond the sixth hour without a lunch break they will be paid at double time until such time as a lunch break is taken. Where a majority of on-site Employees on the Project request (because of the area or location of a project), and agreement is reached, the period of the meal break may be lengthened to not more than 45 minutes with a consequential adjustment to the daily time of cessation of work.

### **Crib Breaks**

- 33.37. Employees who are required to continue work after their usual ceasing time, will be entitled to a paid "crib" break on the following basis:
- (a) a thirty (30) minute paid crib break to be taken at the usual ceasing time, where the overtime is of at least 2 hours' duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m. Provided that where there is agreement between the Employer and the majority of Employees the crib break will not be taken. In that circumstance, this would mean that where an Employee is required to work for 9 & 1/2 hours on any given day they will receive payment for at least 10 hours work; and
  - (b) a further 45 minutes paid crib break, will be provided after each further period of 4 hours' work.
- 33.38. In addition to the usual meal break between the fourth and sixth hour, Employees who are required to work at least 10 hours overtime, on a day when they are not working ordinary hours, will be entitled to a 30 minute paid crib break at the end of the eighth hour of work or to be paid at the appropriate rate. A further 45 minutes paid crib break, will be provided after each additional period of 4 hours' work or to be paid at the appropriate rate. No deduction of pay will be made in respect of any such crib breaks.

### **Variation of Meal Breaks**

- 33.39. The Employees and Employer may agree to one 30 minute paid break in lieu of all other rest breaks and meal breaks, provided that no Employee will work more than four (4) hours without a break.

### **Working During Meal Break**

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

## **34. STANDING DOWN OF EMPLOYEES**

- 34.1. The Employer will deduct payment for any day (or part of a day), commencing from the time that the Employer provides notice to the Employees and, where nominated by the Employees, their representative(s), that an Employee cannot be usefully employed because of industrial action or any stoppage of work by any cause for which the Employer cannot reasonably be

held responsible. This clause is not intended to supersede or override the *Procedure for Dealing with Safety Issues or Incidents* clause in clause 11 of this BPIC.

## 35. ARRANGEMENTS FOR REMOTE, REGIONAL AND AWAY WORK

### GENERAL

35.1. The Parties acknowledge there may be multiple sources of Employees for the Project.

- Employees who reside locally;
- Employees who travel from an existing home base and are required to live away from home; and
- Employees required to reside in accommodation specifically created for the Project.

35.2. The following are the terms and conditions for those forms of engagement:

- (a) **Employees who reside locally**, less than 60km from the Project site, and are not required to reside at or near the Project this clause does not apply, except for Supplementary Travel Allowance below.

Supplementary Travel Allowance:	Daily
Local Employees will be provided an additional Supplementary Travel Allowance in addition to the Daily Travel Allowance, for each day the Employee reports for work and works as directed by the Employer.	\$30 upon commencement and increased in accordance with the wage increases set out in this BPIC.
The Allowance is provided as reimbursement of additional travel time and expense incurred with getting to and from Project provided transit pick up location/s.	

- (b) **All other Employees required by the Employer to work and live away from home** and are not employed specifically for the Project will be given one weeks' notice before such away work begins, unless mutually agreed between the Employees and the Employer.

35.3. Where an Employee is engaged on distant work, the Employer will provide reasonable board and lodgings, at no cost to the Employee and pay out of pocket expenses (**OPE**)..

35.4. 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. Accommodation must at a minimum, comply with the minimum standard set out in the Code of Practice issued by Workplace Health and Safety Queensland "Managing the Work Environment and Facilities: Code of Practice 2021" and the Queensland Government's *Non-resident Worker Accommodation Guidelines*.

- 35.5. Where the Employer provides meals, they will be of a suitable choice, quality and quantity to meet the varying tastes and nutritional needs of Employees.
- 35.6. Where this is not available or appropriate 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.
- 35.7. Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided. Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.
- 35.8. 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:
- 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;
  - the Employee's personal circumstances including any family responsibilities;
  - the needs of the workplace or enterprise;
  - the notice (if any) given by the Employer, and by the Employee of his or her intention to refuse it; and
  - any other relevant matter.

### SUPPLEMENTARY ACCOMMODATION ALLOWANCE (SAA)

- 35.9. Supplementary Accommodation Allowance (**SAA**) as shown in the table below will be paid for each overnight absence. The SAA will be indexed and adjusted annually by the percentage of the wage adjustments to base salary rates as specified in the salary schedule of this BPIC.
- 35.10. Employees will be entitled to claim SAA where the employee is required to prepare or supply meals and maintain their accommodation facilities when working in Remote or Isolated Regions where serviced Commercial Accommodation is not available or provided. Payment for SAA will be as follows:

From 1 July, 2023	From 1 July, 2024	From 1 July, 2025	From 1 July, 2026	From 1 July, 2027
\$19.50	\$20.48	\$21.50	\$22.57	\$23.70

### START & FINISH POINT

- 35.11. Where a local depot has not been established, the recognised start and finish point for workers working away will be in accordance with the relevant clauses of this BPIC, i.e. will be no more than 30 minutes from their accommodation. The closest commercially available accommodation is the centre that has accommodation facilities available for overnight and/or short/medium/long term rent.



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- 35.12. Any other accommodation arrangements other than the above must comply with the relevant fatigue management policy.
- 35.13. Employees that are required to travel between their accommodation and the Project site that is in excess of 30 minutes, may claim travel time in accordance with the travel time provision within this BPIC.

## 36. PRODUCTIVITY SCHEMES

- 36.1. Productivity schemes will be prohibited unless written agreement has been reached between the Employer and the Union.

## 37. LEAVE

### ANNUAL LEAVE

- 37.1. An Employee's entitlement to annual leave will be consistent with the NES contained in the FW Act and the provisions of any applicable award.
- 37.2. 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 Shift Worker (as defined in this BPIC), the Employee shall accrue annual leave at the rate of 3.75 hours per week (i.e. 36 ordinary hours) of service.
- 37.3. The Employer will not unreasonably refuse a request for annual leave by an Employee.
- 37.4. 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%.
- 37.5. 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.
- 37.6. The Employer may direct a compulsory Christmas/New Year close-down. In such circumstances, Employees will use their accrued annual leave or take annual leave in advance.
- 37.7. The Employer may allow an Employee to take any amount of annual leave before it becomes due. In such circumstances, an Employee cannot take further leave in advance of their accrued balance until after the date the Employee becomes entitled to the leave that was taken in advance.
- 37.8. An Employee, before going on annual leave, will be paid in advance their current weekly wage, which is based on their Base Hourly Rate (including the Leading Hand allowance, where the Employee ordinarily receives this) in addition to a leave loading of 17.5%.

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## PERSONAL LEAVE

37.9. 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); or
- (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).

37.10. 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 Employee's second and each subsequent year will commence on the anniversary of engagement;
- (c) all unused personal leave is cumulative.

37.11. 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.

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

## PARENTAL LEAVE

37.13. An Employee is entitled to the Parental Leave provisions contained within the NES.

37.14. 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 six (6) weeks; or
- (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 six (6) weeks.

37.15. To avoid doubt, if the Government paid parental leave scheme ceases to exist the Employer will pay to the Employee the Employee's normal take home pay for the periods set out above.

## MATERNITY LEAVE

37.16. This clause applies to birth-related leave only.

37.17. Where a mother who births a child/children and is the primary care giver of the child will be paid the equivalent of the difference between the applicable Government paid parental leave scheme and the Employee's normal take home pay for a period of twenty-six (26) weeks.

37.18. This may be taken on a part-time basis over fifty-two (52) weeks.

37.19. Payment under this clause is in lieu of any payment an Employee might otherwise be entitled to under this clause.

## COMPASSIONATE LEAVE

37.20. Employees are entitled to compassionate leave in accordance with the NES 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 relative.

## COMMUNITY SERVICE LEAVE

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

## LONG SERVICE LEAVE

37.22. All Employees covered by this BPIC 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(4) of the *Industrial Relations Act 2016* (Qld) does not apply to Employees covered by this BPIC.

## UNPAID LEAVE

37.23. 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

### Employee Entitled To Be Absent On Public Holiday

37.24. An Employee is entitled to be absent from his or her 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.

### Reasonable Requests To Work On Public Holidays

37.25. 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.

37.26. If the Employer requests an Employee to work on a public holiday, the Employee may refuse the request if:

- (a) the request is not reasonable; or
- (b) the refusal is reasonable.

37.27. 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; and
- (h) any other relevant matter.

37.28. All work done by any Employee on:

- (a) 1 January;
- (b) 26 January;
- (c) Good Friday;
- (d) Easter Saturday (the day after Good Friday);
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) 25 April (Anzac Day);
- (h) May Day (first Monday in May);
- (i) the Birthday of the Sovereign;
- (j) Christmas Eve (from 6.00pm to midnight);
- (k) Christmas Day;
- (l) Boxing Day; or
- (m) any day appointed under the *Holidays Act 1983* (Qld),

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

37.29. 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.

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## 38. FAMILY AND DOMESTIC VIOLENCE LEAVE

### GENERAL PRINCIPLES

- 38.1. 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 Employees that are subjected to family and domestic violence.
- 38.2. Understanding the traumatic nature of family and 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 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 and domestic violence.

### DEFINITION OF FAMILY AND DOMESTIC VIOLENCE

- 38.3. For the purpose of this clause, "family and domestic violence" is defined as any violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, 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 behaviour.
- 38.4. For the purpose of clause 38.3, a "close relative" of a person is another person who:
- (a) is a member of the first person's immediate family; or
  - (b) is related to the first person according to Aboriginal or Torres Strait Islander kinship rules.

### FAMILY AND DOMESTIC VIOLENCE LEAVE

- 38.5. 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 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

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- (c) other activities associated with the experience of family and/or domestic violence.
- 38.6. In addition, an Employee, including a casual Employee, who provides support to a close personal contact who is subjected to family and domestic violence is entitled to access family and 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 domestic violence including caring for children.
- 38.7. 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.
- 38.8. Upon exhaustion of the leave entitlement in this clause, Employees will be entitled to up to two (2) days unpaid family and/or domestic violence leave on each occasion.

### **NOTICE AND EVIDENTIARY REQUIREMENTS**

- 38.9. The Employee will give his or her Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 38.10. If required by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purposes set out in clauses 38.5 and 38.6. 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.
- 38.11. The Employer must ensure that any Personal Information provided by the Employee to the Employer concerning an Employee's experience of family and domestic violence is kept confidential. Information will not be kept on an Employee's personnel file.

### **INDIVIDUAL SUPPORT**

- 38.12. In order to provide support to an Employee who is subjected to family and 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 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
  - (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

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## 39. TERMINATION OF EMPLOYMENT

- 39.1. The following clause pertains to termination of all Employees covered under this BPIC.
- 39.2. 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.
- 39.3. Employment may be terminated by the Employer due to performance/general misconduct, serious and wilful misconduct, or redundancy.

### PERFORMANCE/GENERAL MISCONDUCT

- 39.4. 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 three- (3) step counselling procedure will be applied. This procedure does not apply for redundancy situations. An Employee may elect at any step to have their Employee representative or any other person or persons of his or her choice, present. The Employee must be given an opportunity to respond to each allegation. At the request of the Employee, copies of any written warnings will be given to the Employee representative or any other party to this BPIC.
- 39.5. 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 issues of concern and the standards of improvement required.
- 39.6. 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 six (6) months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal–.
- 39.7. Step 3 - Dismissal
- (a) If after receiving a final warning, the Employee repeats the same conduct within a period of six (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.

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- 39.8. 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.
- 39.9. The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two (2) 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 eight (8) hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job.
- 39.10. 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.
- 39.11. In cases where the Employer is considering transferring, or terminating the services of an elected Union Delegate, 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.
- 39.12. The Employer shall notify all funds upon termination of an Employee. This will include informing QLeave of time served.
- 39.13. In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (a) the ordinary hours of work to be worked by the Employee; and
  - (b) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
  - (c) any other amounts payable under the Employee's employment contract.
- 39.14. The period of notice will not include any period of leave, R&R or RDOs. For clarity (and to avoid all doubt) this means that where an Employee is on a period of leave (or R&R or RDOs) and the employer provides the Employee with notice, the period of notice does not commence until such time as the period of leave (R&R or RDOs) has finished.
- 39.15. The period of notice in this clause will not apply in the case of dismissal for serious misconduct, or in the case of a casual Employee, or an Employee engaged by the hour or day, or an Employee engaged for a specific period or task/s.

## 40. UNION DELEGATE

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



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- (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 were 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; and
  - (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.

#### **UNION DELEGATE FACILITIES**

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

- (a) a telephone;
- (b) an iPad equipped with mobile Internet access;
- (c) a table and chairs;
- (d) a filing cabinet;
- (e) air-conditioning/heating;
- (f) access to stationery and other administrative facilities, including use of e-mail, following consultation between the Union Delegate and Site Management; and
- (g) a private lockable area.

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## 41. UNION TRAINING LEAVE

- 41.1. 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.
- 41.2. Consultation may take place between the Parties in the furtherance of this objective.
- 41.3. 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.
- 41.4. 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.
- 41.5. 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.
- 41.6. The Employer shall not be liable for any additional expenses associated with an Employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant classification rate including, shift work loadings where relevant plus Site Allowance where applicable.
- 41.7. 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.
- 41.8. 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.
- 41.9. 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.
- 41.10. Leave of absence granted pursuant to this clause shall count as service for all purposes of this BPIC.

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## 42. UNION RIGHTS PROMOTING REPRESENTATION OF MEMBERS

- 42.1. The Employer shall establish policies and procedures so that all reasonable steps are taken to encourage Employees, to become financial members of their relevant Union, subject to relevant legislation.
- 42.2. Any Employer representative who discourages an Employee from becoming a financial member of the Union breaches the intent of this BPIC.
- 42.3. The Employer must invite the Union Delegate to attend every site induction for new Employees and to address Employees for at least half an hour per attendance.
- 42.4. Any representative of a Union party to this BPIC is entitled to enter any place where Employer's, Employees or representatives are for lawful workplace related purposes including, but not limited to, dispute resolution or consultation meetings but not for the purposes for which a Right of Entry exists under Part 3.4 of the FW Act.
- 42.5. The Employer will allow the Union to promote membership of the Union.
- 42.6. The Employer will provide a Union noticeboard at every workplace. The display of material upon the Union noticeboard will be under the control of the Union.
- 42.7. The Employer will provide any information to the Union about Employees that the Union requires, and that is necessary to ensure compliance with this BPIC, subject to compliance with relevant laws, including privacy legislation. The Employer is not required to provide the information where the Employee does consent to the provision of the information to the Union.
- 42.8. The Employer will provide information about the Union to an Employee that the Union requires.
- 42.9. Employees are entitled to have reasonable paid time off to attend Union meetings. The Union shall notify the Employer that a meeting is to occur prior to the commencement of the meeting.
- 42.10. Upon request, the Employer will deduct Union dues from an Employee's weekly wages and remit such amount to the Union by EFT within two (2) days of the deduction, subject to the Employee's written consent.

## 43. PAYSLIPS AND TIME AND WAGE RECORDS

- 43.1. Particulars of details of payment to each Employee must be included on the payslip or equivalent 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) amount of the Employer's superannuation contribution including the name of the fund and when the contribution was remitted;
- (n) details of the Employer's redundancy fund contribution, including the amount when the contribution was remitted;
- (o) details of the Employer Income Protection Insurance payment, including the amount when the payment was remitted; and
- (p) details of the Employee's training fund payment, including and the amount when the contribution was remitted.

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

- (a) the Employee's date of birth;
- (b) date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;
- (c) the Employee's tax file number;
- (d) the Employee's superannuation membership number;
- (e) the Employee's redundancy fund number;
- (f) the Employee's portable long service leave number;
- (g) the Employee's income protection 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 shift hours worked and resulting wage; and
  - (v) total overtime 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; and
- (r) superannuation, and other fund contribution paid per week and year to date.

## 44. SHAM CONTRACTING

- 44.1. Sham contracting occurs when an Employer engages an individual to perform work under a contract for services where the true character of the engagement or proposed engagement is that of employment.
- 44.2. 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 BPIC.
- 44.3. 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.
- 44.4. 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
- 44.5. The Employer will, within seven (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).
- 44.6. Where a sham contract was in place in breach of this clause, such that that Contractor was in fact an Employee under this BPIC, the calculation for back pay will be calculated on the basis of the difference between what they were paid under sham contract arrangement and:

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- (a) 175% of the applicable hourly rate contained in this BPIC;
  - (b) the Site Allowance (if applicable);
  - (c) the tall structure allowance (if applicable);
  - (d) the multi-story allowance (if applicable);
  - (e) superannuation; and
  - (f) redundancy.

## 45. SECURITY OF PAYMENTS

- 45.1. 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.
- 45.2. The Employer acknowledges its obligations under the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld).
- 45.3. 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.
- 45.4. The Employer will:
  - (a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors;
  - (b) ensure that payments which are due and payable are made in accordance with applicable legislative requirements;
  - (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;
  - (d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way;
  - (e) ensure reasonable allowance is included in contracts taking into account historic weather conditions and forecast rainfall; and
  - (f) the Employer will keep records demonstrating its compliance with clause 45. 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 45, 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).

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## 46. TEMPORARY FOREIGN LABOUR

- 46.1. In this clause the term “temporary foreign labour” means a person that is not an Australian citizen or Australian permanent resident, or does not have rights to work and live permanently within Australia, who is employed or engaged to undertake work by the Employer.
- 46.2. The Employer recognises that the engagement of temporary foreign labour may undermine the job security of the Employees covered by this BPIC. 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 BPIC.
- 46.3. The Employer will not engage temporary foreign labour unless:
- (a) the position is first advertised in Australia;
  - (b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the *Migration Act 1958* (Cth) would be likely to be informed about the position;
  - (c) any skills or experience requirements set out in the advertising were appropriate to the position;
  - (d) the Employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job;
  - (e) temporary foreign labour will be engaged in accordance with this BPIC, and
  - (f) written agreement has been reached with the Union.
- 46.4. The Employer will, within seven (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).
- 46.5. 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.

## 47. QUALITY BUILDING MATERIALS

- 47.1. 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.

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- 47.2. 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.
- 47.3. 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.
- 47.4. 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* (Qld).
- 47.5. The Employer will, within seven (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 clause 47.4.

## 48. COMPLIANCE WITH THIS BPIC

- 48.1. Complaints, queries and concerns regarding entitlements paid in relation to the Award or this BPIC shall be raised and resolved in accordance with the disputes procedure in this BPIC. Relevant Union Officials shall be provided access to time and wages records in accordance with the FW Act.
- 48.2. The Employer will conduct an audit using the Audit Form provided for in Appendix 3 to confirm compliance with:
- (a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation; and
  - (b) legislative requirements such as:
    - (i) the FW Act;
    - (ii) workers' compensation obligations;
    - (iii) superannuation; and
    - (iv) long service leave.
- 48.3. 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.

## 49. POSTING OF BPIC

- 49.1. A true copy of this BPIC shall be exhibited in a conspicuous and convenient place on site so it can be easily read by Employees.



## 50. SEVERABILITY

- 50.1. It is the intention of those covered by this BPIC that the BPIC contains only permitted matters under the FW Act. The severance of any term of this BPIC 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 BPIC. To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

## PART 2 – GENERAL BUILDING AND CONSTRUCTION

### 51. DEFINITIONS

51.1. For the purposes of this Part:

**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.

**Construction Worker (Building)** means an Employee as described within clause 4.3(a) and falls within the classification of Schedule A of the *Building and Construction General On Site Award 2020* as amended from time to time.

**Employee** means a Construction Worker as defined in this Part.

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

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

**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.

### 52. CONTRACTING AND LABOUR HIRE

52.1. Consultation will occur prior to the engagement of sub-contractors and/or labour-hire Employees.

52.2. In the normal course, it is expected that consultation will occur with a minimum of the 14 days prior to the proposed commencement of the work by the contractors/ labour hire Employees.

52.3. For the purposes of the consultation, the Employer must inform the Union of:

- (a) the name of the proposed contractor(s) or labour hire company;

- (b) the type of work proposed to be undertaken by the contractor(s) or labour hire company;
- (c) the number of persons and qualifications of the proposed contractor(s) / persons the labour hire company may engage to perform the work;
- (d) the likely duration of the engagement(s);
- (e) inductions and facilities for contractors and labour hire Employees.

52.4. If Employees or the Unions raise any concerns about the labour hire provider during the life of this BPIC, the Employer, Employees and Union shall confer with the objective of resolving these concerns, including reviewing the engagement of the labour hire provider.

#### **Wages and conditions of employment of labour hire employees**

- 52.5. Where the Employer engages labour hire to do work that would be otherwise covered by this BPIC it shall ensure the wages and conditions that are no less favourable than that provided for in this BPIC plus a further loading of 25%.
- 52.6. The contractor who engages labour hire workers is also responsible for ensuring those workers are paid at rates no less than those contained in this BPIC. This obligation extends to liability for all outstanding wages conditions and entitlements under this Agreement.

#### **Wages and conditions of employment of employees of sub-contractors**

- 52.7. Where the Employer engages contractors to do work that would be otherwise covered by this BPIC it shall pay wages and conditions that are no less favourable than that provided for in this BPIC.
- 52.8. This includes any Apprentices not directly hired under this BPIC, including by Group Training Organisations.

## **53. CONTRACT OF EMPLOYMENT**

- 53.1. 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 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 BPIC, or alternatively, access to the BPIC in electronic format at the discretion of the Employee.
- 53.2. 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.
- 53.3. 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 all applicable funds as defined in this BPIC or other funds nominated. 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.

- 53.4. Any hours worked between 4am and 6am will incur an Early Start Penalty and will be paid at double time for the disability of starting early and accrue towards the ordinary hours for the day.

## 54. TECHNOLOGY

- 54.1. Employees must not be required to use personal electronic devices, without agreement between the Parties to this BPIC.

## 55. EFFECTIVE WORK ORGANISATION

- 55.1. 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.
- 55.2. Where the Employer is the Principal Contractor, or they are required under contract to provide the following key site attendant roles on the 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); and
  - (h) reasonable numbers of labourer`s and tradespeople, relative to the size and nature of the Project.
- 55.3. 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.

### TOWER CRANES

- 55.4. In order to maximise the continuity and security of employment for Employees and to ensure that the Employer`s equipment is operated only by qualified, experienced and capable persons, the Employer agrees that in relation to the operation of tower cranes all tower cranes which are hired out by the Employer (or by an associated entity of the Employer), and which are capable of being operated by Employees of the Employer shall be supplied with a suitably qualified crane crew who are current Employees of the Employer for the duration of the hire period.

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## 56. APPRENTICES/TRAINEES

- 56.1. Apprentices and Trainees covered by the Building and Construction General On-site Award 2020 shall be entitled to all of the applicable rates and conditions of employment prescribed by this BPIC.
- 56.2. For clarification, in addition to the rates in Appendix 1 Rates of Pay, Trainees are entitled to receive full Daily Travel Allowance, contributions made on their behalf to all applicable funds as defined in this BPIC Superannuation and any other entitlements in accordance with this BPIC. Such entitlements shall not be paid at rates applicable to Apprentices.
- 56.3. Training arrangements for Apprentices/Trainees shall be as provided as in clause 23 of this BPIC.
- 56.4. Apprentices and Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.
- 56.5. The Employer shall be responsible for meeting all costs associated with Apprenticeship or Traineeship training, including any student registration, tuition fee or other course costs.
- 56.6. 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.
- 56.7. 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.
- 56.8. Where an Apprentice has entered a Competency Based Training Policy, 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; and
  - (d) Apprentices employed under part-time or school based arrangements shall be entitled to a supply of tools consistent with the requirements as outlined in clause 56.6 and clause 56.7 above.

### APPRENTICE RATIO

- 56.9. 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. It

also recognises the importance of the Apprenticeship system 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.
- (b) the Employer is committed to ensuring that Apprentices receive appropriate on the job training by experienced tradespeople and Apprentice numbers are maximised, to this end the Employer will endeavour to maintain at least one Apprentice to every 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 its 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.

## 57. ADULT APPRENTICES

- 57.1. Adult Apprentices engaged under any of the classifications set out in Appendix 1 Rates of Pay of this BPIC 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.

## 58. WAGES

- 58.1. Employees must be paid wages in accordance with Appendix 1 Rates of Pay of this BPIC 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%

- 58.2. The wage rates detailed in Appendix 1 of this BPIC are structured as follows:
- (a) The wage rates detailed in Appendix 1 of this BPIC for classifications CW1 to CW4 inclusive include the weekly hand tool allowance (where relevant);
  - (b) The ordinary time hourly rate for all purposes shall be calculated by dividing the appropriate weekly rate by 36; and

- (c) The wage rates for classifications CW 5 and above detailed in Appendix 1 of this BPIC do not contain the weekly hand tool allowance. Where this allowance is applicable, it must be paid in addition to the rates contained in Appendix 2 of this BPIC.

- 58.3. 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.

## 59. CLASSIFICATIONS

- 59.1. The Classification levels for Employees engaged under this BPIC shall be read in accordance with the Building and Construction General On-site Award 2020 unless specifically amended by the terms of this BPIC. Classification levels, relativities, pay rates 179 and other details are contained in Appendix 1 Rates of Pay of this BPIC.

### MARKER/SETTER OUT

- 59.2. An Employee not already engaged as CW4 (marker/setter) shall be paid an all-purpose allowance of 5% of his/her applicable hourly rate when performing work as a Marker/Setter Out.

### HIGHER DUTIES

- 59.3. 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.

## 60. ALLOWANCES

- 60.1. In addition to the wage rates prescribed in this BPIC, Employees shall be paid additional allowances as provided for by the Building and Construction General On-site Award 2020. The rates for the various allowances shall be as provided below and/or in Appendix 2 of this BPIC.
- 60.2. The rates for all allowances shall be payable from the commencement of the first pay period after the dates specified.

### FARES AND TRAVEL ALLOWANCE

- 60.3. All Employees shall be entitled to receive the fares and travel allowance as follows:

- (a) Employees engaged on the Project.

Distance	1/1/2023	1/7/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Zone 1	\$50	\$55 per day	\$60 per day	\$62 per day	\$64 per day	\$66 per day

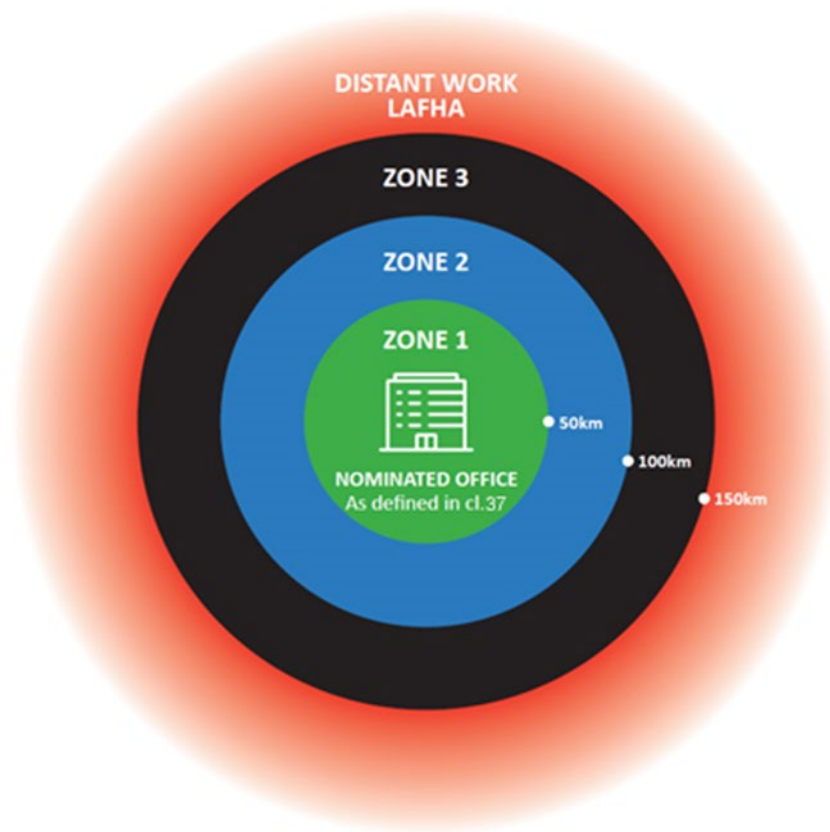
Zone 2	N/A	\$75 per day	\$80 per day	\$82 per day	\$84 per day	\$86 per day
Zone 3	N/A	\$95 per day	\$100 per day	\$102 per day	\$104 per day	\$106 per day

- (b) Zone 2 and 3 only apply to employees who live further than 50kms from their place of work.
- (c) 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.
- (d) At the commencement of the Project the radial distance from the business address to the Project will be calculated.
- (e) 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.
- (f) In the event 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.
- (g) 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 Allowance Tables of this BPIC will continue to apply.
- (h) Apprentices shall receive the following percentage of the amount detailed above:

Stage	Percentage	Stage	Percentage
1 <sup>st</sup>	75%	3 <sup>rd</sup>	90%
2 <sup>nd</sup>	85%	4 <sup>th</sup>	95%



## TRAVEL ALLOWANCE EXPLANATORY DIAGRAM



### LEADING HAND

- 60.4. 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 Leading Hand's charge. Additionally, a Leading Hand will be paid at the hourly rate of the highest classification supervised or the Leading Hand's own hourly rate, whichever is the highest.

## POWER TOOLS

60.5. 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 Allowance Tables of this BPIC.

## ENGAGEMENT OF MORE THAN ONE MOBILE CRANE

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

Number of Cranes	1/7/2022	1/7/2023	1/7/2024	1/7/2025	1/7/2026
2	\$4.42	\$4.64	\$4.87	\$5.12	\$5.37
3	\$8.50	\$8.92	\$9.37	\$9.84	\$10.33
4	\$13.07	\$13.72	\$14.41	\$15.13	\$15.89
5+	\$17.27	\$18.13	\$19.04	\$19.99	\$20.99

## 61. SUPERANNUATION

61.1. The default fund for this Part shall be BussQ.

61.2. All Employees shall be entitled to receive Employer superannuation contributions and shall also co-contribute a minimum amount from their wages.

61.3. On the Project the Employer will contribute on behalf of each Employee the following minimum weekly amount:

Date	1/7/2022	1/7/2023	1/7/2024	1/7/2025	1/7/2026
Super	\$255/week	\$285/week	\$297/week	\$310/week	\$323/week

61.4. On the Project every Employee shall co-contribute by way of salary sacrifice the following minimum weekly amount:

Date	1/7/2022	1/7/2023	1/7/2024	1/7/2025	1/7/2026
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Co-Cont.	\$64/week	\$72/week	\$75/week	\$78/week	\$81/week
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- 61.5. The contributions in clauses 61.3 and 61.4 shall be in addition to all other entitlements prescribed by this BPIC.
- 61.6. Contributions for Apprentices shall be calculated at 12% of ordinary time earnings.
- 61.7. Apprentices shall co-contribute by the way of salary sacrifice 3% of ordinary time earnings.
- 61.8. 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.
- 61.9. 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 , public holidays, personal/carer's 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.
- 61.10. 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.

## 62. INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE

- 62.1. 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	1/3/2022	1/3/2023	1/3/2024	1/3/2025	1/3/2026	1/3/2027
CIPS	\$41.30	\$47.00	\$51.00	\$54.00	*	*

\*To be advised

- 62.2. The income protection policy provided by the Employer will provide \$1600.00 as a weekly benefit in the event of a claim.
- 62.3. 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 62.1 from the date determined by CIPQ will satisfy the Employer's obligations under clause 62.1.
- 62.4. If the Employer does not contribute to CIPQ the amount required under clause 62.1 in respect of each and every Employee, the Employer will pay an additional \$1,500.00 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.

- 62.5. All accrued and unused sick leave will be notified to CIPQ upon termination for each Employee, for the purposes of portable sick leave.

## 63. REDUNDANCY

- 63.1. 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.
- 63.2. 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\*

- 63.3. Apprentice contributions shall be calculated using the following percentage of the trade rate:

Stage	Percentage
1 <sup>st</sup>	50%
2 <sup>nd</sup>	60%
3 <sup>rd</sup>	75%
4 <sup>th</sup>	90%

- 63.4. 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 BUSS(Q). It is the Employee's option only. Where an Employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.
- 63.5. 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 BPIC.

## PART 3 - PLUMBING, MECHANICAL PLUMBING, SPRINKLER FITTING AND PIPE TRADE WORKERS

### 64. DEFINITIONS

64.1. For the purposes of this Part:

**Continuous Service** means a period of continuous employment regardless of an Employee's absence from work for any of the following reasons:

- (a) illness or accident, up to a maximum of four weeks after the expiration of paid personal leave;
- (b) any leave entitlement taken (e.g. annual leave, jury service, public holiday, personal leave, long service leave, etc.);
- (c) injury received during the course of employment and up to a maximum of 26 weeks for which the Employee received workers compensation; and
- (d) any other absence from work except where the Employer notifies the Employee in writing that the Employee's service has been broken.

**Employee** means a Plumbing Worker or Sprinkler Fitter.

**Hourly Rate** means the rate specified in Appendix 1 – Rates of Pay of this BPIC for each classification and is deemed to include the following allowances which customarily were paid under the [Plumbing and Fire Sprinklers Award 2020](#): Base Rate, District Allowance, Registration Allowance, Plumbing Trade Allowance, Industry Allowance, Tool Allowance, Lost Time Loading and Special Allowance.

**Licensed Drainer** will mean a person licensed as a drainer by the appropriate State Authority, or a person holding a certificate covering draining work which is recognised under the provisions of the Australian and New Zealand Reciprocity Association Agreement who within three (3) months makes application for and receives registration from the appropriate State Authority.

**Operator of Explosive-Powered Tools** means an Employee qualified in accordance with the laws and regulations of the State concerned to operate explosive-powered tools.

**Ordinary Time** means the ordinary rate of pay as calculated in accordance with Appendix 1 - Rates of Pay.

**OTE** (alternatively, **Ordinary Time Earnings**) will have the same meaning and explanation as provided by the Australian Taxation Office (**ATO**) as amended from time to time.

**Service Work** means the repair, overhaul and/or alteration of operative fire protection systems involving the daily reinstatement of such systems to normal operating level.

**Trade Assistant** means a person who performs work of an unskilled nature as defined by section 121(1)(a) of the *Plumbing and Drainage Act 2002* (Qld) as amended or replaced from time to time.

**Union** means the Queensland Plumbers Union whether its federally registered entity, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied

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Services Union of Australia (**CEPU**), and/or the CEPU Plumbing Division, Queensland Divisional Branch, and/or or its State-Registered entity, the Plumbers and Gasfitters Employees' Union Queensland, Union of Employees.

## 65. COOPERATIVE ENGAGEMENT AND COMMITMENTS OF THE PARTIES

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

- (a) provide for an efficient, progressive and prosperous plumbing contracting industry for the benefit of the Employer and its Employees;
- (b) the parties agree to act in good faith in fulfilling their respective functions and obligations under this BPIC;
- (c) take an honest and genuine approach to the resolution of any Disputes arising between them;
- (d) give genuine consideration to, and respond to, the positions and proposals of other Parties in relation to any Disputes;
- (e) disclose information (other than confidential or commercially sensitive information) which is relevant to any Dispute in a timely manner;
- (f) develop behaviour driven by consistent, high levels of cooperation, consultation and a free flow of information between all Parties focusing on customer needs, high performance, skills development and job satisfaction for Employees of the Employer;
- (g) maintain the welfare of the Employees of the Employer by establishing best practice occupational health and safety with the emphasis on accident and injury prevention and to seek to improve the standard of living, job satisfaction and continuity of employment for Employees;
- (h) facilitate and assist in continual skills development through training to accommodate new work methods, regulations and technology;
- (i) the Employer is committed to being an industry leader and employer of choice, and to working with the Union to achieve appropriate rates of pay and conditions of employment throughout the industry; and
- (j) the Employer recognises that regulatory reform in the Plumbing and Fire Protection industry has the potential to improve safety and sustainability within the industry. The Employer will endeavour to have constructive discussions with the Union and lawmakers in respect of any such proposed regulatory reforms.

## 66. ENGAGEMENT

66.1. At the time of engagement of each Employee, the Employer must inform the person in writing the terms of their engagement (permanent, part-time or casual), the name of their Employer, the job to be performed, the classification level, and the relevant rate of pay.

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- 66.2. Employees will be engaged in one of the following categories:
- (a) daily hire;
  - (b) weekly hire (all Apprentices);
  - (c) casual; or
  - (d) part-time weekly hire.
- 66.3. Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill/ competence and training consistent with the Employee's classification, provided that such duties are not designed to promote deskilling.

### **PART TIME EMPLOYMENT**

- 66.4. A part-time Employee is an Employee other than an Apprentice who is employed for not less than 10 hours per week and not more than 36 ordinary hours per week or fewer than eight (8) ordinary hours per day and has reasonably predictable hours of work.
- 66.5. For each ordinary hour worked, a part-time Employee must be paid no less than the minimum hourly rate of pay for the relevant classification and pro rata entitlements for those hours. The Employer must inform a part-time Employee of their ordinary hours of work and of their starting and finishing times.
- 66.6. Before commencing a period of part-time employment, the Employee and the Employer will agree in writing:
- (a) that the Employee may work part-time;
  - (b) upon the hours to be worked by the Employee, the days upon which they will be worked and commencing times for the work;
  - (c) upon the classification applying to the work to be performed; and
  - (d) upon the period of part-time employment.
- 66.7. The terms of an agreement may be varied, in writing, by consent of the parties.
- 66.8. A copy of the agreement and any variation to it will be provided to the Employee by the Employer.
- 66.9. An Employee who does not meet the definition of a part-time Employee in this clause and who is not a full-time Employee in accordance with this BPIC will be paid as a casual Employee in accordance with the provisions contained in Part 1 of this BPIC – Casual Employment.
- 66.10. All time worked outside the spread of ordinary hours of work as provided in by the provisions contained in Part 1 of this BPIC – Ordinary Hours, and all time worked in excess of the hours as mutually agreed will be overtime and paid for at the rates prescribed in Part 1 of this BPIC - Overtime.

### **CASUAL EMPLOYMENT**

- 66.11. An Employee who does not meet the definition of a part-time Employee in this clause and who is not a full-time Employee in accordance with this BPIC will be paid as a Casual Employee in accordance with the provisions contained in Part 1 of this BPIC – Casual Employment.

66.12. A Casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed by Part 1 of this BPIC.

## 67. TERMINATION

### PERIODS OF NOTICE

67.1. Either the Employer or the Employee may terminate the Employee's employment by providing the applicable following notice:

- (a) Plumbing Workers (daily hire Employees) – one (1) day;
- (b) Sprinkler Fitters – as per the NES;
- (c) Apprentices – as per the NES; or
- (d) Casual Employees – one (1) hour.

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

67.3. The period of notice in this clause does not apply in the case of dismissal for conduct that justifies instant dismissal.

67.4. In addition to the above notice periods, if the Employer considers it safe to do so, a tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport their tools.

### PAYMENT OF ENTITLEMENTS AT TERMINATION

67.5. Within two (2) days of termination of the Employee's employment, the Employer will pay to the Employee the following entitlements:

- (a) outstanding wages;
- (b) where the Employer initiates the termination and the Employer seeks to pay the Employee in lieu of the Employee working out the notice period, and the dismissal is not a summary dismissal, allowances the Employee would have received if they were to work the notice period;
- (c) accrued annual leave, including 17.5% loading; and
- (d) accrued RDOs including fares and travel for each 7.2 hours.

67.6. Where the Employer terminates an Employee, except for reasons of misconduct or incompetence (proof of which will lie upon the Employer), the Employer will pay the Employee a day's ordinary wages for each holiday or each holiday in a group which falls within 10 consecutive calendar days after the day of termination. Where any two (2) or more of the holidays prescribed in this clause occur within a seven (7) day span, such holiday will be a group of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after termination, the whole group will be deemed to fall within the 10 consecutive calendar days. Christmas Day, Boxing Day and New Year's Day will be regarded as a group.

67.7. The Employer must pay outstanding CIPQ, superannuation, BERT, BEWT and STQ entitlements in accordance with the relevant clauses within this BPIC.



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- 67.8. Should payments required by clauses 67.5 and 67.6 not be made in full within two (2) days of the Employee's termination, the Employee will be entitled to claim payment for all time spent waiting for the wages up to a maximum of eight (8) hours pay per day (including Saturday and Sunday).
- 67.9. Any payments required by clause 68.7 must be paid as soon as is possible after termination of the Employee's employment, in accordance with the payment and contribution processes of the fund. If this does not occur in full, the Employee will be entitled to claim payment for all time spent waiting for the wages up to a maximum of eight (8) hours pay per day (including Saturday and Sunday).
- 67.10. Within 7 days of the termination, the Employer will notify CIPQ of the Employee's sick leave balance and provide the Employee with a separation certificate.

## 68. WAGES

- 68.1. 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:
- (a) 5% from 1 July 2023;
  - (b) 5% from 1 July 2024;
  - (c) 5% from 1 July 2025;
  - (d) 5% from 1 July 2026; and
  - (e) 5% from 1 July 2027.
- 68.2. Employees are entitled to be paid the ordinary time hourly rate of pay shown in Appendix 1 Rates of Pay.

## 69. WAGE, PAYMENT & TIME, AND WAGES RECORDS

- 69.1. Details of each payment made to each Employee must be included in a statement provided to the Employee at the time payment is made and will contain the information prescribed at Part 1 of this BPIC.
- 69.2. All wages, allowances and other monies will be paid by Electronic Funds Transfer (**EFT**) and made available to the Employee not later than the cessation of ordinary hours of work on Thursday of each working week. Payslips are to be provided by the same time.
- 69.3. If the Employer fails to make payment to any Employee as prescribed on the designated payday where an error has occurred of \$150 or greater, the Employee(s) affected will be paid an additional 50% of the total value of the underpayment, unless the Employer provides evidence that the failure is due to some act on the part of the Employee, or to circumstances not under the Employer's control and which could not reasonably have been foreseen and which the Employer took reasonable steps to avoid or overcome.
- (a) Examples of when penalty is NOT payable include:
    - (i) failure is due to some act on the part of the Employee; or
    - (ii) an Employee failed to claim overtime after working it.

- (b) An example of circumstances not under the Employer's control include:
- (i) the Employer is able to demonstrate payment remittance was on time however the bank failed to pay the Employee.

- 69.4. If the Union makes the Employer aware of any underpayment, (which may consist of a single or several components, for example two allowances and unpaid wages) the Employer must rectify the underpayment within either an agreed timeframe, or in the absence of an agreed timeframe, seven (7) days from being made aware or notified.
- 69.5. For any component from clause 69.4 that the Employer does not pay within the required timeframe, the Employer will pay the Employee/s \$100 for each day during which default continues from the end date of the required timeframe until the component has been paid. For clarity this payment is in addition to the 50% penalty in clause 69.3. For the purposes of this clause "day" shall include Monday, Tuesday, Wednesday, Thursday Friday, Saturday and Sunday.
- 69.6. For clarity this clause does not apply if the underpayment is discovered after the Employee(s)' employment is ceased. In such circumstances the penalty set out in clause 67.8 of this BPIC is applicable.

## 70. APPRENTICES

- 70.1. Unless otherwise specified, Apprentices under Part 3 of this BPIC are entitled to all applicable rates and conditions of employment prescribed by Parts 1 and 3 of this BPIC.
- 70.2. Training arrangements for Apprentices shall be in accordance with QIRC Order (No. B585 of 2003) *Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003* and QIRC Order (No. B1849 of 1997) *Supply of tools to apprentices*.
- 70.3. Apprentices shall be paid all wages and allowances as specified by this BPIC whilst attending training, including daily fares and travel. All time spent attending training in the course of the Apprenticeship shall count as time served for all purposes.
- 70.4. The Employer shall be responsible for meeting all costs associated with Apprenticeship/ Traineeship training, including any student registration, tuition fee or other course costs.

### APPRENTICE WAGES

- 70.5. The hourly wage rates of Apprentices are set out at Appendix 1 Rates of Pay, of this BPIC.

### ADULT APPRENTICES

- 70.6. The hourly wage rates of Adult Apprentices are set out at Appendix 1 Rates of Pay of this BPIC.

### TRADE QUALIFIED APPRENTICES

- 70.7. The hourly wage rates of Apprentices who are trade qualified as a plumber, mechanical plumber or fire sprinkler fitter, are set out at Appendix 1 Rates of Pay of this BPIC.

## NUMBER OF APPRENTICES

- 70.8. To ensure Apprentices receive appropriate on the job training by experienced tradespeople and Apprentice numbers are maximised, the Employer shall maintain a ratio of at least one (1) Apprentice to five (5) tradespeople for the first 20 tradespeople employed by the Employer on the Project. For every 10 additional tradespeople employed thereafter, the ratio will be one (1) Apprentice to 10 tradespeople (i.e., the employer employs 30 tradespeople there will be five (5) Apprentices employed).
- 70.9. The Employer and the Union shall discuss and implement agreed strategies to maximise Apprentice intake for the Employer.
- 70.10. Provided that the application of this clause is not used to displace existing Employees, there should be no more Apprentices engaged than tradespeople on any site, project or job (i.e., 1:1 ratio).

## PLUMBER COMPETENCIES

- 70.11. Plumbing Apprentices who commence(d) their employment on or after 1 July 2016 will have successfully gained the following nominated training outcomes in conjunction with the four (4) year term of their Apprenticeship:
- (a) general induction for construction;
  - (b) plumbers and drainers licence;
  - (c) senior first aid;
  - (d) backflow accreditation;
  - (e) TMV accreditation;
  - (f) scissor lift and over 11 metre EWP accreditation;
  - (g) manual handling awareness; and
  - (h) confined space.

## 71. SUPERANNUATION

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

	BPIC Commencement	1 July 2024	1 July 2025	1 July 2026
<b>SUPER (Employer)</b>	\$285.00	\$297.00	\$310.00	\$323.00
<b>SUPER (Employee)</b>	\$72.00	\$75.00	\$78.00	\$81.00

<b>Total Employer Payment</b>		\$357.00	\$372.00	\$388.00	\$404.00
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- 71.3. The Employer must make weekly Employer superannuation contributions for Apprentices in-line with the superannuation guarantee.
- (a) from 1 July 2023 is 11% of their OTE;
  - (b) from 1 July 2024 is 11.50% of their OTE; and
  - (c) from 1 July 2025 is 12% of their OTE.
- 71.4. Apprentices have the option to co-contribute 3% of their OTE by way of salary sacrifice.
- 71.5. The Employer will, on behalf of the Employee, forward the above amounts directly to each Employee's superannuation account each calendar month.
- 71.6. Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of CIPQ and including periods of Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.
- 71.7. All payments will be made based on full week payments. However, where an Employee commences work partly through a pay week, the Employee shall not be entitled for any contribution for that part week. Superannuation payments will commence from the first day of the first full pay week of employment. A superannuation pay week shall be the same pay week as applies to the payment of wages/remuneration. Payment on termination shall be based on a payment for a full week for any commenced week.
- 71.8. Should it be established that the Employer has failed to make the payments in accordance with this BPIC, the Employer shall be liable to make the appropriate contributions immediately and shall also pay an additional amount equal to the fund crediting rate(s) during the period of non-compliance, but no less than 10% per annum.

## MINIMUM CONTRIBUTIONS

- 71.9. Where, due to company structure, no Employees are engaged under Part 3 of this BPIC, the Employer will make a contribution to the STQ Fund equivalent to the superannuation payments under this clause for two (2) Employees.

## 72. REDUNDANCY

- 72.1. The Employer will utilise BERT to meet all liabilities for redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the BERT Fund is paid to the Employee when the Employee is entitled to that payment as described in the Trust Deed creating the BERT Fund.
- 72.2. Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of CIPQ and including periods of Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.

- 72.3. Where the Employee's balance in the BERT Fund reaches \$20,000.00 or an amount that equals 8 weeks wages, the Employee has the option to continue to have contributions paid into BERT or redirected to the Employee's superannuation. It is the Employee's option only.
- 72.4. Contributions to BERT must be made at least on a monthly basis. Details of the Employer's contribution for each month, including when the contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month.
- 72.5. In accordance with the Trust Deed, Employees commencing or ceasing employment are entitled to contributions for the full week of employment whether they work the full week or not.
- 72.6. At the same time as contributions are made to the BERT Fund, the Employer must contribute at least the following weekly amount to the Trustee of the BEWT Fund on behalf of each Employee in accordance with the following:
- (a) \$17.50 per Employee effective from the first pay period from Commencement;
  - (b) \$20.00 per Employee effective 1 July 2024;
  - (c) \$23.00 per Employee effective 1 July 2025;
  - (d) \$25.00 per Employee effective 1 July 2026; and
  - (e) \$28.00 per Employee effective 1 July 2027.

## APPRENTICES

- 72.7. The Employer must make the following weekly contributions on behalf of each Apprentice:

	Apprentices	
	BERT	BEWT
1st Year	\$50	\$5.96
2nd Year	\$55	\$8.20
3rd Year	\$60	\$11.18
4th Year	\$65	\$13.41

## MINIMUM CONTRIBUTIONS

- 72.8. Where, due to company structure, no Employees are engaged under Part 3 of this BPIC, the Employer shall make a contribution to the STQ Fund equivalent to the BERT contributions under this clause for two (2) Employees.

## 73. INCOME PROTECTION AND UNUSED SICK LEAVE

- 73.1. The Employer will contribute the following amounts per week to CIPQ in respect of each of its Employees for, or on account of, the premium insuring income protection for each of those Employees and CIPQ's costs:
- (a) from 1 March 2023 - \$47.00;
  - (b) from 1 March 2024 - \$51.00;

- (c) from 1 March 2025 - \$54.00;
  - (d) from 1 March 2026 - (to be informed by insurer); and
  - (e) from 1 March 2027 - (to be informed by insurer).
- 73.2. 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.
- 73.3. If the Employer does not contribute to CIPQ an amount required by this clause in respect of each and every Employee, the Employer will pay to any Employee who would be entitled to a benefit from CIPQ had payment been made:
- (a) the amount/ value of such CIPQ benefit (e.g. medical expenses, claims management costs, rehabilitation expenses and payment of unused sick leave upon termination of employment); and
  - (b) an additional \$1,600.00 per week for a period of three years.
- 73.4. Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of CIPQ and including periods of Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.

#### MINIMUM CONTRIBUTIONS

- 73.5. Where, due to company structure, no Employees are engaged under Part 3 of this BPIC, the Employer shall make a contribution to the STQ Fund equivalent to the CIPQ payments under this clause for 2 Employees.

## 74. THE SERVICES TRADES QUEENSLAND

- 74.1. STQ's core business objectives are:
- (a) increasing Services Trades sector competency and professionalism;
  - (b) improving worker career opportunities and satisfaction; and
  - (c) building the sector's workforce of the future.
- 74.2. The Employer agrees to support STQ by contributing the following weekly amounts to the STQ Fund for each Employee:
- (a) from Commencement of this BPIC: \$36.00;
  - (b) from 1 July 2024: \$37.00;
  - (c) from 1 July 2025: \$38.00;
  - (d) from 1 July 2026: \$39.00; and
  - (e) from 1 July 2027: \$40.00.
- 74.3. Contributions will continue to be paid on behalf of an Employee during any absence of paid leave (including periods on WorkCover (for the first 12 months), CIPQ and QLeave).

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- 74.4. Contributions shall be calculated on a weekly basis and paid monthly into the STQ Fund. Contributions for new Employees shall commence from the first day of the first full pay week of employment whether working the full week or not. Contributions for Employees on termination shall be based on a payment for any commenced week.
- 74.5. The minimum Employer contribution to STQ will be no less than for two Employees.
- 74.6. The Employer is liable to contribute an amount as specified in the trust deed on such dates as required.

## 75. BUILDING LEVY

- 75.1. The Building Levy is paid weekly and collected by the Plumbing and Pipe Trade Industry Development Fund Pty Ltd (**PPTIDF**) monthly as set out in this clause.
- 75.2. The Building Levy is to ensure facilities are acquired, built and fitted to properly carry out training (including Apprenticeship and post trade) for licensing and registration of Plumbing and Pipe Trade workers and to ensure the long-term future, registration and licensing of the Trade.
- 75.3. From 31 October 2024 the Employer agrees to support PPTIDF by contributing \$15.00 per week for each Employee engaged under Part 3 of this BPIC.
- 75.4. Contributions will continue to be paid on behalf of an Employee during any absence of paid leave (including periods on WorkCover (for the first 12 months), CIPQ and QLeave).
- 75.5. Contributions shall be calculated on a weekly basis and paid monthly into the PPTIDF Fund. Contributions for new Employees shall commence from the first day of the first full pay week of employment whether working the full week or not. Contributions for Employees on termination shall be based on a payment for any commenced week.

## 76. ALLOWANCES

- 76.1. Unless stated in Part 1 or elsewhere in this BPIC, the amounts payable for allowances are listed in Appendix .2.

### ALUMINIUM FOIL INSULATION

- 76.2. Where required to work on the fixing of aluminium foil insulation roofs or walls prior to the sheeting an Employee shall be paid an additional amount per hour or part thereof. Anti-glare type foil is exempted from this payment.

### ASBESTOS ERADICATION

- 76.3. Employees engaged in work involving the removal or any other method of neutralisation of any material which consists of or contains asbestos will be paid, in addition to the rates prescribed in Appendix 1 of this BPIC, an amount per hour worked in lieu of special rates prescribed in the clause with the exception of the allowance for cold work.

### ASBESTOS MATERIALS

- 76.4. Employees required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) as part of the necessary safeguards required by the

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appropriate occupational health authority for the use of materials containing asbestos or to work in close proximity to Employees using such materials will be paid an amount per hour extra whilst wearing such equipment.

### **BITUMEN WORK**

- 76.5. An Employee handling hot bitumen or asphalt, or dipping materials in creosote, will be paid additional amount per hour extra.

### **COLD WORK**

- 76.6. An Employee who works in a place where the temperature is lowered by artificial means to less than 0° Celsius will be paid an additional amount per hour.
- 76.7. Where such work continues for more than two (2) hours, the Employee will be entitled to 20 minutes rest after every two (2) hours work without loss of pay, not including the special rate provided by this sub clause.

### **COMPENSATION FOR TOOLS AND CLOTHING**

- 76.8. An Employee whose clothes, spectacles, hearing aid(s), or tools have been accidentally spoilt by acid, sulphur or other substances will be paid such amount to cover the loss thereby suffered by the Employee will be reimbursed by the Employer to the maximum amount in Appendix 2.
- 76.9. An Employee will be reimbursed by the Employer to the maximum amount in clause 89.9 for loss of tools or clothing by fire or breaking and entering whilst securely stored at the Employer's direction in a room or building on the Employer's premises, job or workshop, or if the tools are lost or stolen while being transported by the Employee at the Employer's direction, or if the tools are accidentally lost over water, or if tools are lost or stolen during an Employee's absence after leaving the job because of injury or illness.
- 76.10. An Employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.
- 76.11. Compensation will not be applied where an Employee has not followed the Employer's clear, reasonable and lawful instructions. The Employer and Employees agree to strict adherence regarding the use and provision of storage facilities.
- 76.12. Where an Employee is absent from work because of illness or accident and has advised the Employer in accordance with Personal Leave/ Carer's Leave provisions in this BPIC, the Employer will ensure that the Employee's tools are securely stored during their absence. If these tools are lost or stolen, the amount payable Appendix 2 for compensation for tools applies.
- 76.13. Reimbursements will be at the current replacement value of new tools of the same or comparable quality.
- 76.14. The Employee will report any theft to the police prior to making a claim on the Employer for replacement of stolen tools.

### **COMPUTING QUANTITIES**

- 76.15. Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other Employees will be paid an additional amount per day or part thereof.



76.16. This allowance does not apply to Employees classified as a Leading Hand and receiving the Leading Hand allowance.

### **CONFINED SPACE**

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

### **CUTTING TILES**

76.18. An Employee engaged on cutting tiles by electric saw will be paid an additional amount per hour extra whilst so engaged.

### **EMPLOYEES ACCEPTING RESPONSIBILITY TO STATUTORY AUTHORITIES**

76.19. An Employee who is required to act on their gasfitters licence(s) issued by an appropriate state authority will be paid an additional amount per week to compensate for making practical and effective use of their licence(s).

76.20. Acting on one's licence means, for example:

- (a) completing work (such as installing, testing, maintaining and repairing) in relation to piping, fittings, fixtures, equipment and appliances;
- (b) signing documents such as company notices, test plans, local authority forms and/ or forms by another governing body / authority / government; and
- (c) assuming responsibility to relevant authorities.

76.21. Payment of this allowance is on a weekly basis and commences when the Employee is required to act on their licence and ceases once the task/ activity has been completed and the required documentation has been submitted. Payment of this allowance is not made during weeks when an Employee is not required to act on their licence.

76.22. The Employer will commence paying this allowance as soon as the Employee begins performing work which they are authorised by their licence(s) to perform.

### **EMPLOYEE ACTING ON WELDING CERTIFICATE**

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

76.24. No Employee shall be entitled to be paid for more than two (2) types of welding.

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

### **EXPLOSIVE POWER TOOLS**

76.26. An operator of explosive powered tools, as defined in this BPIC, who is required to use an explosive powered tool, will be paid an additional amount for every day on which they use such a tool.

### **FUMES**

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

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## HOT WORK

76.28. An Employee who works in a place where the temperature has been raised by artificial means to between 46° and 54° Celsius, or exceeding 54° Celsius, shall receive an additional amount per hour extra, or part thereof. Where such work continues for more than two hours, the Employee will be entitled to 20 minutes rest after every two (2) hours work without loss of pay, not including the special rate provided by this clause.

## INSULATION

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

## LADDER WORK

76.30. An Employee engaged on work requiring a ladder exceeding eight (8) metres above the nearest horizontal plane will be paid an additional amount per hour.

## LASER SAFETY OFFICER ALLOWANCE

76.31. This allowance applies when laser safety equipment is utilised for work within the scope of Part 3 of this BPIC.

76.32. "Laser" means any device, except a Class 1 device, which can be made to produce or amplify electromagnetic radiation in the wavelength range from 100 nanometres to one (1) millimetre primarily by the process of controlled stimulation emission.

76.33. The "Laser Safety Officer" is an Employee who, in addition to the Employee's ordinary work, is qualified to perform duties associated with laser safety, and is appointed as such.

76.34. Where an Employee has been appointed by the Employer to carry out the duties of a Laser Safety Officer, the Employee will be paid an allowance per day or part thereof whilst carrying out such duties. It will be paid as a flat amount without attracting any premium or penalty.

## LEAD BURNING

76.35. An Employee engaged in lead-burning or lead work in connection herewith will be paid an additional amount per hour.

## LEADING HAND

76.36. A Leading Hand is paid an allowance in accordance with Appendix 2.

## SCAFFOLDER'S LICENSE OR CERTIFICATE

76.37. An Employee who holds a current Scaffolder's License or Certificate and is appointed responsible by the Employer for the erection of scaffolding on site, will be paid an additional amount per week extra.

## SERVICE CORES

76.38. All Employees employed on a service core at more than 15 metres above the highest point of the main structure will be paid the multistorey rate appropriate for the main structure plus the

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Towers allowance, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one pay period. For this purpose, the highest point of the main structure is regarded as though it were the ground in calculating the appropriate Towers allowance.

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

### **SERVICE WORK**

- 76.40. An Employee will be paid an amount per day whilst engaged in Service Work to compensate for the particular disabilities involved in such work.

### **TOOLS ALLOWANCE**

- 76.41. The hourly rates for tradespersons specified in Appendix 1 include allowances for the requirement of Employees to purchase and maintain tools in an efficient working order in accordance with the list provided in clause 83. No separate amounts will be paid in respect of those tools.

### **TOXIC SUBSTANCES**

- 76.42. Employees using toxic substances, or materials of a like nature, will be paid an allowance per hour. Employees working in close proximity to Employees so engaged will be paid an additional amount per hour extra.
- 76.43. For the purpose of this allowance, toxic substances will include epoxy-based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst systems will be deemed to be materials of a like nature.
- 76.44. Where an Employee is using materials of the types mentioned in this allowance and such work continues to their meal break, they will be entitled to take a washing time of 10 minutes immediately prior to their meal breaks. Where this work continues to the ceasing time of the day, or is finished at any time prior to the ceasing time of the day, Employees are entitled to take a washing time of 10 minutes.
- 76.45. Washing time break(s) will be counted as time worked.

### **WELDING QUALIFICATION**

- 76.46. An Employee who is requested by their Employer to hold the relevant qualifications required by the various State Government bodies or other relevant Authorities for pressure oxy-acetylene or electric welding, either manual or machine welding, and is required by their Employer to act on such qualifications, shall be paid an additional amount per hour for oxy-acetylene welding and for electric welding for every hour of their employment whether or not they have in any hour performed work relevant to those qualifications held.

### **USE OF EMPLOYEE'S VEHICLE**

- 76.47. When an Employee's vehicle is used for call outs at the request of the Employer, payment of an allowance will be made in accordance with Appendix 2.

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## 77. PUBLIC AND PRODUCT LIABILITY INSURANCE

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

## 78. TRAINING AND RELATED MATTERS

- 78.1. This clause applies to training other than Apprenticeship training or an equivalent contract for training and is intended to supplement the provisions contained in Part 1 of this BPIC.
- 78.2. All parties covered by Part 3 of this BPIC acknowledge the changing pace of technology in the industry and the need for the Employer and Employees to understand those changes and have the necessary skill requirements to keep the Employer at the forefront of the industry.
- 78.3. Where it is agreed by the Employer that additional training should be taken by an Employee, that training may be undertaken either on or off the job. Where courses are available during normal working hours, the Employee has first option of attending training at these times without loss of pay. If practicable, training will be provided on site to minimise down time and costs to the Employer.
- 78.4. Where the Employer requires the Employee to attend training and the training can only be provided out of hours, the Employee will be paid at ordinary rates for all time required to complete the training. The Employer must consider the Employee's individual circumstances before making training outside hours mandatory.
- 78.5. All reasonable cost associated with training, including meals, accommodation and course fees, will be paid by the Employer.

## 79. CALL-BACK

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

## 80. SERVICE WORK BY SPRINKLER FITTERS

- 80.1. A Sprinkler Fitter required to perform service work outside normal working hours for breakdown, accident, or other emergency work, must be paid at the rate of double time. Specific work tasks that are programmed/ scheduled in advance to be performed outside of an Employee's ordinary hours of work and which are not for breakdown, accident, or other emergency work, are not necessarily call-outs.
- 80.2. The calculation of the period of duty will include only the time reasonably occupied in travel or work between the time of the Employee's departure from their normal place of residence and the time of their return thereto, provided that:

- (a) each call-out is treated as standalone; and
- (b) for each call-out, the Employee must be paid for at least a period of three hours at the rate of double time, irrespective of whether the Employee performed three hours of work on that call-out or not.

80.3. This BPIC is subject to the proviso that no existing Employee will suffer a reduction of their existing rate of payment for service work performed outside normal working hours for breakdown, accident or other emergency work.

## ON CALL

80.4. Where a Sprinkler Fitter is required to be on call outside the ordinary hours of work, they must be readily contactable by telephone at all relevant times during such stand-by, and will be entitled to:

- (a) Employees on a permanent stand-by on call roster: an additional minimum payment per week of seven (7) days, as prescribed in Appendix 2, provided that no existing Employee will suffer a reduction of their existing On Call allowance rate;
- (b) Employees, other than those on a permanent stand-by on call roster:
  - (i) for each Monday to Friday on call – an additional 0.7% of (36 hours x the Employee's ordinary rate of pay prescribed in Appendix 1) per night; and
  - (ii) for each Saturday, Sunday, or public holiday on call – an additional 5% of (36 hours x the Employee's ordinary rate of pay prescribed Appendix 1) per day.

*Example: An Employee who earns \$53.30 per hour (in accordance with Appendix 1) would be entitled to a payment of \$13.43 under clause 81.4 (b)(i) and \$95.94 under clause 81.4(b)(ii).*

80.5. An Employee's telephone rental must be paid for by the Employer if this clause 80 applies to the Employee.

## CALL-BACK AND REST PERIOD

80.6. Overtime worked in the circumstances specified in this clause will not be regarded as overtime for the purposes of the Overtime provisions prescribed in Part 3 of this BPIC where the actual time worked is less than four (4) hours on such recall or on each such recalls.

# 81. LEAVE ENTITLEMENTS

## PUBLIC HOLIDAYS

- 81.1. Employees are entitled to public holidays in accordance with the provisions contained in Part 1 of this BPIC.
- 81.2. Where the Employer and a majority of Employees agree, another day maybe taken in lieu of a public holiday.
- 81.3. An Employee who works on any of the public holidays or substitute days prescribed in this clause, will be paid at the rate of double time and a half for all time worked, with a minimum four hours work or paid for four hours at the appropriate rate.

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## ANNUAL LEAVE

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

## PAYMENT FOR ANNUAL LEAVE

- 81.5. Employees will also be paid an amount equivalent to 17.5% of the fares and travel entitlement that would have accrued to the Employee for the period of annual leave, had the Employee remained at work for that period.

## PAYOUT OF ANNUAL LEAVE

- 81.6. Annual leave maybe paid out at the request of the Employee only. Only leave accrued in excess of 6 weeks may be paid out. In accordance with section 93 of the FW Act, for annual leave to be paid out each instance will require a separate agreement in writing between the Employer and Employee. The Employee will be paid at least the full amount that would have been payable to them had they taken the leave. Any leave paid out will be paid out in accordance with clauses 81.7 and 81.8 in of this BPIC.
- 81.7. Employees shall be paid an amount equal to the weekly payment to superannuation, BERT, BEWT and CIPQ for each week of annual leave paid out.

## TAKING OF ANNUAL LEAVE

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

## PERSONAL LEAVE/ CARER'S LEAVE

- 81.1. Permanent Employees are entitled to personal/ carer's leave in accordance with the provisions contained in Part 1 of this BPIC.
- 81.2. In addition to the provisions contained in in Part 1 of this BPIC the following provisions will apply to Employees in Part 3 of this BPIC:
- (a) an Employee who is reengaged by the Employer within a period of 6 months will have their unclaimed personal leave balance reinstated from the day of re-engagement. If the unused sick leave was notified to CIPQ and added to the Employee's sick leave bank, it shall be removed once it has been re-credited to the Employee; and

- (b) for each day taken of personal leave the Employee will be paid 7.2 hours and 0.8 of an hour will be added to the Employee's RDO balance.

### **COMPASSIONATE LEAVE**

- 81.3. Employees are entitled to compassionate leave in accordance with the provisions contained in Part 1 of this BPIC.

### **PARENTAL LEAVE**

- 81.4. Employees are entitled to parental leave in accordance with the provisions contained in Part 1 of this BPIC.

### **LONG SERVICE LEAVE**

- 81.5. Employees are entitled to long service leave in accordance with the provisions contained in Part 1 of this BPIC.

### **UNPAID LEAVE**

- 81.6. Employees may request unpaid leave in accordance with the provisions contained in Part 1 of this BPIC.

### **JURY SERVICE LEAVE**

- 81.7. An Employee required to attend for jury service will be entitled to have their pay made up by the Employer to equal the Employee's ordinary pay as for 8 hours (in accordance the Rostered Days Off clause in Part 3 of this BPIC) per day plus fares whilst meeting this requirement. The Employee will give the Employer proof of such attendance and the amount received in respect of such jury service.

### **COMMUNITY SERVICE LEAVE**

- 81.8. Employees are entitled to Community Service Leave in accordance with the provisions contained in Part 1 of this BPIC.

### **FAMILY AND DOMESTIC VIOLENCE LEAVE**

- 81.9. Employees are entitled to Family and Domestic Violence Leave in accordance with the provisions contained in Part 1 of this BPIC.

## **82. CLASSIFICATIONS**

- 82.1. At the time of engagement of each Employee, the Employer must inform the person in writing the terms of their engagement (permanent, part-time or casual), the name of their Employer, the job to be performed, the classification level, and the relevant rate of pay.
- 82.2. 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 are not designed to promote deskilling.
- 82.3. Apprentices and sheet metal workers with AQF level 3 qualifications will be engaged as weekly hire employees.

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## KEY CONCEPTS AND TERMS

For the purposes of this clause:

- 82.4. **CSQ** means Construction Skills Queensland. CSQ will be the recognised authority (for the purpose of this clause) to endorse competency standards and skill sets required for the major commercial plumbing industry sector in Queensland.
- 82.5. **Fabrication** includes:
- (a) the fabrication of pipes for chilled water and condenser water in workshop establishments; and
  - (b) the application of tradesperson's skills to cut, join or make up pipes into plumbing articles or pipe work in a plumbers' workshop or on a site where normally performed by a plumbing or mechanical tradesperson.
- 82.6. **Fields of Work** means a defined group of related skills and work functions exhibiting common features and aimed at providing more efficient and productive work organisation, as well as more satisfying and well-paid jobs. In respect of this clause 82, the fields of work are sanitary plumbing/water supply/drainage, gas fitting, roofing and cladding, mechanical services (including air conditioning), lagging, pool plumbing, beer and spirits plumbing, water storage tank plumbing, and irrigation. A stream shall be taken to include any work that is complementary, ancillary or enabling in its nature relative to the trade activity. The principal purpose of fields of work is to facilitate the development of training modules.
- 82.7. **General Supervision** means working under general supervision means a person who:
- (a) receives general instructions, usually covering only the broader technical aspects of the work;
  - (b) may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made;
  - (c) has their assignments reviewed on completion;
  - (d) although competent and well experienced, there may be occasions on which the person will receive more detailed instructions.
- 82.8. **Lagging** means an Employee who carries out work or is employed or usually employed in executing pipe and or duct lagging or domestic engineering work, whether prefabricated or not, or who executes any work in or in connection with sheet lead, galvanised iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers including but not limited to:
- (a) external installation;
  - (b) internal insulation;
  - (c) chilled water insulation; and
  - (d) acoustic insulation.
- 82.9. **Limited Supervision** means working under limited supervision means a person who:
- (a) receives limited instructions normally confined to a clear statement of objectives;
  - (b) has their work usually measured in terms of the achievement of stated objectives; and



- (c) is fully competent and very experienced in a technical sense and requires little guidance in the performance of their work.

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

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

- (a) documentary evidence concerning registration with any of the portable industry long service leave schemes; and/or
- (b) documentary evidence concerning contributions into an approved industry superannuation fund (e.g. CBUS, BUSSQ).

The new entrant classification does not apply to persons who were employed in the building and construction industry prior to the introduction of this BPIC. Such Employees are subject to the transition arrangements set out in this BPIC.

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

Nothing contained in this clause will prevent a party from submitting a dispute about the status of an Employee for determination under the dispute settlement procedure of this BPIC.

82.12. **Prefabrication** includes:

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

82.13. **Registered Plumber and/or Gasfitter** means a plumber holding registration in accordance with the appropriate Queensland Authority.

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

82.15. **Streams or Skill streams** means a broad grouping of skills that relate to a particular phase or aspect of production. A stream may be comprised of a number of fields of work.

82.16. **Trade certificate (*Plumbing and Mechanical Services Classifications*)** means a Trade Certificate Level 3 or its equivalent relevant to the Plumbing and Mechanical Services Industry, including those of Plumber or Mechanical Plumber or a Trade Certificate Level 3 in Engineering – Fabrication.

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

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

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

82.17. **Trade certificate (*Sprinkler Fitting Classifications*)** means a trade certificate or its equivalent relevant to the Fire Protection Industry. A person who has a trade certificate or its equivalent which is relevant to the Sprinkler Fitting Industry will be deemed to have a trade certificate for the purpose of the definition of Sprinkler Fitting Tradesperson Level 1. Whether a trade certificate or its equivalent is relevant will be determined by the appropriate regulatory body.

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

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

82.18. **Plumbing** means plumbing, gas fitting, roof plumbing, lead burning, ship plumbing, heating, air-conditioning or ventilation plumbing, installation of metal cladding, fire sprinkler fitting, mechanical plumbing, water storage tank plumbing, irrigation installation, lagging, irrigation plumbing, pool plumbing, pipe-fitting or domestic engineering work, whether prefabricated or not, engaged on-site or in construction work or any work in or in connection with:

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

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

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

82.21. **Services stream (Sprinkler Fitting)** means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this clause.

## ENGAGEMENT AND CLASSIFICATION

- 82.22. The Employer will instruct each Employee upon engagement the classification level they are employed at in accordance with the below table.
- 82.23. Employees shall be paid the rates of pay described in Appendix 1 in accordance with the level to which they are classified.
- 82.24. In determining the appropriate classification/reclassification of a position or job to be filled by an Employee, an Employer will give full regard to:
- (a) whether the Employee has proven competencies to the classification sought within an approved skills package;
  - (b) whether the Employee is or is likely to utilise 50% or more of the competencies mentioned above during his/her employment with the Employer over a reasonable period of time;
  - (c) whether the Employee possess the skills required for the Employee's base level of pay; and/or
  - (d) the experience and/or qualifications of the Employee in relevant indicative tasks nominated in the classification definitions contained in the Division.
- 82.25. If a dispute arises as to the proper classification of a position or job to be filled by an Employee the matter will be determined in accordance with the dispute settlement procedure of this BPIC provided that the Parties may seek to have the process informed by persons with technical/educational expertise to assist in the process of resolving the dispute and any other persons the parties believe would assist in the resolution of the dispute.

## CLASSIFICATION STRUCTURE

Classification	Relativity to Tradesperson (%)
<b>Plumbing &amp; Mechanical Services Classifications</b>	
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (new entrant) (under the age of 21)	55
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) (new entrant) (over the age of 21)	75
Plumbing and Mechanical Services Worker Level 2(a) (new entrant) (upon commencement in the industry)	85
Plumbing and Mechanical Services Worker Level 2(b) (after 3 months in the industry or, for those translating from level 1, after 3 months at level 2(a))	88
Plumbing and Mechanical Services Worker Level 2(c) (after 12 months in the industry or, for those translating from level 1, after 12 months at level 2(b))	90
Plumbing and Mechanical Services Worker Level 2(d) (upon fulfilling the substantive requirements of this classification)	92.4
Plumbing and Mechanical Services Worker Level 3	100
Plumbing and Mechanical Services Tradesperson Level 1	100

<b>Classification</b>	<b>Relativity to Tradesperson (%)</b>
Plumbing and Mechanical Services Tradesperson Level 2	105
Plumbing and Mechanical Tradesperson – Special Class Level 1	110
Plumbing and Mechanical Tradesperson – Special Class Level 2	115
Advanced Plumbing and Mechanical Services Tradesperson Level 1	120
Advanced Plumbing and Mechanical Services Tradesperson Level 2	125
<b>Sprinkler Fitting Classifications</b>	
Sprinkler Fitter Assistant	86.29
Sprinkler Fitting Tradesperson Level 2	105.2
Sprinkler Fitting Tradesperson – special class level 1	110
Sprinkler Fitting Tradesperson – special class level 2	115
Advanced Sprinkler Fitting Tradesperson Level 1	120
Advanced Sprinkler Fitting Tradesperson Level 2	125
<b>Roofing Classifications</b>	
Roof Plumber (possessing relevant Certificate III trade qualification)	105.2
Roof Plumber (fully competent to trade level)	100
Roof Plumber (trade assistant)	80
<b>Lagging Classifications</b>	
New Entrant/ Assistant	65
Lagger Class B	85
Lagger Class C	90
Lagger Class D	95
Tradesperson, Lagger, Sheet Metal Worker	100
Apprentices are paid in accordance with the provisions of Part 3 of this BPIC	

## CLASSIFICATION DEFINITIONS

82.26. For clarity, supervisors of Employees engaged under the below classifications will be engaged in accordance with CW8 in Part 2 of this BPIC.

## PLUMBING AND MECHANICAL SERVICES

### Plumbing And Mechanical Services Assistant/ Plumbing And Mechanical Services Sheet Metal Worker

82.27. This classification incorporates, among other things, the following former classifications:

- (a) Plumbing and mechanical services sheet metal worker level 1(a) new entrant under the age of 21 (after 12 months employees not offered an Apprenticeship will be moved to Plumbing and Mechanical Services Worker level 1(b));
- (b) Plumbing and mechanical services sheet metal worker level 1(b) (new entrant) over the age of 21;
- (c) Plumbing and mechanical services worker level 2(a) (new entrant) - upon commencement in the industry;
- (d) Plumbing and mechanical services worker level 2(b) - after three months in the industry (after three months in the industry or, for those translating from level 1, 3 months at level 2(a));
- (e) Plumbing and mechanical services worker level 2(c) - after twelve months in the industry (after twelve months in the industry or, for those translating from level 1, following 12 months at level 2(b)); and
- (f) Plumbing and mechanical services worker level 2(d) - upon fulfilling the substantive requirements of plumbing and mechanical services worker level 2(d).

82.28. This classification further incorporates where work is performed by a Trades Assistant “of an unskilled nature” as defined by the *Plumbing and Drainage Act 2002* (Qld), as amended and/or replaced from time to time. Subject to any determination of the Plumbers and Drainers Board the Parties to this BPIC define work of an unskilled nature to mean:

- (a) organising of tools;
- (b) painting of pipe;
- (c) carry pipe around the work site;
- (d) lay pipe out;
- (e) assist in measuring up;
- (f) concreting around pipes;
- (g) install penetration seals;
- (h) assist in fire rating;
- (i) clean up;
- (j) carry out other labouring tasks e.g. dig holes, loading and unloading material and equipment; and
- (k) pick up and deliver material and equipment to site.

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

82.29. A Plumbing and Mechanical Services Worker Level 2(d) is an Employee who has fulfilled the substantive requirements of a Plumbing and Mechanical Services Worker Level 2(d) as detailed below. An Employee at this level will have:

- (a) for Plumbing and Mechanical Services workers - successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 1 consisting of 16

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appropriate modules of structured training agreed to between the Parties to this BPIC;  
or

- (b) obtained equivalent skills gained through work experience subject to competency testing to the prescribed standard covering the same content as the above modules of training.

82.30. An Employee at this level performs work above and beyond the skills of an employee at Plumbing and Mechanical Services Worker Level 2(c) and to the level of her/his training:

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

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

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

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

82.32. A Plumbing and Mechanical Services Worker Level 3 is an Employee who has:

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

82.33. Employee at this level performs work to the level of her/his training:

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

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

- (a) operating a laser when carrying out levelling;
- (b) read and interpret plans and specifications;
- (c) operate machinery and equipment;
- (d) assists with informal on-the-job guidance to other employees to a limited degree; and
- (e) performs work for which a Drainers license is required.

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

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

- (a) exercises good interpersonal and communication skills;
- (b) reads, interprets and applies information from plans;

- (c) understands and applies quality control techniques;
- (d) exercises discretion within the scope of this grade;
- (e) performs work under general supervision either individually or in a team environment;
- (f) is able to perform tasks safely and be able to identify hazards within their sphere of work;
- (g) assists with informal on-the-job guidance to a limited degree;
- (h) performs non-trade tasks incidental to their work;
- (i) has knowledge of the fields of work within the Plumbing and Mechanical Services sector of the services stream and how they relate to the other areas of the services stream; and
- (j) performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

82.36. The Plumbing and Mechanical Services Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this clause as it applied prior to this BPIC who is not:

- (a) engaged on tasks purely of an unskilled nature;
- (b) a Licensed Drainer;
- (c) a Licensed Plumber;
- (d) a Licensed Gasfitter;
- (e) a Mechanical Plumber performing any Mechanical Services-Pipe work; and/or
- (f) holding a trade certificate level 3 in a trade within the national plumbing training packages.

82.37. For clarity, this classification includes among other things, non-licensed persons performing irrigation plumbing, 'beer plumbing', water storage tank plumbing, installation of metal cladding, and pool plumbing.

#### **Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)**

82.38. A Plumbing and Mechanical Services Tradesperson Level 2 is either:

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



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- 82.39. A Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond a Plumbing and Mechanical Services tradesperson at Level 1 and to the level of her/his/their training:
- (a) exercises the skills attained through completion of the training prescribed for this classification;
  - (b) works under general supervision either individually or in a team environment;
  - (c) understands and implements quality control techniques;
  - (d) provides trade guidance and assistance as part of a work team;
  - (e) exercises discretion within the scope of this grade;
  - (f) has knowledge of occupational, health and safety requirements subject to the level of their training; and
  - (g) reads, interprets and applies information from plans.
- 82.40. For a Plumbing and Mechanical Services Tradesperson Level 2, the following indicative tasks which an employee at this level may perform are subject to the Employee having the appropriate trade and post trade training to enable them to perform the particular tasks:
- (a) exercises skills involved in fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
- 82.41. Where a skills package has been identified and approved by the CSQ Services Skills Advisory Committee as core skills possessed by plumbers within the construction industry within each field of work of the services stream then such skills shall be a prerequisite for further progression under this career path.
- 82.42. Where an Employee possesses less than half of the skills identified above the Employer may require such Employee to undertake gap training until such Employee is competent within the field of work.
- 82.43. For clarity, this classification includes, among other things, licensed persons performing irrigation plumbing, 'beer plumbing', water storage tank plumbing, installation of metal cladding, and pool plumbing.

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

- 82.44. A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 is a Plumbing and Mechanical Services Tradesperson Level 2 who has successfully completed the following training requirements:
- (a) has been assessed as a competent plumber within the relevant field of work; and
  - (b) three appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 2; or
  - (c) the equivalent; or

- 
- (d) will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.
- 82.45. A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson Level 2 and to the level of her/his/their training:
- (a) exercises the skills attained through completion of the training prescribed for this classification;
  - (b) understands and implements quality control techniques;
  - (c) provides trade guidance and assistance as part of a team;
  - (d) exercises discretion within the scope of this grade;
  - (e) works under limited supervision, either individually or in a team environment; and
  - (f) reads, interprets and applies information from plans.
- 82.46. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post trade training to enable the Employee to perform the particular indicative tasks:
- (a) exercise precision trade skills using various materials and/or specialised techniques;
  - (b) schedule and plan work activity;
  - (c) write brief reports on work activity;
  - (d) have knowledge of the Australian Standards applying to their sphere of work;
  - (e) recognise hazards associated with tasks in their field of work; and
  - (f) for Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

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

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

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

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

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

- (a) exercises high precision trade skills using various materials and/or specialised techniques; and
- (b) for Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) use information from plans to identify, diagnose and solve problems related to work in a specific field;
- (b) be able to identify any deviations from plans and sketches;

- (c) schedule and plan work for a team and provide brief reports on the progress and quality of the work;
- (d) exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or consumer piping systems; and
- (e) exercises diagnostic skills in respect of various systems in plumbing and mechanical services.

## SPRINKLER FITTING

### Sprinkler Fitting Assistant (86.29%)

82.58. The *Plumbing and Drainage Act 2003* (Qld) limits work done by a Trades Assistant to work “of an unskilled nature”. Subject to any determination of the Plumbers and Drainers Board the Parties to Part 3 of this BPIC define work of an unskilled nature to mean:

- (a) organising of tools;
- (b) painting of pipe;
- (c) carry pipe around the work site;
- (d) lay pipe out;
- (e) assist in measuring up;
- (f) concreting around pipes;
- (g) install penetration seals;
- (h) assist in fire rating;
- (i) clean up;
- (j) carry out other labouring tasks e.g. dig holes, loading and unloading material and equipment; and
- (k) pick up and deliver material and equipment to site.

### Sprinkler Fitting Tradesperson Level 2 (105%)

82.59. A Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed three appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1 (or equivalent) or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

82.60. A Sprinkler Fitting Tradesperson Level 2 works above and beyond a Sprinkler Fitting Tradesperson at level 1 and to the level of her/his/their training:

- (a) exercises the skills attained through completion of the training prescribed for this classification;
- (b) works under general supervision either individually or in a team environment;

- (c) understands and implements quality control techniques;
- (d) provides trade guidance and assistance as part of a work team;
- (e) exercises discretion within their level of training;
- (f) has knowledge of occupational, health and safety requirements subject to the level of their training; and
- (g) reads, interprets and applies information from plans.

82.61. The following indicative task which an Employee at this level may perform is subject to the Employee having the appropriate Trade and Post Trade training to enable them to perform the particular task:

- (a) exercises the skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

#### **Sprinkler Fitting Tradesperson – Special Class Level 1 (110%)**

82.62. A Sprinkler Fitting Tradesperson – Special Class Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements successfully completed six appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1 (or equivalent) or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

82.63. A Sprinkler Fitting Tradesperson – Special Class Level 1 works above and beyond a Sprinkler Fitting Tradesperson Level II and to the level of her/his/their training:

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

82.64. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate Trade and Post Trade training to enable the Employee to perform the particular indicative tasks:

- (a) exercises precision trade skills using various materials and/or specialized techniques;
- (b) schedules and plan work activity;
- (c) writes brief reports on work activity
- (d) has knowledge of the Australian Standards applying to their sphere of work;
- (e) recognises hazards associated with tasks in their field of work; and

- (f) exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

### **Sprinkler Fitting Tradesperson – Special Class Level 2 (115%)**

82.65. A Sprinkler Fitting Tradesperson – Special Class Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements successfully completed nine appropriate modules in addition to the requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

82.66. A Sprinkler Fitting Tradesperson – Special Class Level 2 works above and beyond a Sprinkler Fitting Tradesperson – Special Class Level 1 and to the level of her/his/their training:

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

82.67. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate Trade and Post Trade training to enable the Employee to perform the particular indicative tasks:

- (a) exercises high Precision Trade Skills using various materials and/or specialised techniques; and
- (b) exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

### **Advanced Sprinkler Fitting Tradesperson Level 1 (120%)**

82.68. An Advanced Sprinkler Fitting Tradesperson Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed ten and half appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training (or equivalent) or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

82.69. An Advanced Sprinkler Fitting Tradesperson Level 1 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 2 and to the level of their training.

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

- (a) exercises the skills attained through completion of the training prescribed for this classification;

- (b) exercises discretion within their level of training;
- (c) is able to provide trade guidance and assistance as part of a work team;
- (d) understands and implements quality control techniques;
- (e) works under limited supervision either individually or in a team environment; and
- (f) reads, interprets and applies information from plans.

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

- (a) exercises high Precision Trade Skills using various materials and/ or specialised techniques; and
- (b) exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO<sub>2</sub> systems, deluge systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

#### **Advanced Sprinkler Fitting Tradesperson Level 2 (125%)**

82.72. An Advanced Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed 12 appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training (or equivalent) or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

82.73. An Advanced Sprinkler Fitting Tradesperson Level 2 works above and beyond an Advanced Sprinkler Fitting Tradesperson Level 1 and to the level of their training.

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

- (a) undertake quality control and work organisation at a level higher than for Advanced Sprinkler Fitting Tradesperson Level 1;
- (b) provide trade guidance and assistance as part of a work team;
- (c) assist in the provision of training to Employees in conjunction with supervisors/ trainers;
- (d) perform maintenance planning and predictive maintenance work within their field of work;
- (e) prepare reports of a technical nature on specific tasks or assignments as directed; and
- (f) exercise broad discretion within the scope of this level.

82.75. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate Trade and Post-trade Training to enable the Employee to perform the particular task:

- (a) use information from plans to identify, diagnose and solve problems related to their sphere of work;



- (b) be able to identify any deviations from plans and sketches;
- (c) schedule and plan work for a team and provide brief reports on the progress and quality of the work;
- (d) exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge systems, pumps and pump control systems, hydrant systems, hose reels, combined systems or explosive suppressive systems; and
- (e) exercising diagnostic skill in respect to various systems in fire protection.

## **LAGGING**

82.76. Workers engaged in Lagging work (as defined) will be paid the corresponding relativity pay rate prescribed in the Plumbing and Mechanical Services Rates of Pay table in Appendix 1 of this BPIC.

### **Lagging New Entrant/ Assistant (75%)**

82.77. An Employee who does not meet the requirements of any other classification.

### **Lagger Class B (85%)**

82.78. An Employee who has completed 12 months within the industry and can carry out two of the below work classes with limited supervision and be credited with and carry out two of the above work classes.

- (a) external insulation;
- (b) internal insulation;
- (c) chilled water insulation; and
- (d) acoustic insulation.

### **Lagger Class C (88%)**

82.79. An Employee who can carry out all of the following work classes with limited supervision:

- (a) external insulation;
- (b) internal insulation;
- (c) chilled water insulation; and
- (d) acoustic insulation.

### **Lagger Class D (92%)**

82.80. An Employee who has 12+ months experience and who can carry out all of the above.

### **Tradesperson, Lagger, Sheet Metal Worker (100%)**

82.81. An Employee who can carry out and is accredited in all of the above work classes and manufactures and fits sheathing.

## ADULT APPRENTICES

82.82. 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 this clause will be paid a minimum rate equal to the rate of pay for a third-year Apprentice, for the first three years of the Apprenticeship.

## APPRENTICES: PLUMBER COMPETENCIES

82.83. For those plumbing Apprentices that commence their employment during the life of this BPIC, they will have successfully gained the following nominated training outcomes in conjunction with the four-year term of their Apprenticeship.

- (a) general induction for construction;
- (b) plumbers and drainers licence;
- (c) senior first aid;
- (d) backflow accreditation;
- (e) TMV accreditation;
- (f) scissor lift and over 11 metre EWP accreditation;
- (g) manual handling awareness; and
- (h) confined space.

## 83. TOOL LIST

83.1. For the purposes of the tool allowance in Appendix 2

1 Pair 225mm Footprints	1 Hand Wood Saw 660mm
1 Pair 250mm Stillsons	1 PVC Conduit Cutters
1 Pair 450mm Stillsons	1 WireBrush
1 Pair 250mm Vice Grips	1 Battery Drill with Battery and charger
1 Standard Screw Driver set (or equivalent)	1 13mm Cold Chisel
1 Pair 225mm Multigrips	1 25mm Cold Chisel
1 Pair 200mm Pincers	1 Stanley Knife
1 Pair Left Hand Wiss Snips	1 Flint Gun
1 Pair Right Hand Wiss Snips	1 25mm Woodchisel
1 Pair Pop Rivet Pliers	1 150mm Crescent Shifting Spanner
1 Pair 15mm Copper Tube Benders	300mm Crescent Shifting Spanner
1 Set Allen Keys 1mm - 10mm	1 250mm Rasp & Handle
1 Set Tube Expanders 12mm - 25mm	1 250mm Half Round File & Handle

1 Set Ratchet Socket Wrench 6mm - 25mm or	1 Hacksaw (Sandvik 225)
1 Set Open End/ Ring Spanners 6mm - 16mm	1 Junior Hacksaw
1 Cross Pein Hammer 10 OZ	1 Tube Cutter 3mm - 32 mm
1 Claw Hammer 20 OZ	1 Tapered Bent Pin
1 Trap or Spud Wrench	1 Pointing Trowel
1 Lump Hammer 4 LB	1 Basin Spanner
1 Bevel Square 250mm	1 Strap Wrench
1 Set Square 300mm	1 Centre Punch
1 Spirit Level 600mm	1 Prick Punch
1 Brickies String Line	1 Nail Bag
1 Chalk-O-Matic	1 Tool Box or Carry All or equivalent
1 Plumbob 450gr	
1 Mastic Gun	
1 8 Metre Measuring Tape	

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

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

\*The above Tool list is for Plumbing and Mechanical Services classifications only. Sprinkler Fitter classifications are not required to provide the tools listed.

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## PART 4 – ELECTRICAL WORKERS

### 84. DEFINITIONS

84.1. For the purposes of this Part:

**Communications Tradesperson** is an Employee who holds a Communications Trade Certificate and has completed a Cert III in Data and Voice Communications (UEE30407) or a Cert III in Electronics and Communications (UEE30907).

**Country Work** means all work done outside a radius of 50 kilometres of an Employer's workshop: Provided that where an Employer does not have a workshop or recognised place of business, Country Work will mean all work done outside a radius of 50 kilometres from the principal Post Office of the nearest town.

**Employee** means an Electrical Worker.

**Foreperson Grade 1** means a suitably qualified Electrical Tradesperson, who is employed as Foreperson Grade 1 and is responsible for the successful completion of a project or projects in line with the schedule of work as programmed. Such Employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 1 could be required to supervise Leading Hands and other Employees.

**Foreperson Grade 2** means a suitably qualified Electrical Tradesperson, who is employed as a Foreperson Grade 2 and who is given the responsibility for the successful completion of projects in line with the schedule of work as programmed. Such Employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 2 could be required to supervise Forepersons Grade 1, Leading Hands and other Employees.

**Leading Hand** means any electrical worker (other than a supervisor or foreperson) who is placed in charge of work on which three or more Employees, in addition to the electrical worker, are engaged.

**Registered Office** means any office of the Employer at which the Employer conducts business, including branch offices. The Employer will not have more than one Registered Office within a 50 kilometre radius within the State boundary.

### 85. CLASSIFICATIONS

85.1. The classifications for Employees under this Part are in accordance with Schedule A of the *Electrical, Electronic and Communications Contracting Award 2020*. Rates pay are included at Appendix 1

### 86. TRAINING

86.1. The relevant National and State Industry Training Advisory Boards, covering the vocational areas of electro-technology (electrical and electronics), will have the responsibility, with the support of the industrial parties, for the development of training packages and accredited training products for endorsement by the Australian National Training Authority or the State Training Authorities and the provision of advice and assistance to the Australian National

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Training Authority and the State Training Authorities in respect of matters relating to training in the industries and callings covered by this BPIC including, but not limited to, the following:

- (a) qualifications, units of competency and accredited training products;
- (b) competency and other training and skills standards;
- (c) industry endorsed training courses;
- (d) underpinning knowledge and skills; and
- (e) on-the-job training guidelines;

### **COMMITMENT TO TRAINING**

86.2. The Parties to this BPIC recognise that in order to increase the efficiency and productivity of the Electrical Contracting Industry, a continuing commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more suitably skilled and flexible workforce;
- (b) providing Employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the utilisation of skills acquired.

86.3. Within 6 months of the implementation of this BPIC a training committee will be established. That training committee will be constituted by equal numbers of Employer and Employee representatives and have a charter which clearly states its role and responsibilities, for example:

- (a) formulation of a training programme and availability of training courses and career opportunities to Employees;
- (b) dissemination of information on the training programme and availability of training courses and career opportunities to Employees;
- (c) the recommending of individual Employees for training and reclassification; and
- (d) monitoring and advising management and Employees on the on-going effectiveness of the training.

### **ADDITIONAL TRAINING**

86.4. Where through a training committee and with the Employee concerned, it is agreed that the additional training in accordance with the programme developed should be undertaken by an Employee, that training may be undertaken either on or off the job:

86.5. Provided that if the training is undertaken during ordinary hours of work the Employer concerned will not unreasonably withhold such paid training leave.

86.6. Where agreed additional training is undertaken by an Employee, any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the Employer's technical library) incurred in connection with the undertaking of training will be reimbursed by the Employer upon production of evidence of such expenditure, provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress.

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- 86.7. Travel costs incurred by an Employee undertaking agreed additional training in accordance with this clause, which exceed those normally incurred travelling to and from work, will be reimbursed by the Employer.

### SKILL DEVELOPMENT

- 86.8. The Employer acknowledges the changing pace of technology in the construction/electrical contracting industry and the need for Employees to understand those changes and have the necessary skill requirements to keep the Employer at the forefront of the industry.
- 86.9. The Parties to this BPIC recognise that in order to increase the efficiency, productivity and competitiveness of the Employer, a commitment to training and skill development is required. Accordingly, the Parties commit themselves to:
- (a) developing a more highly skilled and flexible workforce; and
  - (b) providing Employees with career opportunities through appropriate training to acquire the additional skills as required by the Employer,
- taking into account:
- (c) the current and future skill needs of the Employer;
  - (d) the size, structure and nature of the Employer; and
  - (e) the need to develop vocational skills relevant to the Employer and the Electrical Contracting Industry.
- 86.10. The Employer is committed to developing and implementing skills formation opportunities for its Employees covered by this BPIC.
- 86.11. Specific training will be given to all Employees who, through promotion or changing job roles, need training in specific areas. Training provided by the Employer has traditionally been carried out during normal working hours.
- 86.12. The Employer will pay for course fees and training time for Employer required courses. Special courses requested by Employees will be assessed on an Employer-needs basis. Suitable arrangements and provision of costs will then be determined. Out of hours training time for these courses will not be paid by the Employer.
- 86.13. Where a course (such as a cabling course) has a licence requirement which is beneficial to the Employer, the Employer will pay for the course fee, manuals, materials, books and updates. Licence renewal will be the responsibility of the Employee.

### QUALITY ASSURANCE

- 86.14. The Parties endorse the underlying principles of the Employer's quality management system, which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the contract with its customer. This requires the Employer to establish and maintain, implement, train and continuously improve its procedures and processes, and the Employees to follow the procedures, document their compliance and participate in the improvement process. In particular, this will require Employees to regularly and reliably fill out documentation and checklists to signify that work has been carried out in accordance with requirements. Where necessary, training will be provided in these activities.

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## CONSTRUCTION WIRING COURSE

- 86.15. Where the Employer is responsible for the installation of Construction wiring, such wiring will comply with the appropriate standards being AS:NZ/3012, AS:NZ/3000 AS/1680 & AS/2293.2.
- 86.16. The Employer will nominate electricians responsible for the Construction Wiring on each site.
- 86.17. Those nominated electrician/s responsible for Construction Wiring will attend and successfully complete that agreed accredited training course delivered by an accredited training provider.
- 86.18. The Employer will release relevant Employees during normal working hours without loss of pay to attend such training.

## MULTISKILLING

- 86.19. It is a condition of this BPIC that all Employees understand and accept that they may be required to undertake a variety of tasks, both skilled and semi-skilled (for example, welding brackets, painting brackets or carrying out some other task) which are not specifically within their trade provided the task is within the Employee's competencies. The work will be incidental to the primary duties of the Employee's classification.
- 86.20. The relevant National and State Industry Training Advisory Boards, covering the vocational areas of electro-technology (electrical and electronics), will have the responsibility, with the support of the industrial parties, for the development of training packages and accredited training products for endorsement by the Australian National Training Authority or the State Training Authorities and the provision of advice and assistance to the Australian National Training Authority and the State Training Authorities in respect of matters relating to training in the industries and callings covered by this BPIC including, but not limited to, the following:
- (a) qualifications, units of competency and accredited training products;
  - (b) competency and other training and skills standards;
  - (c) industry endorsed training courses;
  - (d) underpinning knowledge and skills; and
  - (e) on-the-job training guidelines.

## CPR REFRESHER TRAINING

- 86.21. CPR and other statutory training will be provided in accordance with the *Electrical Safety Act 2002 (or its successor)* requirements for the electricity industry. (i.e. Safety Observers - 6 monthly, CPR Refresher- 12 monthly.)
- 86.22. This training will be provided during normal working hours and associated costs paid for by the Employer.

## PSYCHOSOCIAL TRAINING

- 86.23. In line with the Employer's commitment to a safe and healthy work environment the Employer will not tolerate bullying in the workplace and will provide to the Union a copy of its policy on bullying within 7 days of that request.

- 86.24. The Employer will also commit to eliminate and manage the risk of psychosocial hazards at work. The Employer will provide to an Employee or the Union a copy of the Employer's policy on managing the risk of psychosocial hazards at work within seven (7) days of the request.

## 87. REDUNDANCY, TRAINING AND JETCO PAYMENTS

### DEFINITIONS

- 87.1. For the purposes of this clause 87:

**Authorised Leave** will include periods away from work on:

- (a) Annual leave;
- (b) Paid personal leave;
- (c) Compassionate leave;
- (d) Public holidays;
- (e) Long service leave;
- (f) Parental leave;
- (g) Income protection;
- (h) Rostered days off;
- (i) WorkCover;
- (j) Any leave which is paid for by the Employer;
- (k) Any leave pursuant to this BPIC, other than unpaid leave, where the period of continuous unpaid leave is greater than 20 days taken at one time; and
- (l) Any leave pursuant to the NES, as set out in the FW Act, but will not include any periods of continuous unpaid leave (and so that there can be no doubt continuous unpaid leave is a form of leave which does not fall into one of the categories set out in clause 91.1 (a) – (h) greater than 20 days leave taken at one time.

**Date of Certification** means the date of certification of this BPIC.

**Redundancy** for the purposes of this clause means where the Employer no longer requires the work which the Employee has been performing to be performed by anyone and this leads to termination of employment, but redundancy does not include:

- (a) termination by the Employee by voluntary resignation, retirement, death or permanent disability or abandonment; or
- (b) termination by the Employer for disciplinary reasons.

**Redundancy Fund** means an approved employee entitlement fund such as the Contracting Industry Redundancy Trust (Queensland).

**Pay Period** will mean the period of not more than 7 days over which an Employee's entitlement to remuneration is accrued.



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- 87.2. It is specifically agreed between the Employer and the Employees that there will be no action taken to contrive Redundancy where situations of genuine Redundancy do not exist.

### REDUNDANCY PAYMENTS

- 87.3. All Employees, inclusive of casuals, are entitled to Redundancy benefits through payments made by the Employer to the Redundancy Fund (the **Redundancy Fund payment**) by the Employer on their behalf as set out in clause 31 of this BPIC and for Apprentices as set out in the table below. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.
- 87.4. The entitlement to the Redundancy Fund payment for a pay period will arise when the Employee has worked 19 hours or more during a pay period provided that all periods of Authorised Leave are to be treated in the same manner as if the Employee concerned had worked during the period of Authorised Leave.
- 87.5. In circumstances where an Employee's entitlement to the Redundancy Fund payment arises whilst the Employee is on Authorised Leave then the Redundancy Fund payment will be made in the same quantum as the Redundancy Fund payment paid by the Employer in relation to the Employee for the pay period immediately preceding the commencement of the authorised leave.
- 87.6. The Employer will at the time of termination:
- (a) provide a Redundancy Fund "Certificate of Employment" to the Employee with the Employee's termination payment, within 48 hours;
  - (b) ensure all contributions owing to Redundancy Fund in relation to the Employee are paid up to date; and
  - (c) complete a certificate of employment on the form provided by Redundancy Fund to certify the length of the Employee's employment with the Employer and to forthwith forward that certificate to Redundancy Fund.
- 87.7. When an Employee's employment is terminated by the Employer on account of Redundancy the Employer will pay to the Employee a lump sum that equals the amount the Employer is obliged to pay pursuant to the relevant industrial instrument in regard to Redundancy less any credits in the Employee's account in Redundancy Fund, provided that if the Employer's obligation in relation to Redundancy pursuant to the relevant industrial instrument is equal to or less than the credits in the Employee's account in Redundancy Fund, then the Employer will not be liable for any further payments in relation to Redundancy pursuant to this clause.
- 87.8. All Redundancy Fund payments must be paid to Redundancy Fund on or before the 15th of each month.
- 87.9. The Redundancy Fund payment will be deemed to be inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation.

### TRAINING PAYMENT

- 87.10. The Employer will make payments to Jetco Inc for the purposes of providing training funds for Employees for skills within the Queensland Electrical Contracting Industry (the **Training Payment**).

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- 87.11. The Training Payment will be an amount being the sum of \$15 per pay period per Employee, inclusive of casuals but excluding Apprentices, employed by the Employer who have worked 19 hours or more in the pay period concerned.
- 87.12. The Parties agree that due to the important nature of Apprentices development the Employer will contribute \$10.00 a week to the Jetco Inc training fund for each Apprentice. Only Apprentices who work more than 19 hours a week will qualify for this payment. (This payment does not entitle Apprentices access to redundancy payments over and above those stated in the NES).
- 87.13. For the purposes of clause 87.11 all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.
- 87.14. The Training Payment is in addition to the Redundancy Fund payment.
- 87.15. The Training Payment is to be made to Jetco Inc on or before the 15th of each month.
- 87.16. The maximum Training Payment inclusive of tax payments (if any) required to be made in relation to FBT will be \$10 per Pay Period per Employee.
- 87.17. No Employee will, pursuant to this clause, be entitled to receive any payment from the Employer directly or indirectly, provided that Employees will be entitled, subject to Jetco Inc's agreement, to recover from Jetco Inc reimbursement of approved training costs.

## **JETCO**

- 87.18. Jetco Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and Employee engagement particularly by enabling future orientated skills and competencies development. Jetco Inc's core business objectives are:
- (a) increasing the electrical trades sector competency and professionalism;
  - (b) improving worker career opportunities and satisfaction; and
  - (c) building the sector's workforce of the future.
- 87.19. In addition to the amounts set out above, for the Employees working on the Project, the Employer agrees to support Jetco Inc by contributing for each such Employee, including casuals and Apprentices, the weekly amount of \$10 per week.
- 87.20. To avoid all doubt, this amount is paid in addition to all payments set out below.
- 87.21. Contributions will continue to be paid on behalf of an Employee during any period of authorised leave.

## **ADMINISTRATIVE ARRANGEMENTS**

- 87.22. The Employer will, for administrative purposes only, remit the Redundancy Fund payment and the Training Payment referred to in this clause 87 as one sum of money, and a receipt will be a sufficient receipt for determining compliance.

<b>Redundancy and Training Payments</b>				
<b>Apprentices</b>				
	\$65	\$65	\$65	\$65
<b>TRAINING PAYMENT (per week) - Clause 87.10</b>				
<b>All Employees, other than Apprentices</b>				
	\$15	\$15	\$15	\$15
<b>Apprentices</b>				
	\$10	\$10	\$10	\$10
<b>JETCO PAYMENT (per week) - Clause 87.19</b>				
	\$10	\$10	\$10	\$10

## 88. OTHER ALLOWANCES

- 88.1. In addition to the payment of wages the following allowances will be paid. Where appropriate these allowances will form part of the ordinary weekly wage for all purposes of the agreement. (e.g. overtime, sick pay, annual leave, statutory holidays etc.).

### HEIGHT MONEY

- 88.2. Employees, other than linespersons and their assistants, required to perform work at a height from 15.25 metres to 22.87 metres from the ground or low-water level or nearest horizontal plane will be paid in accordance with the table below the following payment per week extra.

From approval	From 1 July, 2024	From July 1 2025	From July 1 2026	From 1 July 2027
\$17.67 per week	\$18.55 per week	\$19.47	\$20.45	\$21.47

- 88.3. Employees required to perform work at a height of over 22.87 metres from the ground or low-water level or nearest horizontal plane will be paid in accordance with the table below the following payment per week extra.

From approval	From 1 July, 2024	From 1 July 2025	From 1 July 2026	From 1 July 2027
\$26.57 per week	\$27.90 per week	\$29.29 per week	\$30.75 per week	\$32.28

- 88.4. Except where otherwise provided in this BPIC, all allowances will remain fixed for the duration of this BPIC.

### EMERGENCY WORK

- 88.5. Employees called out on emergency work will be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time, and payment will be calculated accordingly, but such payment will not be less than 3 hours wages at the Base Hourly Rate.

### LIVE SEWER WORK

- 88.6. Employees who are, on any day, required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) will be paid not less than 4 hours at time and a half during ordinary hours or at the appropriate rate for overtime. All times involved in travelling to and from such operations will be deemed to be time worked for this purpose.

### QUALIFIED TECHNICAL PERSON (QTP) ALLOWANCE

- 88.7. An Employee who holds the qualifications eligible to be granted an electrical contractor licence, may be named as a Qualified Technical Person (**QTP**) to an electrical contractor.
- 88.8. Where the QTP is required to fulfil the role of endorsee to the electrical contractor and sign the appropriate paperwork, an all-purpose rate payment of \$250 per week will be paid.

88.9. The Employer will support the QTP in meeting their obligations under the *Electrical Safety Act 2002* (Qld).

88.10. The QTP's role will include but not be limited to:

- (a) investigations of any near miss or incident involving electricity;
- (b) conduct random inspections of tradesperson's work and oversee new tradesperson work when they begin;
- (c) be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity; and
- (d) setting up safe systems of work.

## TOOL ALLOWANCE

88.11. Employees (other than Apprentices) who possess the minimum tool list as agreed, and supply and use their own tools in the course of their work, will be paid the weekly Tool Allowance applicable hereunder.

From approval of the BPIC	1 July 2024	1 July 2025	1 July 2026	1 July 2027
\$40.00	\$42.00	\$44.10	\$46.31	\$48.63

88.12. Minimum Tool List:

- (a) Tool Box and Lock;
- (b) 8 various screwdrivers (all insulated and two Philips head);
- (c) Side Cutters/Knife;
- (d) Combination Pliers;
- (e) 2 Adjustable Wrenches, Small/Large;
- (f) Steel Rule/Steel Tape;
- (g) Spanners. (Metric). Set of 6 O/ring combination/full socket set;
- (h) Multi Grips/Vice Grips;
- (i) Hammer;
- (j) Cold Chisel;
- (k) Hand Crimping Tool. (Similar to Utilux SKU102-1);
- (l) Full set of Allen keys;
- (m) Level;
- (n) Battery Operated Drill;
- (o) Gas Bottle (79kg);
- (p) Hacksaw;
- (q) Conduit cutters;

- (r) Battery impact driver;
- (s) Needle Nose Pliers;
- (t) Plaster Saw;
- (u) Tin Snips;
- (v) Cable Strippers; and
- (w) Test lamps.

88.13. Variations to the above list may be agreed to between the Parties.

88.14. All precision tools over 30 centimetres in length, files, and hacksaw blades, hand saws, heating appliances, stocks and dies, and pipe grips (over 25 centimetres in length) required in the fitting and repairs shop or in connection with work outside the shop will be provided by the Employer.

88.15. An Employer will either supply each Apprentice with tools of trade of no less than \$600 retail value or pay to each Apprentice a tool allowance of \$600 for each year of their Apprenticeship, paid within three (3) months of the commencement of each year of the Apprenticeship.

### **PPE ALLOWANCE**

88.16. Employees will be paid a PPE allowance for wearing mud boots, respirators and disposable protective suits. The allowance will be \$1.70 per hour indexed in line with the yearly increases to other allowances.

### **ASBESTOS ALLOWANCE**

88.17. Employees will be paid an Asbestos Allowance for working with asbestos. This allowance will be paid in addition to the PPE allowance where applicable. The allowance will be \$1.70 per hour indexed in line with the yearly increases to other allowances.

### **TUNNELLING ALLOWANCE**

88.18. A flat tunnel allowance of \$40.00 per day will be paid to all Employees who complete a minimum of an eight (8) hour shift where the Employee is required to work underground. This allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

## **89. TOOLS**

89.1. All Employees will be allowed such reasonable time as the Employer deems necessary during working hours on the last working day of each week to put their tools, benches and machines in order.

### **Storage of Tools**

89.2. Suitable accommodation will be provided for the preservation of the Employee's tools and clothing.

89.3. An Employee whilst engaged on the Project and where they are unable to arrange suitable free storage accommodation for their tools, will be provided with same by the Employer.

- 89.4. Provided further that, where an Employee is absent from work because of illness or accident occurring during working hours, the Employer will ensure that the Employee's tools are either transported to the Employer's premises or are securely stored during their absence.

#### Compensation for loss of tools

- 89.5. The Employer is to provide a "tool list form" for completion by each Employee on commencement. This form may be adjusted from time to time when the Employee increases/decreases his/her/their tools. Where the Employer fails to provide the list as mentioned above the Employer will be liable for all tools lost, as determined by the Employee affected.

#### Where tools are stored at a workplace

- 89.6. Tools stored at a workplace at the direction of the Employer and which are lost due to flood, fire or by breaking and entering whilst securely stored in a lockup on major construction sites, a site shed, building or workshop must be replaced by the Employer provided that:
- (a) the list of those tools has been previously provided to the Employer and agreed with by the Employer as necessary for work at that workplace; and
  - (b) the loss is reported to the police.

#### Where tools are stored in a Employer vehicle

- 89.7. Tools stored in a Employer vehicle at the Employer direction and which are lost due to flood, fire or by breaking and entering or by the vehicle being stolen must be replaced by the Employer provided that:
- (a) the Employee has taken appropriate precautions to prevent the loss including locking the vehicle and any storage facilities on the vehicle;
  - (b) the list of those tools has been previously provided to the Employer and agreed with by the Employer as necessary for work at that workplace; and
  - (c) the loss is reported to the police.
- 89.8. Tool replacement will be based upon the same (or equivalent) standard and type to those declared under clauses 89.6(a) and 89.7(b).
- 89.9. However, if the Employer has requested the Employee to supply a list of tools kept on the job and the Employee has not supplied such a list the Employer's liability will be limited to a maximum amount of \$1000.

## 90. SUPERANNUATION

### DEFINITIONS

- 90.1. For the purposes of this clause:

**Eligible Employee** means an Employee, including an Apprentice, engaged to work under the terms and conditions of this BPIC.

**The Plan** means CBUS or its successor.

**Ordinary time earnings** will mean the ordinary time rate of pay the Employee receives for their ordinary hours of work, including:

- (a) all work related allowances such as tool allowance, tradesperson's allowance, licence Qualified Technical Person (QTP), service increment, construction, reconstruction, alteration and repair and/or maintenance work allowances;
  - (b) shift loading, qualification allowance (e.g. first aid), district/location allowances, Leading Hand allowances, forepersons allowance, and other supervisory allowances, mobility allowance; and
  - (c) special rates including asbestos eradication allowances, multi-storey allowances, including service core allowance, height money, disability allowances such as live sewer allowance, special sites allowance and underground work allowance.
- 90.2. In the absence of an Employee having an existing superannuation fund, or nominating a superannuation fund, the Employer will make contributions to CBUS as the default fund until such time as an Employee superannuation standard choice form is returned.
- 90.3. All Superannuation contributions will be paid as required by the trust deed of CBUS.
- 90.4. Superannuation for Employees must be paid in accordance with the provisions of this clause. Where there is an inconsistency between this clause and the superannuation guarantee levy contribution rate set by Commonwealth legislation the higher amount will apply.
- 90.5. Apprentices must have Superannuation contributions paid into their account a contribution that is equal to the provision of the Superannuation contributions in the SGA.
- 90.6. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

## CONTRIBUTIONS

### 90.7. Employer

The Employer will make minimum contributions of an amount equal to the minimum superannuation guarantee levy. Further adjustments to the percentage contribution will be made in accordance with the SGA.

## EMPLOYEE CO-CONTRIBUTION

- 90.8. All Employees will contribute to their own superannuation fund through co-contribution in accordance with the provisions set out below. This co-Contribution will be a salary sacrifice contribution.
- 90.9. It is the Employee's responsibility to advise the Employer should they not wish to co contribute to their own Super account. This must be done in writing by the Employee and specify a date at which the co-contributions are to cease.
- 90.10. The Employer is still obligated to pay the appropriate superannuation amount in accordance with this BPIC and at law. The Employee's co-contribution is an amount in addition to the Employer's contribution.
- 90.11. Contributions for part-time or casual Employees, provided they are employed for a minimum of 10 hours per week or 40 hours per month, will be on the same basis as full-time Employees.



## CESSATION OF CONTRIBUTIONS

90.12. Employee eligibility for contributions to the Plan will cease at the end of the last day of employment with an Employer. The Employer will not be required to make any further contributions to the Plan after such date.

## REGULAR PAYMENT

90.13. The Employer will regularly pay the contributions outlined in this clause to the credit of each such Employee in accordance with the requirements of the Approved Fund Trust Deed, but in any event at least once in each calendar month. Where contributions have not been paid within 31 days from the end of the month in which the last Employer contribution was made Employees may access the Disputes procedure of this BPIC to rectify the lapse.

## ABSENCES FROM WORK

90.14. Contributions will continue to be paid on behalf of an Eligible Employee during any absences on paid leave including Annual Leave, Long Service Leave including QLeave, Public Holidays, Domestic and Family Violence Leave, Personal Leave and Bereavement Leave, but the Employer will not be required to pay superannuation contributions on behalf of any eligible Employee during any unpaid absences, except in the case of absence on workers' compensation or income protection. In the case of Workers' Compensation, the Employer will contribute in accordance with the relevant section of this BPIC.

<b>SUPERANNUATION (per week)</b>				
	<b>On commencement</b>	<b>1st July 2024</b>	<b>1st July 2025</b>	<b>1st July 2026</b>
<b>Employer Contributions</b>	\$323	\$339	\$356	\$374
<b>Employee Co-Contributions</b>	\$70	\$70	\$70	\$70
<b>Apprentices</b>				
<b>Employer Contributions*</b>	11%	11.5%	12%	12%
<b>Employee Co-Contributions</b>	\$20	\$20	\$20	\$20

\*The percentage referred to in this table is the minimum and shall be increased if the superannuation guarantee level is increased to a rate higher than in the table.

## 91. SALARY SACRIFICE

91.1. Upon written request by the Employee, the Employer will provide salary sacrifice arrangements to Employees provided the salary sacrifice instruction is and remains lawful under legislation, is consistent with the requirements of the Australian Taxation Office and is

limited to additional Employee contributions into superannuation and or income protection insurance to top up or increase benefit levels. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

- 91.2. An Employee may request in writing a maximum of two variations to their salary sacrifice arrangements per year. These variations will be effective from the next contributing month. These contributions can be terminated immediately by the written request of the Employee.

## 92. INCOME PROTECTION

- 92.1. The fund used for the purposes of income protection insurance for Employees under this Part is WIP Income Insurance.
- 92.2. For Employees employed on the Project, the Employer will contribute the following amounts (inclusive of GST) for each of the following Employees as the premium charged for Income Protection:

		Rates (Inclusive of Stamp Duty)				
		1-Jul-23	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
Electrician	100%	\$ 40.13	\$ 42.93	\$ 45.08	\$ 47.34	\$ 49.70
Apprentice Year 1	36%	\$ 14.38	\$ 15.39	\$ 16.15	\$ 16.96	\$ 17.81
Apprentice Year 2	43%	\$ 17.22	\$ 18.43	\$ 19.35	\$ 20.31	\$ 21.33
Apprentice Year 3	52%	\$ 20.73	\$ 22.18	\$ 23.29	\$ 24.46	\$ 25.68
Apprentice Year 4	60%	\$ 24.08	\$ 25.76	\$ 27.05	\$ 28.40	\$ 29.82
Adult Apprentice Year 1	55%	\$ 22.07	\$ 23.61	\$ 24.79	\$ 26.03	\$ 27.34
Adult Apprentice Year 2	59%	\$ 23.57	\$ 25.22	\$ 26.49	\$ 27.81	\$ 29.20
Adult Apprentice Year 3	62%	\$ 24.74	\$ 26.48	\$ 27.80	\$ 29.19	\$ 30.65
Adult Apprentice Year 4	67%	\$ 26.75	\$ 28.62	\$ 30.05	\$ 31.56	\$ 33.14
		Maximim Benefit (Per Week)				
		1-Jul-23	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
Electrician	100%	\$ 2,400.00	\$ 2,500.00	\$2,600.00	\$2,700.00	\$2,800.00
Apprentice Year 1	36%	\$ 860.00	\$ 960.00	\$1,060.00	\$1,160.00	\$1,260.00
Apprentice Year 2	43%	\$ 1,030.00	\$ 1,130.00	\$1,230.00	\$1,330.00	\$1,430.00
Apprentice Year 3	52%	\$ 1,240.00	\$ 1,340.00	\$1,440.00	\$1,540.00	\$1,640.00
Apprentice Year 4	60%	\$ 1,440.00	\$ 1,540.00	\$1,640.00	\$1,740.00	\$1,840.00
Adult Apprentice Year 1	55%	\$ 1,320.00	\$ 1,420.00	\$1,520.00	\$1,620.00	\$1,720.00
Adult Apprentice Year 2	59%	\$ 1,410.00	\$ 1,510.00	\$1,610.00	\$1,710.00	\$1,810.00
Adult Apprentice Year 3	62%	\$ 1,480.00	\$ 1,580.00	\$1,680.00	\$1,780.00	\$1,880.00
Adult Apprentice Year 4	67%	\$ 1,600.00	\$ 1,700.00	\$1,800.00	\$1,900.00	\$2,000.00

- 92.3. Premiums will continue to be paid during any absences on paid leave including Annual Leave, Long Service Leave including QLeave, Public Holidays, Family and Domestic Violence Leave, Personal Leave, Bereavement Leave and any approved unpaid absences, including any absence on workers' compensation.

## 93. TECHNOLOGY

- 93.1. To assist in the Employer's commitment to health and safety, security of Employer assets and reduce the Employer's insurance premiums, the Employer may install monitoring and surveillance equipment, including GPS, at the workplace and in company vehicles.

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- 93.2. Prior to the Employer installing such equipment they will inform the Employees in writing, by posting a notice at the workplace. The written notice will state the type of equipment being installed and the date/s of the installation. The Employer will then enter into a period of consultation with the workforce to help identify issues of concern with the implementation of new technology into the day to day operations of the Project. This consultation may include but not be limited to discussion around training, security and changes to current work methods. This period of consultation should be no less than one (1) month.
- 93.3. New Employees will be notified of any monitoring equipment during their induction.
- 93.4. If an Employee is using the Employer's equipment and is monitored acting in an unlawful manner and/or a manner that is contrary to this BPIC and the employment relationship the Employee's conduct will be investigated and disciplinary action, including termination, may result.
- 93.5. The Employee has the right to respond to any claims against them and the Employee has the right to seek representation at any time during the investigation process and at any disciplinary meetings.
- 93.6. Where any of the above devices incorporate features which allow for remote monitoring or recording of geographical location or movement (such as GPS devices) then the Employer must gather further evidence relating to the Employees conduct, during the investigation and will not solely rely on the evidence gathered from the monitoring and surveillance equipment to terminate the Employee.
- 93.7. The Employer's preference is to supply all technology required to be used by Employees over the course of their employment (including for signing in and timesheets). Where the Employer and Employee agree, an Employee may use their own technology. In such circumstances, the Employee shall be paid a weekly technology allowance of \$100.00 per week.

## 94. INDUCTIONS

- 94.1. This clause applies where an Employee is required to successfully complete a Site Induction Program (**SIP**). Current Employees or Employees at anytime, may be required at the Employer's discretion to undertake refresher courses.
- 94.2. The SIP will be conducted at a central location provided for by the Employer. The Employer reserves the right to alter the duration of the program and to conduct further and/or refresher programs at any time and when the Employer considers it necessary.
- 94.3. After successful completion of the SIP, each Employee, at the Employer's discretion, may be issued with a Personal Site Identification Pass (**PSIP**).
- 94.4. At each induction program arranged by the Employer where more than five (5) persons are programmed to be in attendance, the Employer will invite an Official of the relevant Union to participate in the induction program on the basis that the Official will be allowed reasonable time, as agreed in advance, to explain the need for compliance with the Disputes Avoidance Procedure and report on all or any other matters directly or indirectly associated with the making or operation of this BPIC.
- 94.5. Where an Employee has successfully completed an induction program remotely (for instance online at home), then the Employer will make a payment equivalent to a reasonable amount

of time taken to successfully complete the induction program at overtime rates. A reasonable amount of time will have regard to the content and complexity of the program.

- 94.6. Where an Employee is directed to attend another Site and is required to complete another Site Induction Program, the Employee will either perform this work during work time or will be paid at overtime rates.
- 94.7. Where an Employee has satisfactorily completed any kind of induction, irrespective of when or where it is done, the Employer will pay, as a once off, the following payment:

	<b>From commencement</b>	<b>From 1 July 2024</b>	<b>From 1 July 2025</b>	<b>From 1 July 2026</b>
<b>Induction allowance</b>	\$232	\$243	\$256	\$269

## 95. MINIMUM OVERTIME PAYMENT

- 95.1. Overtime will be paid at the applicable overtime rate. Overtime, whether rostered in advance or otherwise, will attract a minimum payment equivalent to two (2) hours at double time. For clarity, if an Employee is rostered to perform one (1) hour's overtime they shall be paid the minimum payment of two (2) hours at double time.

## 96. CONDITIONS OF EMPLOYMENT

- 96.1. It is a term and condition of employment under this BPIC that an Employee must:
- have access to a copy of this BPIC and be supplied with a copy of this BPIC on commencement;
  - be supplied with a "Tool List" Form to be completed before work commences; and
  - have access to a copy of the Electricity Safety Act, Electricity Safety Regulations, relevant Codes of Practice, and AS 3012. A copy of each of these will be provided to the Employee on request.

## 97. HOURS OF WORK, BREAKS, OVERTIME AND SHIFT WORK

### OVERTIME

- 97.1. Each day is to stand alone when overtime is being computed, except where an Employee commences overtime on one day and continues to work such overtime into the next day.
- 97.2. Minimum Payment for Saturdays and Sundays - When an Employee is called upon to work on a Saturday or Sunday, they will, except in the case of emergency, receive a minimum of four (4) hours pay at the double the ordinary time rate. For all Employees engaged in Shiftwork, all time worked in excess of eight (8) hours in any one day will be paid at overtime rates.

- 97.3. The assignment of overtime by the Employer to an Employee will be based on specific work requirements and the practices of "one in, all in" overtime will not apply.

### MEAL ALLOWANCE

- 97.4. An Employee, other than an Employee living in camp, who is required to continue work after the usual ceasing time will be supplied with a reasonable meal at the Employer's expense, or be paid a meal allowance outlined below in lieu thereof, on the following basis:

On Commencement	From 1 July, 2024	From 1 July 2025	From 1 July 2026	From 1 July 2027
\$16.70	\$17.54	\$18.11	\$19.33	\$20.30

- (a) Meal allowance provisions will apply, where the overtime is of at least two (2) hours duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m.
- (b) A further meal or meal allowance will be provided after each period of four (4) hours' work.
- 97.5. In cases of emergency, where Employees are unable to leave their work to procure a meal, the same will be provided by the Employer. No Employee will be required to work longer than six (6) hours without a break for a meal.
- 97.6. When an Employee has provided themselves with customary meals because of receipt of notice of intention to work overtime, they will be entitled to an allowance outlined below for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.

On commencement	From 1 July, 2024	From 1 July 2025	From 1 July 2026	From 1 July 2027
\$16.70	\$17.54	\$18.11	\$19.33	\$20.30

### 12 HOUR BREAK

- 97.7. An Employee who works overtime and has not had at least 12 consecutive hours off duty between finishing work on one day and commencing work on the next day will, subject to clause 101, be released after completion of such overtime until the Employee has had 12 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 97.8. If on the instructions of the Employer an Employee resumes or continues work without having had 12 consecutive hours off duty, they will be paid double rates until the Employee is released from duty for such period and they will then be entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence, provided that, where an Employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances will not be regarded as overtime for the purposes of clause 101, where the actual time worked is less than three (3) hours on such recall or on each of such recalls.
- 97.9. The provisions of clause 101 will apply in the case of shift workers who rotate from one shift to another as if 10 hours were substituted for 12 hours when overtime is worked:

- (a) for the purpose of changing shift roster; or
- (b) where a shift worker does not report for duty; or
- (c) where a shift is worked by arrangement between the Employees themselves.

97.10. When any portion of an hour is worked, Employees will receive payment in respect of any broken part of an hour, for not less than one (1) half-hour at the current overtime rate.

97.11. Employees who, through working overtime, cannot obtain their ordinary method of conveyance to or from their homes, will be conveyed to or from their homes by the Employer or be paid "such expenses" as are incurred in travelling to or from their homes.

## **PUBLIC HOLIDAYS**

97.12. All time worked on public holidays outside the ordinary hours of work specified in this BPIC, prescribed by a roster, or usually worked on the day of the week on which the holiday is kept, will be paid at double the rate prescribed by this BPIC for such time when worked outside such working hours on an ordinary working day. That is, where the rate prescribed is time and a half the rate payable is three times the ordinary rate and where the rate prescribed is double time the rate payable is four times the ordinary rate.

97.13. Employees who perform work on their rostered day off, or where it has been agreed to arrange a substitute day, on any substitute day, will be paid the rates prescribed for work on Saturdays.

## **EXAMPLE TABLES**

97.14.

Ordinary Work Day – Employees engaged on the Project site.

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Ordinary	8	8	8	8	8		
Double Time	2	2	2	2	2	10	10

## Example Shift Work

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8 hours at ordinary time PLUS 50% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 50% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 50% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 50% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 50% of ordinary time rate for each hour worked shift penalty	8 hours at double time PLUS 50% of ordinary time rate for each hour worked shift penalty	8 hours at double time PLUS 50% of ordinary time rate for each hour worked shift penalty
Overtime	double time PLUS 50% of ordinary time rate for each hour worked shift penalty	double time PLUS 50% of ordinary time rate for each hour worked shift penalty	double time PLUS 50% of ordinary time rate for each hour worked shift penalty	double time PLUS 50% of ordinary time rate for each hour worked shift penalty	double time PLUS 50% of ordinary time rate for each hour worked shift penalty	double time PLUS 50% of ordinary time rate for each hour worked shift penalty	double time PLUS 50% of ordinary time rate for each hour worked shift penalty

## 12 HOUR BREAK

- 97.15. An Employee who does not receive a 12 hour break before commencing short term Shift Work will be entitled to double ordinary time for the first afternoon or night shift, or part thereof worked, and short term conditions and penalty rates for subsequent shifts.
- 97.16. An Employee who receives a 12 hour break prior to returning to day work will suffer no loss in pay for the hours that would otherwise be worked during the break period.
- 97.17. An Employee who does not receive a 12 hour break prior to returning to day work will be paid double ordinary time plus any applicable shift allowance for all hours worked until released for a 10 hour break.

## 98. PART-TIME EMPLOYMENT

- 98.1. A part-time Employee is an Employee who:
- is employed for more than 10 but less than 36 ordinary hours per week;
  - has reasonably predictable hours of work; and
  - receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees covered by this BPIC.

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- 98.2. At the time of engagement, the Employer and the Employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.
- 98.3. Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full time Employees.
- 98.4. The agreed number of ordinary hours per week will not be varied without the consent of the Employee. Any agreed variation to the number of weekly hours of work will be recorded in writing.
- 98.5. The Employer is required to roster a part-time Employee for a minimum of four (4) consecutive hours on any day that they are required to work.
- 98.6. All time worked outside the spread of ordinary hours of work as provided for in clause 5.1, and all time worked in excess of the hours as mutually agreed in accordance with this clause is overtime.
- 98.7. A part-time Employee employed under the provisions of this clause is to be paid for ordinary hours worked at the rate of 1/36th of the weekly rate prescribed for the class of work performed.
- 98.8. Where a public holiday falls on a day upon which a part-time Employee is normally employed and the Employee is not required to work, that Employee will be paid for the hours which would normally have been worked on that day. If required to work on that day, the Employee will be paid for the time worked at the appropriate penalty rate.
- 98.9. Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time, or vice versa. If such an Employee transfers from part-time to full time, or vice versa, all accrued BPIC and legislative entitlements will be maintained.
- 98.10. An Employee who does not meet the definition of a part-time Employee and who is not a full-time Employee will be paid as a casual Employee.

A part-time Employee will be entitled to annual leave, family and domestic violence leave, personal leave and parental leave). Such entitlements will be calculated proportionate to the average number of ordinary hours worked each week.

## 99. APPRENTICES

- 99.1. Apprentices are the future of our industry and the Parties reaffirm their commitment to the training of Apprentices. Further they will make every endeavour to make full time Apprenticeships available on the Project.
- 99.2. To ensure that Apprentices receive appropriate on the job training by experienced tradespeople and Apprentice numbers are maximised, the Employer will endeavour to maintain a ratio of at least one Apprentice to four (4) tradespeople.
- 99.3. The Employer will prioritise engaging direct hire Apprentices where reasonably practicable.
- 99.4. Apprentices, other than existing Employees, will be paid in accordance with this BPIC.



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## EXISTING EMPLOYEES

- 99.5. An **Existing Employee** will mean a person who has been employed by the Employer in a calling, or classification, relevant to the Apprenticeship for at least three months immediately prior to becoming an Apprentice with that Employer.
- 99.6. Existing Employees may participate in Apprenticeships. An Existing Employee will not be required to serve any probationary period in relation to their contract of employment or for the purposes of the *Further Education and Training Act 2014* (Qld). A trial period, in accordance with Training Recognition Council Policy, may be set for the purpose of assessing the Employee's suitability for training under a Training Contract. Where the Employee proves to be unsatisfactory for training under a Training Contract, the person will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.
- 99.7. Where Existing Employees commence an Apprenticeship, the Employer will endeavour to minimise any adverse effects on other Employees. Additionally, such other Employees will not be displaced from or disadvantaged in their employment by the engagement of new Apprentices.
- 99.8. Existing Employees will not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an Apprentice.
- 99.9. Provided that an Existing Employee who was engaged as a casual Employee prior to becoming employed as a full-time or part-time Apprentice will not be entitled to retain casual loading.
- 99.10. An Existing Employee will maintain continuity of employment despite having entered into an Apprenticeship.
- 99.11. Existing Employees whose Training Contract is completed or cancelled will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.

## APPRENTICE FARES AND TRAVEL

- 99.12. Fares and travel apply to Apprentices required to travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.
- 99.13. However, where the Employer provides an Apprentice with a vehicle, or other means of transport, the Apprentice will only be entitled to be paid travel time. There will be no entitlement to fares.
- 99.14. Apprentices will be paid fares and travel as set out in this BPIC.

## ADULT APPRENTICE FARES AND TRAVEL

- 99.15. Fares and travel apply to Apprentices required to travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.
- 99.16. However, where the Employer provides an Apprentice with a vehicle, or other means of transport, the Apprentice will only be entitled to be paid travel time. There will be no entitlement to fares.
- 99.17. Adult Apprentices will receive the full amount of fares and travel.

## SUPERVISION

99.18. The Parties agree that the Department of Education and Training guidelines which state “Whilst a ratio of one qualified person to each Apprentice is expected in a workplace, this may vary from situation to situation dependent on a range of indicators” will be adhered to. To this end the Employer will ensure that each tradesperson will supervise no more than one (1) Apprentice. No Apprentice will work unsupervised.

## PAYMENT FOR COURSE TIME

99.19. Time spent by an Apprentice undertaking the training to be delivered under the training plan (as defined in the *Further Education and Training Act 2014* (Qld)) is taken to be time worked for the Employer and will be paid at the ordinary time rate. This applies irrespective of the way the supervised training is delivered. To avoid all doubt this includes time taken for assessments, including “resits” where applicable.

## FARES AND TRAVEL FOR ATTENDANCE AT COLLEGE

99.20. An Apprentice will be entitled to receive the daily fares and travel where they attend college.

## TRAINING COSTS

99.21. An Apprentice attending technical colleges, schools, registered training organisations or TAFE must be reimbursed by the employer, within six (6) months from the commencement of the Apprenticeship or the relevant stage of the Apprenticeship, or within three months of the registered training organisation commencing the training, whichever is the later, unless there is unsatisfactory progress:

- (a) all fees paid by the Apprentice less any amount paid to the Apprentice for reimbursement of these fees by a government; and
- (b) any costs associated with prescribed textbooks (excluding those textbooks which are available in the employer’s technical library) incurred by an Employee in connection with training specified in, or associated with, the training contract.

99.22. Direct payment of the fees and textbooks, within six months from the commencement of the Apprenticeship or the relevant stage of the Apprenticeship, by an Employer to the training provider satisfies the requirement for reimbursement set out in clause 99.21 above.

## OTHER APPRENTICE RELATED MATTERS

99.23. Where not contained in this BPIC, other Apprentice matters including training, allowances and termination will be dealt with the relevant State legislation and Orders.

## 100. CONTINUITY OF SERVICE

100.1. An Employee's continuity of service with the Employer is not broken if the Employee's service is temporarily lent or let on hire by the Employer to another Employer.

100.2. An Employee's continuity of service with the Employer is not broken by an absence, including through illness or injury--

- (a) on paid leave approved by the Employer; or
- (b) on unpaid leave approved by the Employer.

- 100.3. An Employee's continuity of service with the Employer is not broken if--
- (a) the Employee's employment is terminated by the Employer or Employee because of illness or injury;
  - (b) the Employer re-employs the Employee; and
  - (c) the Employee has not been employed in a calling (whether on the Employee's own account or as an Employee) between the termination and the re-employment.
- 100.4. An Employee's continuity of service with the Employer is not broken if--
- (a) the Employee's employment is terminated by the Employer or Employee; and,
  - (b) the Employer re-employs the Employee within 3 months after the termination.
- 100.5. Provided that where the Employee has received payment of accrued entitlements on termination this provision does not mean that they will be entitled to receive further payment for such entitlements.
- 100.6. An Employee's continuity of service with the Employer is not broken if--
- (a) the Employee's employment is interrupted or terminated by the Employer with intent to avoid an obligation under this part, an industrial instrument or employment contract; or
  - (b) the Employee's employment is interrupted or terminated by the Employer as a direct or indirect result of an industrial dispute, and the Employer re-employs the Employee.
- 100.7. An Employee's continuity of service is not broken if--
- (a) the Employee's employment is interrupted or terminated by the Employer because of slackness of trade or business; and
  - (b) the Employer re-employs the Employee.
- 100.8. Service with a corporation and any of its subsidiaries is taken to be continuous service with the same Employer.
- 100.9. In this section--
- “**Subsidiary**” has the meaning given by the *Corporations Act 2001*.
- “**Terminate**” includes stand-down.

## 101. HIGHER AMOUNTS

- 101.1. This BPIC does not have effect to reduce any higher amount paid to an Employee of the Employer employed directly before its commencement date on the Project. However, that higher amount will not be increased during the life of this BPIC until the equivalent BPIC condition exceeds that amount. From that time, the provision of this BPIC will apply to the exclusion of the earlier higher amount.

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## 102. WORK IN RAIN

- 102.1. Where extenuating circumstances deem it necessary for Employees to work in the rain, suitable waterproof clothing will be supplied by the Employer to the Employees who are required to work in the rain.
- 102.2. Notwithstanding the foregoing, an Employee required to work in the rain will be paid double the rates prescribed in this BPIC, for all work performed in the rain and such payment will continue until they cease work.

## 103. ADDITIONAL ANNUAL LEAVE PROVISIONS

### PAYMENT FOR ANNUAL LEAVE

- 103.1. Before going on leave an Employee will be paid the amount of wages they would have received in respect of ordinary time they would have worked had they not been on leave during the relevant period (this includes any applicable shift penalty for shiftworkers).
- 103.2. For the purpose of this clause, wages payable for annual leave will be calculated by including the following, where applicable:
  - (a) the rate prescribed for the classification in which the Employee was employed immediately prior to the commencement of their leave;
  - (b) any penalties or allowances prescribed for work in ordinary time in relation to shiftwork according to the Employee's roster or projected roster including Saturday and Sunday shifts; and
  - (c) any other rate to which the Employee is entitled in accordance with their contract of employment for ordinary hours of work, provided that this provision will not operate so as to include any payment which is of a similar nature to, or is paid for the same reasons as, or is paid in lieu of these payments, for example, in relation to travelling time and fares, overtime or any payment to the Employee for reimbursement for expenses incurred.

### EMPLOYMENT DURING LEAVE

- 103.3. An Employee will not offer their services to any other Employer during the period they are on paid annual leave and the Employer will not engage an Employee who is on paid annual leave.

### PAYMENT IN LIEU OF ANNUAL LEAVE

- 103.4. Except as specially provided, payment will not be made or accepted in lieu of annual leave.

### LEAVE TO BE TAKEN

- 103.5. Annual leave will be taken, at a time mutually agreed upon by the Employer and Employee.
- 103.6. An Employee has an **excessive leave accrual** if the Employee has accrued more than eight (8) weeks' paid annual leave (or 10 weeks' paid annual leave for a shift worker).
- 103.7. If an Employer has genuinely tried to reach agreement with an Employee but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.

103.8. However, a direction by the Employer under this clause:

- (a) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than six (6) weeks when any other paid annual leave arrangements (whether made under this clause or otherwise agreed by the employer and employee) are taken into account;
- (b) must not require the Employee to take any period of paid annual leave of less than one week;
- (c) must not require the Employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than 12 months, after the direction is given; and
- (d) must not be inconsistent with any leave arrangement agreed by the Employer and Employee.

### **CALCULATION OF SERVICE WITH THE EMPLOYER**

103.9. Service, for the purposes of calculating annual leave, is defined under the FW Act.

103.10. The period of annual leave will be calculated to the nearest day, any broken part of a day in the result not exceeding half a day is to be disregarded.

### **LEAVE ALLOWED BEFORE DUE TIME**

103.11. The Employer may allow an Employee to take annual leave before the right to take it has accrued.

103.12. Where annual leave or part thereof has been granted before the right to take it has accrued and the Employee subsequently leaves or is discharged from the Service of the Employer before completing the 12 months continuous Service in respect of which the leave was granted; the Employee is required to repay that leave.

### **PAYMENT FOR ANNUAL LEAVE AND PROPORTIONATE ANNUAL LEAVE ON TERMINATION**

103.13. In addition to any other payment/s owing to an Employee upon termination, resignation or redundancy pursuant to this BPIC or otherwise, the Employer must pay an Employee:

- (a) for any annual leave not taken in accordance with the provisions of this BPIC; and
- (b) in relation to any public holidays that fall during the 10 days immediately following the termination/resignation/redundancy as though the Employee worked ordinary hours on those days.

103.14. The rate of pay applicable to all payment/s owing to an Employee upon termination, resignation or redundancy (including but not limited to payment pursuant to the clause above is the highest rate of pay paid to the Employee during the three (3) months prior to their termination/resignation/redundancy (including any shift penalties applicable to shift workers).

## **104. TRAVELLING TIME AND FARES**

104.1. Where an Employee starts and finishes work on the Project site rather than the Employer's office or workshop, they will receive compensation for the average extra travelling time and average extra fares incurred as follows:

- (a) If the Project site is within 50 km of either the Employer's office or the Employee's place of residence (or place of overnight accommodation if Living Away from Home), they will receive the fares and travel allowances as set out below.
- (b) If the Project site is in excess of 50 km from both the Employer's office and the Employee's place of residence (or place of overnight accommodation if Living Away from Home), they will receive the fares and travel allowances as set out in Part 1 of this BPIC, plus ordinary time for excess travel undertaken in their own time beyond the 50 km radius from their place of residence (or overnight accommodation) as determined by "Where is" website.
- (c) Where the Employer is considering changing the location used as the base for calculating fares and travel, they will apply the provisions of clause 9 (Consultation) of this BPIC.
- (d) The above allowances do not apply if the Employee starts and finishes work at the Employer's office or Workshop. In this regard a construction site is not deemed to be the Employer's office or Workshop even if the Employer has no offices in the State.
- (e) The fares allowances above do not apply where the Employer provides suitable transport or vehicle.

104.2. Where an Employee is required by the Employer to travel to any other job, site or place of work during the course of their employment, they will be paid all fares necessarily incurred. All time spent on such travel will be regarded as time worked and paid at the appropriate rate:

104.3. Provided that where an Employee agrees to use their own vehicle in the Employer's interest they will be paid the amount of \$0.60 per kilometre in lieu of fares.

Fares and Travel is payable to all Employees required travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.

Where the company provides an Employee with a vehicle there will be no entitlement to fares.

<b>Fares &amp; Travel (All Employees, including Adult Apprentices, but excluding Junior Apprentices) per day</b>					
	<b>On commencement</b>	<b>1st July 2024</b>	<b>1st July 2025</b>	<b>1st July 2026</b>	<b>1 July 2027</b>
	<b>\$60</b>	<b>\$63</b>	<b>\$66</b>	<b>\$70</b>	<b>\$73</b>
	(\$14 fares + \$46 travel)	(\$14 fares + \$49 travel)	(\$14 fares + \$52 travel)	(\$14 fares + \$56 travel)	\$14 fares + \$59)

<b>Fares &amp; Travel - Junior Apprentices</b>				
<b>Junior Apprentice:</b>	<b>On Commencement</b>	<b>1st July 2024</b>	<b>1st July 2025</b>	<b>1st July 2026</b>
<b>1st Year</b>	<b>\$39.06</b>	<b>\$41.01</b>	<b>\$43.07</b>	<b>\$45.22</b>
<b>2nd Year</b>	<b>43.76</b>	<b>\$45.905</b>	<b>\$48.24</b>	<b>\$50.65</b>
<b>3rd Year</b>	<b>\$48.45</b>	<b>\$50.87</b>	<b>\$54.41</b>	<b>\$56.01</b>
<b>4th Year</b>	<b>\$54.40</b>	<b>\$57.12</b>	<b>\$59.98</b>	<b>\$62.98</b>

## 105. WAGES

105.1. The wage increase for all Employees is as follows:

- (a) 1 July 2024 5%
- (b) 1 July, 2025 5%
- (c) 1 July 2026 5%

105.2. These wage rates are effective from the first full pay period to commence on or after the date specified in the wages schedule set out below immediately following the date of approval of the agreement by the Employees.

### PAYMENT OF WAGES

105.3. Wages will be paid weekly by cash or electronic funds transfer (EFT) at the discretion of the Employer.

105.4. The Employer will comply with all provisions requiring the keeping of time and wage records and the production of pay slips as required by law.

105.5. On or before the payday the Employer will provide each Employee with their pay slip. This provision will be met if the Employer forwards the pay slip by electronic means, by courier or by post no later than the payday.

105.6. If the pay slip is not received by the Employee by the end of the day following the payday and the Employee requests the information, the Employer must provide the Employee with the information by appropriate means (telephone, fax, etc.) during working hours.

105.7. Where the Employer is unable to provide the above information on Employee pay slips, alternate arrangements must be made to ensure that the items are accurately recorded and accessible to the Employee and available for inspection in accordance with law.

105.8. If Employee is kept waiting for all or part of their wages after the normal pay time on the regular pay day the Employee will be paid an additional \$125 each day they are waiting for their wages until their pay is available or alternative arrangements agreed between the

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Employer and the Employee, provided that the Employee is not disadvantaged. If the Employer does not cause the delay there will be no payment paid to the Employee.

- 105.9. Where an action by the Employer has delayed the usual day an Employee's pay is deposited in their financial account/s, the Employer will reimburse that Employee any substantiated additional direct charges incurred by that delay (e.g. - A fee for a home loan payment not able to be deducted from an account due to insufficient funds).
- 105.10. Any underpayment of wages will be corrected on the next working day. Suitable alternative arrangements will be made for sites in remote areas.
- 105.11. The Employer will work to resolve any genuine difficulties which may arise for individual Employees in relation to payment of wages.
- 105.12. Any fees involved in the transfer of money into the Employee's account will be borne by the Employer (up to a maximum of 2 accounts per Employee).
- 105.13. When an Employee's employment is terminated the Employer will pay all money due to the Employee, including payments made on behalf of the Employee, i.e. superannuation and CIRT, as soon as practicable and, in any case, within forty-eight hours, except where a Sunday or public holiday intervenes, in which case they will be paid such money not later than noon on the next succeeding working day or, where the Employee is paid one week or more in lieu of notice, they will be paid no later than the next pay day after the notice is given.
- 105.14. If the Employer does not make the payments in accordance with the paragraph above, the Employee will be paid at the rate of double time, for all time between the termination of their employment, and payment being made. All paperwork in relation to the termination of employment, including any and all paperwork required by CIRT, will be completed by the Employer and lodged with CIRT, with a copy provided to the Employee, prior to the Employee being terminated.
- 105.15. The Employer must provide a separation certificate to Employees with their termination payment.

## 106. FITNESS FOR WORK

- 106.1. Provided that where an Employee is required to undertake any form of testing to establish their fitness for work, including but not limited to drug and alcohol testing, all such testing will occur during ordinary hours of work and the location of the testing will be considered to be their 'designated workplace'.

## 107. SAFETY RELATED MATERS

### WHS REPRESENTATIVES

- 107.1. The Employees may request that the Employer commence negotiations to determine work groups.
- 107.2. Once those work groups have been identified workers may elect a Work Health and Safety Representative (WHSR) and Deputy Health & Safety Representative (DHSR) for each work group in accordance with the provisions of the *Work Health and Safety Act (Qld)* 2011 or its successor.



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- 107.3. The Parties agree that the Unions will 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.
- 107.4. Within twenty-eight (28) days of the Employer being advised of the election of the WSHR and the DSHR, the Employer will arrange and pay for the necessary training to enable the WSHR and the DSHR to perform their role. While attending these courses the WSHR and the DSHR will be paid their normal rate of pay, including all allowances. That is, they will not have their wages reduced because of their attendance at the training course.
- 107.5. The Employer will allow a WSHR and the DSHR to exercise their obligations during their ordinary hours of work.
- 107.6. The Employer will ensure that a list of WSHR and DSHR for each work group is prepared, kept up to date and distributed to all Employees on a regular basis.
- 107.7. The WSHR may request the Employer to establish a workplace health and safety committee. If the Employer is requested to do so they will establish a health and safety committee within one months of that request.
- 107.8. A health & safety representative will be allowed reasonable paid time during working hours to attend occupational health and safety matters, including meetings affecting employees he/she represents, providing that the Representative informs their supervisor and/or relevant Manager.

### **PROVISION OF FACILITIES**

- 107.9. The Employer will ensure that all Employees have access to facilities that are at least of the minimum standard set out in the Workplace Health and Safety Queensland 2021 Code of Practice "Managing the Work Environment and Facilities", as amended from time to time.
- 107.10. Access to such facilities includes, but is not limited to:
- (a) access to clean, cool drinking water;
  - (b) access to boiling water;
  - (c) access to clean toilets, including washbasins and sanitary bins;
  - (d) access to hand washing facilities;
  - (e) access to dining facilities;
  - (f) access to secure storage facilities;
  - (g) access to change rooms; and
  - (h) access to shower facilities, where required.
- 107.11. If after one (1) hour where Employees are prevented from using accessing facilities referred to in this clause, the Employer will send Employees home without loss of pay.
- 107.12. The Employer will reimburse the Employee up to \$400.00 for the cost of the Employee providing prescription safety spectacles and lenses. The Employer must be provided with the original receipt of purchase prior to reimbursement. The spectacles and lenses will be

replaced on a fair wear and tear basis. However, lost or stolen spectacles must be replaced at the Employee's expense.

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## PART 5 - METAL AND ENGINEERING WORKERS

### 108. APPLICATION OF THIS PART

- 108.1. This Part applies to Employees performing work in accordance with the classifications contained in clause 123 of this BPIC.

### 109. DEFINITIONS

- 109.1. For the purposes of this Part:

**All Purpose Allowance** means an allowance that is counted when applying overtime penalties, shift loadings etc. An All Purpose Allowance is paid when an Employee is on paid leave unless it is expressly stated otherwise.

**All Purpose Rate** means an Employee's rate of pay that includes the Base Hourly Rate and All Purpose Allowances.

**Employee** means an employee of the Employer engaged in any of the classifications contained in clause 123.

**Flat Allowance** means an allowance that is not counted when applying overtime penalties, shift loadings etc. A Flat Allowance is not paid when an Employee does not work or is on paid leave unless it is expressly stated otherwise.

### 110. HOURS OF WORK, BREAKS AND OVERTIME

#### REST AND MEAL BREAKS

- 110.1. One 20 minute paid morning rest break and a 30 minute unpaid lunch break will be scheduled within ordinary daily hours. The lunch break must be taken no later than 6 hours after work starts.
- 110.2. If the total worked hours for the day are 10 hours or more there will be an additional 20 minute rest break paid at ordinary rates to be taken at the end of ordinary daily hours, and prior to the commencement of overtime. However, an Employee may elect to take a payment in lieu of stopping work for this break in which case the Employee will be regarded as having worked a further 20 minutes, and he or she must be paid accordingly.

#### OVERTIME

- 110.3. Overtime work for a part-time Employee is any work performed in excess of the Employee's agreed roster.
- 110.4. All overtime worked shall be paid at double time.

#### SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

- 110.5. All overtime worked on a Saturday or Sunday will be paid for at the rate of double ordinary time rates contained in the relevant section of this BPIC. Employees required to work on a Saturday will be afforded a minimum 4 hours work or be paid as if 4 hours was worked, provided that when a site is restrained (by council restriction) from commencing work before

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9:00 am on a Saturday, all overtime will be paid for at the rate of double time at the All Purpose Rate, and a minimum of 4 hours work must be paid.

- 110.6. To be entitled to payment for the 4 hour minimum, Employees must remain on site for that period and be available for normal work.
- 110.7. Overtime worked on a **Sunday** must be paid for at the rate of double time at the All Purpose Rate.
- 110.8. Overtime worked on a **Public Holiday** must be paid for at the rate of double time and one half at the All Purpose Rate.

#### **REST BREAKS ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS**

- 110.9. An Employee working overtime on a Saturday, Sunday or Public Holiday shall be allowed a 30 minute combined rest period/meal/crib break after four hours work, such time to be paid at double time, with a further 20 minute crib break to be paid at double time if the overtime continues past 8 hours worked.
- 110.10. In the case of overtime work being cancelled by the Employer at the end of the 4 hour minimum or any time thereafter, Employees will, in addition to the payments as prescribed, be paid for the 30 minutes combined crib/meal/rest period if not already taken.
- 110.11. If work proceeds beyond the 4 hours minimum then Employees will be paid for all time so worked.

#### **PAYMENT OF REST BREAKS**

- 110.12. The 30 minute combined rest period/crib break and all subsequent crib breaks must be paid as if time worked at the appropriate rate.

#### **REST PERIOD AFTER OVERTIME**

- 110.13. If it is necessary to work extended overtime, an Employee may take 10 consecutive hours off duty between the end of the overtime and the start of the Employee's ordinary work on the next day or shift without loss of pay.
- 110.14. In the event that an Employee agrees to a request from the Employer to resume or continue to work without having had 10 consecutive hours off duty, the Employee shall be paid at double the all purpose rate until the Employee is released from duty for such period.

#### **OFFER AND ACCEPTANCE OF WEEKEND OVERTIME**

- 110.15. The Employer must make offers of weekend overtime prior to the normal meal break on Thursdays. However, if due to extraordinary circumstances, the Employer is unable to give such notice, or the Employer is unable to proceed with the overtime, the Employer may offer or cancel the overtime—as the case may be—by notifying affected Employees before the end of ordinary hours on Thursday. Where the Employer fails to comply with this term, the Employee will receive the overtime payment that had been requested.
- 110.16. Employees who accept an offer of weekend overtime are obliged to attend for work. However, if due to extraordinary circumstances an Employee is unable to attend site, he or she must notify the Employer before the planned finishing time for work on Friday.

#### **LEISURE TIME PROTECTED – THE 56 HOUR CAP**

- 110.17. Excessive overtime must not be worked. More than 56 hours of work from Monday to Saturday is considered excessive overtime. This limitation is referred to as the "56 hour cap".

110.18. Work in excess of the 56 hour cap may be carried out where:

- (a) necessary by crane crews, peggies, first aiders, hoist drivers, concrete finishers, and site security personnel;
- (b) time is lost on the project due to any reason including inclement weather; or
- (c) the Employer and affected Employees agree on additional work.

110.19. The Employer may arrange daily hours within the 56 hour cap.

110.20. For the avoidance of doubt, nothing in this provision implies:

- (a) that payment for 56 hours is guaranteed; or
- (b) the right of the Employer to schedule a program of hours within the 56 hour cap is diminished.

### **REFUSAL OF OVERTIME**

110.21. An Employee may refuse to work overtime in circumstances where the working of the overtime would result in the Employee working hours that are unreasonable having regard to:

- (a) risks to the Employee's health and safety;
- (b) the Employee's personal circumstances, including any family responsibilities;
- (c) the needs of the workplace or the Project;
- (d) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it; and
- (e) any other relevant matter.

### **WORK ON FRIDAYS**

110.22. The Parties will endeavour to ensure that wherever possible normal productive work ceases at the finish of ordinary hours on Fridays. This does not mean that no productive work can continue past this time and the Parties will ensure that a sensible approach to this restriction is maintained. This means work may continue if it is necessary for the production schedule to be maintained or to ensure that other Employees can be productively employed.

110.23. Other circumstances where work may continue past the finish of ordinary hours on Fridays include the following:

- (a) to recover time lost due to excessive periods of inclement weather;
- (b) matters not the fault of the Employer which have led to the Project being delayed or behind schedule;
- (c) the requirement to meet the Employer's work program; and
- (d) unexpected delays in the project due to scheduling of other works or supply of materials.

## MEAL ALLOWANCE ON OVERTIME

110.24. An Employee required to work overtime for one and one half hours or more after working ordinary hours Monday to Friday and for every four hours worked at the end of the ordinary hours must be paid by the Employer the amount listed below to meet the cost of a meal. The allowance shall be increased during the life of this BPIC as follows:

- (a) From the first pay period commencing on or after 1 July 2023 - \$35.83;
- (b) From the first pay period commencing on or after 1 July 2024 - \$37.26;
- (c) From the first pay period commencing on or after 1 July 2025 - \$38.75;
- (d) From the first pay period commencing on or after 1 July 2026 - \$40.30; and
- (e) From the first pay period commencing on or after 1 July 2027 - \$41.91.

110.25. Where an Employee has worked the weekend, for every four hours completed an Employee will receive a meal allowance.

## 111. WAGES

111.1. The Employer shall pay Employees wages at the rates set out in Appendix 1.

## 112. PAYMENT OF WAGES

### PERIOD AND METHOD OF PAYMENT

112.1. Wages must be paid weekly by electronic funds transfer into a bank (or other recognised financial institution) account or accounts specified by the Employee (where practicable).

### LATE PAYMENT OF WAGES

112.2. An Employee kept waiting for wages on-site on pay day for other than circumstances beyond the control of the Employer, for more than a quarter of an hour after the usual time of ceasing work, shall be paid at overtime rates after that quarter hour within a minimum of a quarter of an hour.

## 113. ALLOWANCES AND SPECIAL RATE INCREASES

113.1. Unless the contrary intention is clearly indicated, any allowance or special rate that has application under this BPIC shall be adjusted by the same percentage and at the same time as the wage increases provided for under this BPIC. (Except where these conditions makes reference).

### TOOL ALLOWANCE

113.2. Where work is being performed an Employee classified as a tradesperson shall be paid a tool allowance of \$49.00 per week from July 1 2023, for providing and maintaining their own tools to undertake the work. For 2024 to 30 June 2027, tool allowance will increase annually by the percentage wages increase as outlined in the relevant section of this BPIC.

113.3. The tool allowance is an All Purpose Allowance.

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## CONSTRUCTION CERTIFICATE AND MULTI-TICKET ALLOWANCES

### Construction Trade Certificate Allowance

- 113.4. Where work is being performed on site where several trade groups are working doing either or both building construction and metal engineering, an all purpose construction trade certificate allowance of \$94.89 per week from 1 July 2023 shall be paid to all Employees classified as a tradesperson if they have had 3 months' experience on a construction site working as a tradesperson.
- 113.5. Trade certificate allowance will increase annually by the percentage increase outlined in the relevant section of this BPIC.
- 113.6. The trades certificate allowance shall not be paid if an Employee is unable to show documented evidence of his or her or their tradesperson qualifications. Only certificate holders will carry out works that requires a certificate holder to perform i.e Australian Standards
- 113.7. The trades certificate allowance is in recognition of the unique technical skills required by metals tradespersons on a construction site.

### Multi-ticket Rigger/Scaffolder/Dogman Allowance

- 113.8. Where work is being performed on site where several trades are working doing either or both building construction and metal engineering/installation works and subject to satisfying the conditions specified in this subclause, an all purpose Multi - Ticket Allowance shall be paid to Riggers Scaffolders or Dogmen who hold and use multiple certificates issued pursuant to the relevant Act and/or Regulations, that are additional to the basic requirements of their classification.

### Recognised Certificates/Tickets

- 113.9. The Multi-Ticket Rigger/Scaffolder/Dogman Allowance shall be paid in recognition of the unique technical skills and multiple tasks required of riggers, or scaffolders or dogmen that go beyond their base qualification, while working on a construction site.
- 113.10. The following Certificates/tickets shall be recognised for the purpose of payment of Multi - Ticket Allowance:

#### **Classification – Rigging (basic) and/or Dogman**

- Multiple certificates
- Intermediate
- Advanced
- Forklift and/or non slewing Crane

#### **Classification – Scaffolder (basic)**

- Multiple certificates
- Intermediate
- Advanced
- Forklift

## ELIGIBILITY

113.11. To be eligible for the payment of a Multi – Ticket Allowance Employees must, in addition to holding the appropriate tickets/certificates as listed under “Recognised Certificates/Tickets” above:

- (a) have gained at least 12 months experience;
- (b) be able to exercise the skills that they have been accredited as acquiring through their qualifications;
- (c) perform the full range of their accredited skills when requested; and
- (d) provide satisfactory documented evidence of their certificates.

## PAYMENT

113.12. A Multi - Ticket Allowance of \$44.09 per week from 1 July 2023 (increased annually by the percentage set out in this BPIC) shall be paid for each certificate/ticket (as specified under “Recognised Certificates/Tickets” above) held above the basic qualification required for the Employee to be classified as a rigger, dogman or scaffolder as the case may be, to a maximum amount of \$88.13 per week (increased annually by the percentage increase outlined in this BPIC). An Employee claiming for payment of the Multi-Tickets Allowances shall utilize all such qualifications at the direction of the Employer.

113.13. The Multi - Ticket Allowance shall be paid for all purposes.

## WELDING ALLOWANCES

### Eligibility

113.14. Where an Employee meets the definitions as described below they will receive an all-purpose weekly Welding allowance.

Qualification	Weekly allowance
Welder – Tested*	\$62.00
Welder – Special Class*	\$108.00
Welder – Special Class Exotic Materials*	\$190.00

\* Welding Allowances are not cumulative

113.15. The Welding Allowances will increase annually by the percentage increase outlined in the relevant section of this BPIC.

113.16. The Welding Allowances shall not be paid if an Employee is unable to show documented evidence of his or her tradesperson qualifications. Only certificate holders will carry out works that require a certificate holder to perform i.e. Australian Standards.

## DEFINITIONS

### Welder– Tested

113.17. An Engineering Tradesperson (Fabrication) who, because of the requirements of the manufacturer of the workplace, has met and remains capable of meeting a practical test, e.g. the relevant regulatory requirements for AS 1554SP. Some or all of these welds may be NDT treated.



### Welder – Special Class

113.18. An Engineering Tradesperson (Fabrication):

- (a) Who is qualified, through passing the tests required (pre-employment and/or during employment on the respective Project), to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or
- (b) Who is qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.

### Welder Special Class – Exotic Materials

113.19. An Employee, who is qualified, through passing the tests required by the Employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31-3 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:

- (a) Stainless Steel (304, 310, 316 and 904 grade);
- (b) Aluminium;
- (c) Chrome Molybdenum;
- (d) Nine per cent (9%) Ni Steel; and/or
- (e) A333 Grade 6.

113.20. Such tests may be required prior to employment and during employment, on the Project, to ensure that qualifications are relevant and up to date.

113.21. This allowance only applies to Employees whose welds are recorded Non Destructive Tested (**NDT**) for the time so worked.

### LEADING HAND ALLOWANCE

113.22. A person specifically appointed to be a Leading Hand must be paid at the rate of the undermentioned percentages of the above weekly rates of the highest classification supervised, or the Employee's own rate, whichever is the higher in accordance with the number of persons in the Employee's charge.

113.23. In charge of:

[\*]% of the appropriate weekly rate per week:

- |     |                      |      |
|-----|----------------------|------|
| (a) | 1 Person             | 2.4% |
| (b) | 2 – 5 persons        | 5.3% |
| (c) | 6 – 10 persons       | 6.7% |
| (d) | More than 10 persons | 9.0% |

113.24. For daily hire Employees, the hourly rate payable is calculated by multiplying amount prescribed in clause 117 above by 52 over 50.4 (52/50.4) and dividing by 36 and the said amount will apply for all purposes of this BPIC.

## FARES AND TRAVEL ALLOWANCE

113.25. The rates specified below shall be paid to each Employee on every day worked and RDOs:

Commencing from	1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Daily rate	\$55 per day	\$60 per day	\$62 per day	\$64 per day	\$66 per day

113.26. Apprentices shall be eligible for payment of Travel Allowance in the proportions detailed in the table below:

Year	Percentage
First Year	50%
Second Year	60%
Third Year	80%
Fourth Year	90%

113.27. In addition to the travel allowance above, where an Employee is required at the Employer's direction, as part of the Employees working duties to utilise their own vehicle, all expenses incurred with regard to tolls (Linkt etc.) shall be reimbursed by the Employer.

113.28. The travel allowance is a Flat Allowance.

113.29. Where an Employee agrees to use a vehicle provided by the Employer, the travel allowance above will be paid at 50 percent.

## 114. PERSONAL PROTECTIVE EQUIPMENT

### WET WEATHER CLOTHING

114.1. All protective clothing such as wet weather jackets, safety helmets, welding jackets, welding shields, welding gauntlets, rubber boots, etc, (which remain the property of the Employer), will be supplied on all occasions deemed necessary.

### JACKETS

114.2. A new Employee engaged under this BPIC will be supplied by the Employer, free of charge, with a Bluey Jacket (or equivalent in cost or quality) either heavy or light duty. These jackets are to be of good quality. The Bluey Jacket will be the property of the Employee, who will be responsible for the cleanliness and upkeep of the garment. Replacement will be on the basis of fair wear and tear. The jacket shall be produced to the Employer for examination if so required.

### GENERAL TERMS

114.3. Where the Employer is bound by a contract or other provisions which requires an issue of clothing which exceeds the above, the Employer will observe the better provision.

- 114.4. Where Employees have received any of the above items from the same Employer by way of another workplace agreement or normal condition of employment, the above items shall not be re-issued until replacement on a fair wear and tear basis if required.
- 114.5. All clothing issued by the Employer may, at the discretion of the Employer, be branded with the Employer's company logo.
- 114.6. All clothing and footwear provided will be replaced on the basis of fair wear and tear.

## 115. APPRENTICES

- 115.1. The Employer is committed to providing increased employment opportunities for Apprentices and Trainees. Apprentices and Trainees will be paid for attending the required schooling and all associated costs to complete their Apprenticeship or Traineeship.
- 115.2. All Apprentices shall be supervised by an appropriately qualified tradesperson.
- 115.3. Metal trade Apprentices employed under this BPIC will be engaged on the basis of the number of permanent tradespersons employed by the Employer as follows:
- (a) Less than 5 permanent metal tradesperson = optional
  - (b) 5 – 10 permanent metal tradesperson = 1 Apprentice
  - (c) 11 - 20 “ = 2 Apprentices
  - (d) 21 – 30 “ = 3 Apprentices
  - (e) 31 – 100 “ = 4 Apprentices
  - (f) 101 plus “ = 5 Apprentices
- 115.4. In addition to the above scale the Employer will recruit a minimum of 1 Apprentice in the first year of engaging workers under this BPIC.
- 115.5. Apprentices will be paid the following percentages of the C10 rate of pay as set out in Part 5 of this BPIC.

<b>Year</b>	<b>Percentage</b>
First Year	50%
Second Year	60%
Third Year	80%
Fourth Year	90%

- 115.6. Throughout their Apprenticeship adult Apprentices will receive the highest wage rate arising from the application of the following three options:
- (a) where a person was employed by the Employer immediately prior to becoming an adult Apprentice with the Employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured; or
  - (b) the C13 classification wage rate of this BPIC; or
  - (c) the wage rate for Apprentices as provided in the relevant section of this BPIC.

115.7. The Employer will pay the costs of all tools required by Apprentices and Trainees to perform their duties appropriate to their tasks and tools will be replaced on a fair wear and tear basis.

115.8. Tools will remain the property of the Apprentice.

### CALCULATION OF NOTICE PERIOD FOR TERMINATION

115.9. First calculate the notice period according to the table below; and then add 1 week to the notice period if the Employee:

- (a) is over 45 years old; and
- (b) has completed at least 2 years of continuous service with the Employer; and then:

Employee's period of service with the Employer	Compensation period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 week
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (c) calculate the required amount of compensation on the basis that it must equal or exceed the total of all amounts that, if the Employee's employment had continued beyond the day that the Employee's employment actually ended for the compensation period set out above, the Employer would have become liable to pay to the Employee if the employment had continuing during that period.

**Note:** The total must be worked out on the basis of:

- the Employee's ordinary hours of work (even if they are not standard hours); and
- the amounts ordinarily payable to the Employee in respect of those hours, including for example allowances, loadings and penalties, overtime and any other amounts payable under the Employee's contract of employment.

115.10. If an Employee is terminated 14 calendar days prior to public holiday or groups of public holidays, the Employer will pay the Employee for those public holiday/s.

115.11. The Employer must provide a PROTECT form and separation certificate to each Employee when his or her or their employment is terminated.

## 116. REDUNDANCY PAYMENTS

116.1. The Employer will make the severance payments described in clause 31 (payable monthly as determined by PROTECT) to the PROTECT severance fund for all Employees covered by Part 5 of this BPIC.

116.2. Apprentices shall be eligible for payment of the respective amounts in the proportions detailed in the table below:

Year	Percentage
First Year	50%
Second Year	60%
Third Year	80%
Fourth Year	90%

116.3. When an Employee is made redundant, the difference between contributions made into PROTECT and the *Manufacturing and Associated Industries and Occupations Award 2020*/NES entitlement will be made up if necessary by the Employer.

116.4. At the request of an Employee (or if the Employee elects through the Employee's representative), the Employer will arrange as soon as possible for an authorised representative of PROTECT to attend the workplace where the Employer's Employees are engaged for the purposes of explaining to Employees the benefits available to them under the Protect Severance Fund arrangements and to answer any questions that Employees may have about the Protect Severance Fund arrangements.

## 117. INCOME PROTECTION

### WAGEGUARD

117.1. The Employer must provide WAGEGUARD income protection insurance for all Employees covered by Part 5 of this BPIC. The Employer will contribute the following amounts (including GST) per week to WAGEGUARD in respect of each of its Employees for, or on account of, the premium insuring income protection for each of those Employees:

Date	1/3/2022	1/3/2023	1/3/2024	1/3/2025	1/3/2026	1/3/2027
Minimum weekly premium	\$41.30	\$47.00	\$51.00	\$54.00	*	*

\* To be informed by insurer.

117.2. The terms of the income protection insurance will provide, at a minimum:

- (a) injury and sickness 85% of pre-disability income for up to 104 weeks;
- (b) workplace injury and sickness 100% of pre-disability income protection for up to 104 weeks; and
- (c) the rates at which these payments are due must be raised by any increase provided for in this BPIC.

117.3. Waiting Period:

- (a) injury and sickness 14 days; or 28 days for all claims in respect of disability resulting from an insured person training for, practicing or playing any code of football; and
- (b) workplace injury and sickness 14 days; or 28 days for all claims in respect of disability resulting from an insured person training for, practicing or playing any code of football.

117.4. Cover Expiry Age:

- (i) 70 years of age for sickness, and
- (ii) 70 years of age for injury.

117.5. Income protection insurance providers other than WageGuard may only be used by agreement between the Parties to this BPIC.

117.6. If the Employer does not comply with this clause, the Employer will pay full wages including normal penalties loadings and allowances for all time an Employee is unable to attend work due to accident, illness or injury. The Employer will 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.

117.7. While an Employee is receiving payments under income protection insurance pursuant to this clause the Employer must continue to make superannuation contributions and PROTECT (redundancy) contributions on the Employee's behalf at the rate the Employee was receiving such contributions before the insurance payments commenced (although if there is a general wage increase or increase to PROTECT and Superannuation contributions—under this BPIC that increase will apply to the contributions).

117.8. While an Employee is receiving payments under income protection insurance pursuant to this clause he or she shall remain an Employee of the Employer and his or her absence shall count as service for all purposes for up to 2 years in respect of any one disablement.

117.9. Any paid leave used (i.e. long service leave, annual leave, sick leave etc) by an Employee after the fourteen day waiting period will be reimbursed to the Employee once the claim is approved by the provider.

117.10. Whilst an Employee is receiving income protection payments the Employer shall annually increase the wages of the Employee as set out in this BPIC.

117.11. The Employer agrees to effect the necessary insurance with that provider within 7 days of work commencing under this BPIC. Also the Employer agrees to pay any Employee their income protection amount they are entitled to on a weekly basis once they have received approval from the insurance on the claim and agree to continue to pay the claim.

## 118. SUPERANNUATION

118.1. Superannuation contributions will be made in accordance with the SGA. If the Employer is required to give an Employee a “standard choice form” or an “updated standard choice form” (**Form**), the Form must specify CBUS, USI Number CBU0100AU as the Employer nominated superannuation fund.

On behalf of each Employee, the Employer will contribute the following minimum weekly amount into the Employee's superannuation account:

	BPIC Commencement	1 July 2024	1 July 2025	1 July 2026	1 July 2027
SUPER (Employer)	\$285.00	\$297.00	\$310.00	\$323.00	\$336.00
SUPER (Employee)	\$72.00	\$75.00	\$78.00	\$81.00	\$84.00
Total Employer Payment	\$357.00	\$372.00	\$388.00	\$404.00	\$420.00

- 118.2. On behalf of Apprentices, the Employer shall make a superannuation contribution of 12% (or whatever higher rate is set by superannuation legislation as the amount of the superannuation guarantee change) on all earnings (all earnings include full wages specified in this BPIC, travel allowance, fares allowance, all site allowances paid during ordinary time, shift allowances, any other components defined in the Superannuation Guarantee Legislation and casual loading).
- 118.3. The Employer must make contributions to CBUS in accordance with the rules of the fund.
- 118.4. The Employer will make contributions into superannuation when an Employee is on any form of paid leave and for up to 52 weeks of absence from work and receives workers compensation or income protection. The minimum amount described in this BPIC (as increased in accordance with this BPIC) will be the level of contribution to superannuation whilst an Employee is on income protection up to a minimum period of 52 weeks.
- 118.5. The Employer will continue to contribute into an Employees' superannuation fund while an Employee is on Long Service Leave (including but not limited to QLeave). Payment into the nominated fund will be in line with this clause.
- 118.6. In respect of a default fund Employee, contributions must not be made for such Employee into a fund or scheme that does not have a MySuper product. This requirement does not apply if the fund or scheme is an exempt public sector scheme or if the Employee, and each other default fund Employee in relation to whom contributions are made, are defined benefit members.

### **SALARY SACRIFICE FOR SUPERANNUATION**

- 118.7. An Employee may request that the Employer salary sacrifice an amount of the Employee's wages to a complying superannuation fund nominated by the Employee. This may be up the weekly amounts detailed in the table above.
- 118.8. The Employer will, at its own cost, process the sacrifice through the Employer's payroll facility.
- 118.9. The Employer will deduct the amount from the Employee's wages prior to PAYG taxation being applied. This will reduce the Employee's taxable income by the amount of the sacrificed component. The amount sacrificed will appear on the Employee's payment summary.
- 118.10. The Employer will calculate and apply all penalty rates and leave loading rates etc. based on the wages prior to deducting the sacrificed amount.
- 118.11. An Employee may at any time withdraw from a salary sacrifice arrangement on giving a minimum of 2 pay periods' notice to the Employer.

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- 118.12. An Employee may alter the level/percentage of salary sacrifice only once per financial year (1 July to 30 June).
- 118.13. It is the responsibility of Employees to make themselves aware of the conditions relating to salary sacrificing which may vary from time to time depending on changes to legislation and the terms and conditions of the Employee's complying fund.
- 118.14. Employer superannuation contributions will not be reduced by any contributions made through salary sacrifice arrangements.
- 118.15. The Employee's salary for all purposes other than tax liability will be calculated as if the salary sacrifice arrangement had not been in place.

## 119. PROTECTION OF EMPLOYEE ENTITLEMENTS

- 119.1. The Parties agree that in the event a transfer of business is to occur as defined in the *Manufacturing and Associated Industries and Occupations Award 2020*, in order to protect Employees accrued annual leave entitlements, the Employer shall either pay Employee entitlement into an agreed industry fund, or enter into bank guarantee, insurance bond or other arrangement to secure assets equivalent to the total amount of such accrued entitlements prior to the transfer occurring.
- 119.2. The accrued entitlements will be calculated to the date on which the transfer of business will occur. Entitlements will be calculated in accordance with the *Manufacturing and Associated Industries and Occupations Award 2020*, legislation or as specified within this BPIC.
- 119.3. Further, the Employer agrees that in the event of a transfer of business, the Employer will consult with Employees and Employee representatives before the transfer of business to monitor the implementation of this clause and the Employer agrees, having regard for confidentiality, that it will table information relevant to the financial viability of the Employer.
- 119.4. Any dispute or issue in connection with the operation of this clause will be resolved in accordance with the dispute resolution procedure set out in this BPIC.
- 119.5. The operations of this clause will not change the provision or the application of the *Manufacturing and Associated Industries and Occupations Award 2020* terms relating to transfers of businesses.

## 120. INDUSTRY FUND COMPLIANCE

- 120.1. The Employer shall ensure that all its Employees covered by this BPIC are compliant with the industry schemes PROTECT, WageGuard, Cbus and Qleave.
- 120.2. At the request of an Employee (or if the Employee elects through the Employee's representative), the Employer will arrange as soon as possible for an authorised industry fund representative to attend the workplace where the Employer's Employees are engaged for the purposes of explaining to Employees the benefits available to them under fund arrangements and to answer any questions that Employees may have about fund arrangements.
- 120.3. It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry scheme/s to the Parties on request, provided that any individual whose information is to be made available has consented to such information being provided.



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## 121. ACCIDENT PAY

- 121.1. The Employer shall pay an Employee accident pay where the Employee receives an injury for which weekly payments or compensation are payable by or on behalf of the Employer pursuant to the provisions of the relevant workers' compensation legislation as amended from time to time.
- 121.2. **Accident pay** means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the relevant workers' compensation legislation and the Employee's ordinary rate, which will increase with the wages increases provided for in this BPIC.
- 121.3. The Employer shall pay or cause to be paid accident pay as defined above during the incapacity of the Employee arising from any one injury for a total of 104 weeks whether the incapacity is in one continuous period or not.
- 121.4. In the event that an Employee receives a lump sum in redemption of weekly payments under the relevant legislation, the liability of the Employer to pay accident pay under this clause shall cease from the date of such redemption.

## 122. RETURN TO WORK AFTER A WORK RELATED OR NON-WORK RELATED INJURY OR ILLNESS

- 122.1. The Parties agree that an effective and efficient return to work (RTW) process is important to both the Employer and Employees. The Employer wants access to trained and experienced labour and Employees want a consistent, easily understood and user-friendly process that reduces stress and uncertainty.
- 122.2. Where an Employee is requested to demonstrate that they are fit to return to full duties then a medical certificate from the Employee's treating medical practitioner will suffice.
- 122.3. Where an Employee can return to work on modified duties, the Employer will accept and make every effort to modify the requirements of the position to enable a graduated return to full duties.
- 122.4. An Employee, making every effort to RTW will be provided with suitable employment.

## 123. CLASSIFICATIONS

- 123.1. The classification levels for Employees engaged under Part 5 of this BPIC shall be read in accordance with the *Manufacturing and Associated Industries and Occupations Award 2020*.
- 123.2. Wage Group:C14

### **Engineering/Manufacturing Employee—Level I**

- (a) An Engineering/Manufacturing Employee—Level I is an Employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

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- (b) An Employee at this level performs routine duties essentially of a manual nature and to the level of their training:
    - (i) performs general labouring and cleaning duties;
    - (ii) exercises minimal judgement;
    - (iii) works under direct supervision; and
    - (iv) is undertaking structured training so as to enable them to work at the C13 level.

#### 123.3. Wage Group:C13

##### **Engineering/Manufacturing Employee—Level II**

- (a) An Engineering/Manufacturing Employee—Level II is an Employee who has completed up to three months structured training so as to enable the Employee to perform work within the scope of this level.
- (b) An Employee at this level performs work above and beyond the skills of an employee at the C14 level and to the level of their skills, competence and training:
  - (i) works in accordance with standard operating procedures and established criteria;
  - (ii) works under direct supervision either individually or in a team environment;
  - (iii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
  - (iv) understands and utilises basic statistical process control procedures; and
  - (v) follows safe work practices and can report workplace hazards.

#### 123.4. Wage Group:C12

##### **Engineering/Manufacturing Employee—Level III**

- (a) An Engineering/Manufacturing Employee—Level III is an Employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the Employee to perform work within the scope of this level.
- (b) An Employee at this level performs work above and beyond the skills of an employee at the C13 level and to the level of their skills, competence and training:
  - (i) is responsible for the quality of their own work subject to routine supervision;
  - (ii) works under routine supervision either individually or in a team environment;
  - (iii) exercises discretion within their level of skills and training; and
  - (iv) assists in the provision of on-the-job training.

#### 123.5. Wage Group:C11

##### **Engineering/Manufacturing Employee—Level IV**

- (a) An Engineering/Manufacturing Employee—Level IV is an Employee who has completed an Engineering Production Certificate II or Certificate II in Engineering—Production Technology or equivalent so as to enable the Employee to perform work within the scope of this level.
- (b) An Employee at this level performs work above and beyond the skills of an Employee at the C12 level and to the level of their skills, competence and training:
  - (i) works from complex instructions and procedures;
  - (ii) assists in the provision of on-the-job training;
  - (iii) co-ordinates work in a team environment or works individually under general supervision; and
  - (iv) is responsible for assuring the quality of their own work.

#### 123.6. Wage Group:C10

##### **Engineering/Manufacturing Tradesperson—Level I**

- (a) An Engineering/Manufacturing Tradesperson—Level I is an Employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:
  - (i) Engineering Tradesperson (Mechanical)—Level I; or
  - (ii) Engineering Tradesperson (Fabrication)—Level I; or
  - (iii) Engineering Tradesperson (Sheet Metal); or
  - (iv) Engineering Tradesperson (Insulation); or
  - (v) or equivalent;
  - (vi) and is able to exercise the skills and knowledge of the engineering trade so as to enable the Employee to perform work within the scope of this level.
- (b) An Engineering/Manufacturing Tradesperson—Level I works above and beyond an Employee at the C11 level and to the level of their skills, competence and training:
  - (i) understands and applies quality control techniques;
  - (ii) exercises good interpersonal and communications skills;
  - (iii) exercises keyboard skills at a level higher than the C11 level;
  - (iv) exercises discretion within the scope of this classification level;
  - (v) performs work under limited supervision either individually or in a team environment;
  - (vi) operates lifting equipment incidental to their work;
  - (vii) performs non-trade tasks incidental to their work;
  - (viii) performs work which while primarily involving the skills of the Employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training; and

- (ix) inspects products and/or materials for conformity with established operational standards.

#### 123.7. Wage Group:C9

##### **Engineering/Manufacturing Tradesperson—Level II**

- (a) An Engineering/Manufacturing Tradesperson—Level II is an:
  - (i) Engineering Tradesperson (Mechanical)—Level II; or
  - (ii) Engineering Tradesperson (Fabrication)—Level II; or
  - (iii) equivalent,who has completed the minimum training requirements specified in clause [B.2.1](#) of [Schedule B](#) of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.
- (b) An Engineering/Manufacturing Tradesperson—Level II works above and beyond a tradesperson at the C10 level and to the level of their skills and competence and training performs work within the scope of this level:
  - (i) exercises discretion within the scope of this classification;
  - (ii) works under limited supervision either individually or in a team environment;
  - (iii) understands and implements quality control techniques;
  - (iv) provides trade guidance and assistance as part of a work team;
  - (v) operates lifting equipment incidental to their work; and
  - (vi) performs non-trade tasks incidental to their work.

#### 123.8. Wage Group:C8

##### **Engineering/Manufacturing Tradesperson—Special Class Level I**

- (a) An Engineering/Manufacturing Tradesperson—Special Class Level I means a:
  - (i) Special Class Engineering Tradesperson (Mechanical)—Level I; or
  - (ii) Special Class Engineering Tradesperson (Fabrication)—Level I; or
  - (iii) equivalent,who has completed the minimum training requirements specified in clause B.2.1 of [Schedule B](#) of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.
- (b) An Engineering/Manufacturing Tradesperson—Special Class Level I works above and beyond a tradesperson at the C9 level and to the level of their skills, competence and training performs work within the scope of this level:
  - (i) provides trade guidance and assistance as part of a work team;
  - (ii) assists in the provision of training in conjunction with supervisors and trainers;
  - (iii) understands and implements quality control techniques;

- (iv) works under limited supervision either individually or in a team environment;
- (v) operates lifting equipment incidental to their work; and
- (vi) performs non-trade tasks incidental to their work.

123.9. Wage Group:C7

**Engineering/Manufacturing Tradesperson—Special Class Level II**

(a) An Engineering/Manufacturing Tradesperson—Special Class Level II means a:

- (i) Special Class Engineering Tradesperson (Mechanical)—Level II; or
- (ii) Special Class Engineering Tradesperson (Fabrication)—Level II; or
- (iii) Higher Engineering/Manufacturing Tradesperson; or
- (iv) equivalent,

who has completed the minimum training requirements specified in clause [B.2.1](#) of [Schedule B](#) of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(b) An Engineering/Manufacturing Tradesperson—Special Class Level II works above and beyond a tradesperson at the C8 level and to the level of their skills, competence and training performs work within the scope of this level:

- (i) is able to provide trade guidance and assistance as part of a work team;
- (ii) provides training in conjunction with supervisors and trainers;
- (iii) understands and implements quality control techniques;
- (iv) works under limited supervision either individually or in a team environment;
- (v) operates lifting equipment incidental to their work; and
- (vi) performs non-trade tasks incidental to their work.

123.10. Wage Group:C6

**Advanced Engineering Tradesperson—Level I**

(a) An Advanced Engineering Tradesperson—Level I means an:

- (i) Advanced Engineering Tradesperson (Mechanical)—Level I; or
- (ii) Advanced Engineering Tradesperson (Fabrication)—Level I;

who has completed the minimum training requirements specified in clause [B.2.1](#) of [Schedule B](#) of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(b) An Advanced Engineering Tradesperson—Level I works above and beyond a tradesperson at the C7 level and to the level of their skills, competence and training performs work within the scope of this level:

- (i) undertakes quality control and work organisation at a level higher than for the C7 level;

- (ii) provides trade guidance and assistance as part of a work team;
- (iii) assists in the provision of training to employees in conjunction with supervisors/trainers;
- (iv) works under limited supervision either individually or in a team environment;
- (v) prepares reports of a technical nature on specific tasks or assignments;
- (vi) exercises broad discretion within the scope of this level;
- (vii) operates lifting equipment incidental to their work; and
- (viii) performs non-trade tasks incidental to their work.

#### 123.11. Wage Group:C5

##### **Advanced Engineering Tradesperson—Level II**

- (a) An Advanced Engineering Tradesperson—Level II means an:
  - (i) Advanced Engineering Tradesperson (Mechanical)—Level II; or
  - (ii) Advanced Engineering Tradesperson (Fabrication)—Level II;
 who has completed the minimum training requirements specified in clause [B.2.1](#) of [Schedule B](#) of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.
- (b) An Advanced Engineering Tradesperson—Level II works above and beyond a tradesperson at the C6 level and to the level of their skills, competence and training performs work within the scope of this level:
  - (i) provides technical guidance or assistance within the scope of this level;
  - (ii) prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;
  - (iii) has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
  - (iv) assists in the provision of on-the-job training in conjunction with supervisors and trainers;
  - (v) operates lifting equipment incidental to their work; or
  - (vi) performs non-trade tasks incidental to their work.

#### **HIGHER DUTIES**

123.12. Where any Employee on any day performs two or more classifications 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.



# PART 6 – CIVIL CONSTRUCTION, TUNNELLING & CAMP WORK

## 124. RELEVANT DEFINITIONS

124.1. For the purposes of this Part:

**Australian Super** – means the industry superannuation fund known as Australian Super

**Camp/Hospitality** shall mean those workers engaged in classifications that provide hospitality services to those construction workers living in rural/remote project/camp arrangements.

**CBUS** means the superannuation fund known as CBUS or Construction and Building Unions Superannuation.

**Civil Construction** shall have the ordinary meaning as contained in clause 4.3(b) of the *Building and Construction General On-site Award 2020*.

**Construction Worker** means an Employee who falls within the relevant classification of Schedule A of the *Building and Construction General On Site Award 2020* as amended from time to time.

**Employee** means a Construction Worker as defined in this Part.

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

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

**Tunnelling** means civil construction works that fall within the scope of tunnelling, including but not limited to the following:

- (a) excavation operations using tunnel boring machines (**TBMs**), including commissioning and decommissioning of the TBM's;
- (b) excavation operations using roadheaders, including commissioning and decommissioning of the roadheaders;
- (c) excavation of shafts & cross passages by mechanical or other means;
- (d) temporary lining (rock bolts and shotcrete) and permanent lining of the TBM cross passages;
- (e) temporary lining (rock bolts and shotcrete) of the SEM tunnels & cross passages including but not limited to smoothing shotcrete and blinding concrete;
- (f) installation, operation and removal of all tunnelling services, including power, water, dewater, compressed air, lighting and temporary ventilation systems;
- (g) operation of the tunnel excavation support systems, including conveyors, grout plants, water treatment plants, segment handling systems, mucking systems, spoil truck loading and operation of any associated gantry cranes;



- (h) tunnelling ancillary services (including specialist non civil trades, who are engaged to assemble and maintain tunnelling equipment (including TBM's & Roadheaders) and provide operational support for tunnel excavation and other works including lining works within the tunnel); and
- (i) surface support works for the tunnel site, including stores, yards, segment logistics, on site spoil loading operations and all other tunnel logistics and support services.

## 125. CONTRACT OF EMPLOYMENT

- 125.1. 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 BPIC, or alternatively, access to the BPIC in electronic format at the discretion of the Employee.
- 125.2. 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.
- 125.3. If an Employee is absent from work for a period for which they have or will claim workers' compensation, the Employee's contract of employment shall remain intact during the period of absence. The Employer shall continue to make contributions (and where applicable, reports of service) on behalf of the Employee to CBUS, ACIRT, Chifley Income Protection and QLeave or other funds nominated. 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.
- 125.4. Any hours worked between 4am and 6am will incur an Early Start Penalty and will be paid at double time for the disability of starting early and accrue towards the ordinary hours for the day.

## 126. TECHNOLOGY

- 126.1. Employees must not be required to use personal electronic devices, without agreement between the Parties to this BPIC.

## 127. EFFECTIVE WORK ORGANISATION

- 127.1. 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.
- 127.2. Where the Employer is the Principal Contractor, or they are required under contract to provide the following key site attendant roles on the Project, the Employer shall engage these Employees 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 where supplied by a specialist company or subcontractor);
- (f) Gate persons;
- (g) Primary traffic controller roles (except where supplied by a subcontractor as an ancillary aspect of their scope of works or where there is a legal requirement); and
- (h) reasonable numbers of labourers and tradespeople, relative to the size and nature of the project.

127.3. The Parties acknowledge that traditional trade-based training through Apprenticeships (and Traineeships), is 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.

## 128. APPRENTICES AND TRAINEES

- 128.1. Apprentices and Trainees shall be entitled to all of the applicable rates and conditions of employment prescribed by this BPIC.
- 128.2. For clarification, in addition to the rates in Appendix 1 Rates of Pay, Trainees are entitled to receive full Daily Travel Allowance, ACIRT, Chifley Income Protection, Superannuation and any other entitlements in accordance with this BPIC. Such entitlements shall not be paid at rates applicable to Apprentices/Trainees.
- 128.3. Training arrangements for Apprentices and Trainees shall be as provided as in this BPIC.
- 128.4. Apprentices and Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.
- 128.5. The Employer shall be responsible for meeting all costs associated with Apprenticeship or Traineeship training, including any student registration, tuition fee or other course costs.
- 128.6. 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.
- 128.7. 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.
- 128.8. Where an Apprentice has entered a Competency Based Training Policy, 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.

128.9. Apprentices employed under part-time or school based arrangements shall be entitled to a supply of tools consistent with the requirements as outlined in clause 128.6 and clause 128.7 and clause 128.8 above.

### **APPRENTICE/TRAINEE RATIO**

128.10. The Employer recognises that in order to increase the efficiency and productivity, a significant commitment to structured training and skill development is required. They also recognise the importance of the Apprenticeship and Traineeship system 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;
- (b) the Employer is committed to ensuring that Apprentices receive appropriate on the job training by experienced tradespeople and Apprentice numbers are maximised, to this end the Employer will endeavour to maintain at least one Apprentice to every 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; and
- (d) Traineeship targets shall be negotiated between the Parties.

### **ADULT APPRENTICES**

128.11. 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 of this BPIC 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.

## **129. FIRST NATIONS PEOPLE**

129.1. The Employer and Employees and recognise the significance of First Nations People in the State of Queensland.

### **CULTURAL AWARENESS TRAINING**

129.2. All Employees will have the opportunity to attend cultural awareness training in an effort to ensure that workers are made aware of the history and spiritual connection that Traditional

Custodians have with the area where the Project is being constructed. A 'Welcome to Country' ceremony may be arranged with the Traditional Custodians to demonstrate the Employer's commitment to the principles of social, restorative justice and cultural affirmation.

## INDIGENOUS LIAISON OFFICER

- 129.3. The Parties to this BPIC recognise the importance in ensuring that First Nations Peoples are appropriately represented and supported. The Employer and relevant union will, by mutual agreement, appoint an Indigenous Liaison Officer (**ILO**) who will be represent indigenous workers on the Project in in all matters relating to First Nations People.
- 129.4. By agreement between the Employer and the ILO, the ILO shall be provided with a reasonable amount of time and access to resources to fulfill their role in the representation of their people.
- 129.5. The Employer may also grant the ILO reasonable paid time off work to:
- (a) consult and speak with employees covered by this BPIC about all matters relating to First Nations People;
  - (b) consult and collaborate with the Employer in relation to all matters and processes set out under this BPIC that may have an effect on Indigenous workers;
  - (c) represent the interests of First Nations People to the Employer and before industrial tribunals and courts; and
  - (d) at all other times the ILO will perform productive work as directed by the Employer.

## 130. MENTAL HEALTH DAY

- 130.1. An annual civil construction industry mental health day will apply during the life of this BPIC in accordance with the following:
- (a) The first Monday in December of each year shall be the civil construction industry mental health day.
  - (b) All Employees shall, as far as practicable and only so far as it meets the operational requirements of the relevant Project, and does not limit the Employer's rights to manage its business, be given and shall take this day as a mental health day without deduction of pay.
  - (c) An Employee may be required to work on the mental health day in order to meet the Employer's operational requirements. The Employee may refuse the request if the Employee has reasonable grounds to do so.
  - (d) All Employees who perform work on the mental health day shall be paid for at the rate of double time and a half (i.e. 250% of the base rate of the pay). An Employee required to work on the mental health day shall be afforded at least four hours' work or paid for four hours at the appropriate rate.

## 131. WAGES

- 131.1. Employees that are civil construction workers must be paid wages in accordance with Appendix 1 of this BPIC from the first full pay period after the dates specified. Those rates include the following increases:

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

131.2. The wage rates detailed in Appendix 1 of this BPIC are structured as follows:

- (a) the wage rates detailed in Appendix 1 of this BPIC for classifications CW1 to CW4 inclusive include the weekly hand tool allowance (where relevant);
- (b) the ordinary time hourly rate for all purposes shall be calculated by dividing the appropriate weekly rate by 36; and
- (c) the wage rates for classifications CW 5 and above detailed in Appendix 1 of this BPIC do not contain the weekly hand tool allowance. Where this allowance is applicable, it must be paid in addition to the rates contained in Appendix 1 Rates of of this BPIC.

131.3. 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.

## 132. CLASSIFICATIONS

132.1. The Classification levels for Employees engaged under this BPIC shall be read in accordance with the *Building and Construction General On-site Award 2020* unless specifically amended by the terms of this BPIC. Classification levels, relativities, pay rates and other details are contained in Appendix 1 Rates of Pay of this BPIC.

### MARKER/SETTER OUT

132.2. An Employee not already engaged as CW4 (marker/setter) shall be paid an all-purpose allowance of 5% of his/her applicable hourly rate when performing this work.

### HIGHER DUTIES

132.3. 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.

## 133. ALLOWANCES

133.1. In addition to the wage rates prescribed in this BPIC, Employees shall be paid additional allowances as provided for by the relevant Award. The rates for the various allowances shall be as provided below.

133.2. The rates for all allowances shall be payable from the commencement of the first pay period after the dates specified.

### FARES AND TRAVEL ALLOWANCE

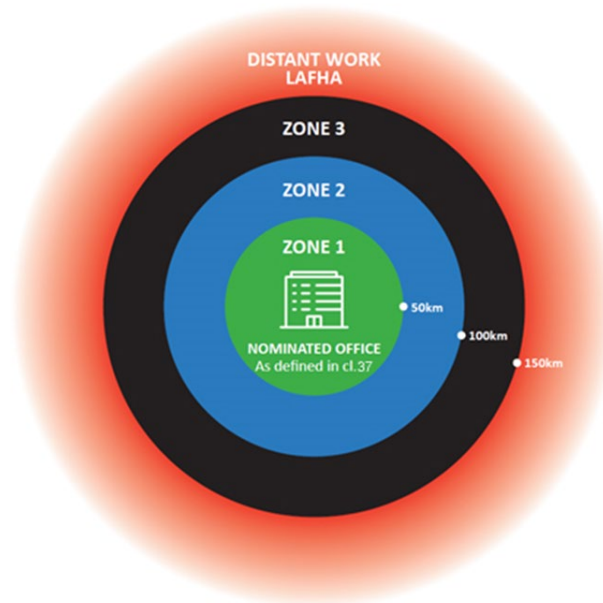
133.3. All Employees shall be entitled to receive the fares and travel allowance as follows:

Distance	1/1/2023	1/7/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Zone 1	\$50	\$55 per day	\$60 per day	\$62 per day	\$64 per day	\$66 per day
Zone 2	N/A	\$75 per day	\$80 per day	\$82 per day	\$84 per day	\$86 per day
Zone 3	N/A	\$95 per day	\$100 per day	\$102 per day	\$104 per day	\$106 per day

- (a) Zone 2 and 3 only apply to Employees who live further than 50 kms from their place of work.
- (b) There shall exist zone borders at both 50 kms, 100 kms and 150 kms 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 of the Project the radial distance from the business address to the Project will be calculated.
- (d) 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.
- (e) 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.
- (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 Allowance Tables of this BPIC will continue to apply.
- (g) Apprentices shall receive the following percentage of the amount detailed above:

Stage	Percentage	Stage	Percentage
1 <sup>st</sup>	75%	3 <sup>rd</sup>	90%
2 <sup>nd</sup>	85%	4 <sup>th</sup>	95%

## TRAVEL ALLOWANCE EXPLANATORY DIAGRAM



## LEADING HAND

133.4. 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.

## LIVING AWAY FROM HOME

### Power Tools

133.5. 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 Allowance Tables of this BPIC.

## ENGAGEMENT OF MORE THAN ONE MOBILE CRANE

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

Number of Cranes	1/7/2022	1/7/2023	1/7/2024	1/7/2025	1/7/2026
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2	\$4.42	\$4.64	\$4.87	\$5.12	\$5.37
3	\$8.50	\$8.92	\$9.37	\$9.84	\$10.33
4	\$13.07	\$13.72	\$14.41	\$15.13	\$15.89
5+	\$17.27	\$18.13	\$19.04	\$19.99	\$20.99

## 134. SUPERANNUATION

134.1. The default fund under this Part shall be CBUS or Australian Super.

134.2. All Employees shall be entitled to receive Employer superannuation contributions and shall also co-contribute a minimum amount from their wages.

On this Project, the Employer will contribute on behalf of each Employee the following minimum weekly amount

Date	1/7/2022	1/7/2023	1/7/2024	1/7/2025	1/7/2026
Super	\$255/week	\$285/week	\$297/week	\$310/week	\$323/week

On this Project, every Employee shall co-contribute by way of salary sacrifice the following minimum weekly amount:

Date	1/7/2022	1/7/2023	1/7/2024	1/7/2025	1/7/2026
Co-Cont.	\$64/week	\$72/week	\$75/week	\$78/week	\$81/week

134.3. The contributions in the clauses above shall be in addition to all other entitlements prescribed by this BPIC.

134.4. Contributions for Apprentices shall be calculated at 12% of ordinary time earnings.

134.5. Apprentices shall co-contribute by the way of salary sacrifice 3% of ordinary time earnings.

134.6. 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.

134.7. 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), public holidays, personal/carer's 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.

134.8. 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.



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## 135. SALARY SACRIFICE ARRANGEMENTS

- 135.1. Employees covered by this BPIC 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 his/her Employer in writing of the intention to do so and have sought expert advice in relation to entering into such an arrangement;
  - (c) the Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the Employees under this BPIC; and
  - (d) the co-contribution of superannuation payments referred to herein shall be made by way of salary sacrifice arrangements.

## 136. INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE

- 136.1. The Employer will provide Income Protection (top-up workers compensation insurance, 24-hour sickness and accident insurance) for Employees covered by this BPIC. Chifley Income Protection is the agreed provider.
- 136.2. The Employer agrees to the agreed provider's EBA income protection policy terms and conditions.
- 136.3. Employee(s) will be registered with the agreed provider.
- 136.4. The agreed provider will supply this insurance and the level of monthly contribution per Employee will not exceed 3% + GST of gross wages (with a minimum value of 2.2% + GST of gross wages) and at a minimum the insurance will cover the following:
- (a) payments to commence within 14 days of a claim being correctly submitted;
  - (b) payments per week to the Employee by the insurer of 90% income (100% for workers compensation top up) to a maximum of \$4,500.00;
  - (c) sickness benefit;
  - (d) accident benefit;
  - (e) workers compensation top up insurance;
  - (f) superannuation contribution benefit meeting the applicable superannuation guarantee contributions rate based on the Employee's pre-disability income up to a maximum of \$500.00 per week; and
  - (g) 104 weeks cover including for mental health conditions.
- 136.5. In the event that the agreed provider for the purposes of this clause refuses to cover a particular claim, the Employer will not be liable for such a claim.

- 136.6. Where a Return to Work Plan (**RTW Plan**) exists all requirements of the RTW Plan must be adhered to in relation to the income protection insurance benefit.
- 136.7. Any unused sick leave will be paid out on termination of employment (except in cases of serious or wilful misconduct).

## 137. REDUNDANCY

- 137.1. The industry specific redundancy scheme prescribed by the relevant Award/s, as in force, and varied from time to time, is incorporated into this BPIC (see Clause 31). The Employer will contribute an amount in line with the table in section 31.8 covered by this BPIC, to the Australian Construction Industry Redundancy Trust ("**ACIRT**"), an approved worker entitlement fund.

The Employer shall pay contributions to ACIRT on behalf of each Employee including casual Employees on a weekly basis. Contributions will be required during all authorised absences. Casual and part-time Employees will receive a pro rata payment (20% of weekly rate per day worked, up to a maximum of five (5) days) for days worked.

- 137.2. An authorised representative of ACIRT may attend the workplace where the Employer's Employees are engaged for the purposes of explaining to Employees the benefits available to them, and to answer any questions that Employees may have about the Trust arrangements.
- 137.3. The Parties accept that, due to the nature of work on the Project/s, redundancies will occur during the life of this BPIC. Employees will be employed for various periods or tasks that relate to the construction program and their employment will end when those periods or tasks conclude. Throughout the course of the Project/s, it is expected that there will be significant changes to the construction program, and these changes will impact the periods and tasks upon which Employees are employed.
- 137.4. Experience or skills held including the seniority of employees within classifications will be considered by the Employer in selecting Employees for retrenchment. Voluntary terminations will be encouraged as a first step.
- 137.5. All relevant legislation governing unfair dismissal, discrimination, etc. will be observed.
- 137.6. Where the Employer has given notice of termination of employment to an Employee in accordance with clause 39, an Employee shall be allowed time off up to one (1) day per week during the notice period without loss of ordinary time pay for the purpose of seeking other employment.

## CAMP/HOSPITALITY CLASSIFICATIONS

### Level 1

**Kitchen/dining room attendant A** means an Employee who performs general cleaning and pantry duties within a kitchen, including the cleaning of cooking and general utensils; assists Employees who are cooking, assembles and prepares ingredients for cooking; and sets, clears and cleans tables and dining areas.

**Laundry attendant** means an Employee who performs laundry and linen duties including the cleaning of laundry.

**Cleaner A** means an Employee who performs general cleaning duties, other than in accommodation areas, that does not require the use of special equipment and/or special chemicals.

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## Level 2

**Housekeeper** means an Employee who services and cleans accommodation areas.

**Kitchen/dining room attendant B** means an Employee who in addition to the duties of a kitchen/dining room attendant carries out the cooking of breakfasts and snacks and/or specialised non-cooking duties in a kitchen and the preparation of crib food.

**Cleaner B** means an Employee who performs general cleaning duties on site using specialised equipment and chemicals, or who cleans on a construction site.

**Bar attendant** means an Employee who supplies, dispenses or mixes alcoholic drinks and may sell other retail offers to customers in the bar or wet mess.

**Retail attendant** means an Employee who attends a café, snack bar or retail outlet on site and receives money from customers.

**Driver A** means an Employee who drives, cleans and services a passenger vehicle or courtesy bus on site or to and from site/the designated airport and/or transfers baggage to and from rooms and/or performs food delivery services on site.

**Yardperson** means an Employee who performs yard work including mowing, weeding, watering, emptying rubbish bins, unloading of trucks and keeping outside areas clean and tidy.

**Utility attendant** means an Employee who is employed to perform a mix of kitchen, cleaning, dining room, bar, retail, laundry, driving and yard duties on site.

**Front office attendant A** means an Employee who performs front office duties including receptionist, cashier or information services or reservations and accommodation management and/or routine office duties such as filing and photocopying.

## Level 3

**Cook (unqualified)** means an Employee without chef qualifications who is engaged to perform cooking duties including the cooking of breakfasts and snacks, baking, pastry cooking or butchering.

**Front office attendant B** means an Employee who performs front office duties, flight and accommodation management and roster scheduling and/or general clerical duties such as typing and data entry.

**Driver B** means an Employee who drives a passenger vehicle on site or to and from site and is required to hold a current heavy rigid or medium rigid licence in order to perform those duties.

**Handyperson** means an Employee who is not a tradesperson and performs routine repair work and maintenance on site.

**Gardener** means an Employee who is not a tradesperson and who performs gardening duties including the application of fertilisers, fungicides, herbicides and insecticides and the operation and minor maintenance of motorised equipment.

**Storeperson** means an Employee who receives and stores general and perishable goods, including via the operation of a mechanical lifting device such as a forklift, and cleans and maintains the store area.

**Airport reporting officer** means an Employee who oversees the logistics of the arrival and departure of aircraft at site and/or performs ramp handling and other airport related duties.

**Team leader** means an Employee who is responsible for supervising and/or training a team of utility attendants, kitchen/dining room attendants, laundry attendants, housekeepers or cleaners.

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**Bar leader** means an Employee who is responsible for a bar or wet mess (including the receipt, delivery, recording and control of stock within such an area) and/or for supervising or training other bar attendants.

**Leisure attendant** means an Employee without a formal qualification who plans and directs leisure activities on site.

#### Level 4

**Utility (Cert III)** means an Employee who undertakes duties at Level 1, Level 2 or Level 3, who has completed an AQF Certificate III qualification (or above) relevant to their classification and who utilises skills and knowledge derived from those Certificate III competencies in their work.

**Site administrator** means an Employee who has completed a relevant AQF Certificate III qualification (or above) and in addition to the duties of a front office attendant performs general clerical duties such as maintaining Employer records, entering data into Company systems and processing financial information.

**Senior Cook (Tradesperson)** means an Employee who has recently completed their trade qualification who has minimal industry experience either working in a commercial kitchen and/or in remote catering operations.

**Line Chef (tradesperson)** means a trade qualified chef who performs cooking, baking, pastry cooking or butchering duties, and may supervise kitchen attendants and other kitchen employees. A Line Chef has a minimum of 2 years post trade experience.

**Gardener (tradesperson)** means an Employee who has completed a relevant trade qualification and who performs gardening duties including the formation, maintenance and care of gardens, lawns and trees; operating, maintaining and adjusting machinery; applying fertilisers, fungicides, herbicides and insecticides as directed, and training and supervision of other gardening employees.

**Active life coordinator** means an Employee who has completed a relevant AQF Certificate III or trade equivalent qualification and who plans, co-ordinates and directs leisure activities on site.

#### Level 5

**Administration supervisor** means an Employee who has completed a supervisory course and who is responsible for the supervision, training and work co-ordination of front office and/or administration employees.

**Cleaning supervisor** means an Employee who has completed a supervisory course and who is responsible for supervising, training and co-ordinating the work of employees in a housekeeping department or cleaning department.

**Catering supervisor** means an Employee other than a trade qualified chef who has completed a supervisory course and who is responsible for supervising, training and co-ordinating the work of Employees in a kitchen or catering department.

**Bar supervisor** means an Employee who has completed a supervisory course and who has full responsibility for the stock control or a bar or series of bars and for the supervision, training and work co-ordination of other bar attendants.

**Gardening supervisor** means a trade qualified gardener who, in addition to performing gardening duties, is responsible for supervising, training and co-ordinating the work of other gardening Employees.

**Stores supervisor** means an Employee who has full responsibility for a stores area including stock control and reconciliation, and for the supervision, training and work co-ordination of other store persons.

**Senior Line Chef (tradesperson)** - means a trade qualified Chef who has a minimum of 4 years post trade industry experience. In addition to the duties of a Line Chef, a Senior Line Chef will be required to have successfully completed relevant training modules including but not limited to Food Safety Supervision and People Leadership Essentials. Appointment of a Senior Line Chef is contingent on the operational requirements of the Employer.

#### Level 6

**Chef supervisor** means a 'sous chef' or a trade qualified chef who performs general or specialised cooking, butchering, baking or pastry cooking duties and/or supervises and trains other chefs, cooks and kitchen Employees.

#### Level 7

**Head chef** means a trade qualified chef who performs general and specialised cooking duties, is responsible for ordering and stock control, and supervises, trains, co-ordinates the work of and manages the performance of other chefs, cooks and kitchen employees in a single kitchen establishment.

## TUNNELLING CLASSIFICATIONS

### TW1 New Entrant

Employees, with less than 12 months experience in tunnelling, engaged to perform general labouring duties and/or chainman and/or concrete gang and/or store person and/or hoist driver.

### TW2 – Tunneller Class 2

An Employee engaged underground in the work of assisting Tunneller Class 1, car spotter, brakeman, operators of dump trucks, and members of a bullgang, or an Employee carrying out general excavation operations.

A Tunneller Class 2 is able to operate limited pieces of equipment. A minimum period of six (6) months is required to be spent in this role prior to be eligible to progress to Tunneller Class 1.

Reclassification to a Tunneller Class 1 is subject to the Employee passing a competency assessment.

Includes Employees engaged to perform concrete finishing and/or steel fixing and/or scaffolding and/or dogman and/or nipper and/or dumper driver.

### TW3- Tunneller Class 1

An Employee engaged to carry out work in the excavation, lining and support works of the tunnel.

The Tunneller Class 1 works with specialised equipment adapted to the excavation, movement of cable, attachment/plug-in, and movement of services (pipes etc.) support and final lining of the tunnel.

This includes but is not limited to:

- The operation of hydraulic and/or electrical equipment and replacement of ground engaging tools for roadheader, lifting and placement devices, segment cranes, gantry crane operator driving locomotives and other plant mucking equipment, concrete pumping equipment and grouting equipment.

- Use of excavator, forklifts, bobcat, concrete agitator, Hiab, Manitou, hoists, small dumpers/loaders, grout pumps and mixers, loaders, trucks, drilling machines, shotcreting and rockbolting equipment, scissor truck.
- A Tunneller Class 1 is able to operate a range of equipment (excluding roadheaders, mechanical miners and mobile cranes) to the satisfaction of Spark.

Includes Employees engaged as Service Vehicle Operators.

#### **TW4**

Includes Employees engaged to perform shotcreting and/or rock bolting and/or shot firing and/or ringbuilding and/or jumbo operator.

#### **TW 5 – Operator: Road Header or Tunnel Boring Machine**

An Employee engaged specifically to operate a Road Header or Tunnel Boring Machine

#### **TW6 –Tunnelling Mechanical or Electrical Tradesperson**

Mechanical or Electrical Tradesperson is a Tunnel Worker 6 and is engaged to specifically perform work associated with tunnel or shaft excavation, and/or the installation of temporary or permanent tunnel supports and lining, and/or tunnel excavation ancillary services (for example, electricians, fitters and other mechanical and electrical trades, who are engaged in relation to tunnel or shaft excavation and support works), on the Project. For clarification, a TW6 Mechanical or Electrical Tradesperson is not engaged to carry out work on the permanent mechanical and electrical fit out of the tunnel.

## Appendix 1 Rates of Pay

<b>CONSTRUCTION WORKER (BUILDING) CLASSIFICATIONS AND RATES OF PAY</b>							
<b>Level</b>	<b>Occupations</b>	<b>From</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>
CW8	Supervisor	p/w	\$2,319.50	\$2,435.48	\$2,557.25	\$2,685.11	\$2,819.37
		p/h	\$64.43	\$67.65	\$71.03	\$74.59	\$78.32
CW7	Tower Crane Operator, Tower Crane Rigger, Hoist Rigger, Supervisor (Sub-Foreperson)	p/w	\$2,226.72	\$2,338.06	\$2,454.96	\$2,577.71	\$2,706.59
		p/h	\$61.85	\$64.95	\$68.19	\$71.60	\$75.18
CW6	Trainer	p/w	\$2,133.94	\$2,240.64	\$2,352.67	\$2,470.30	\$2,593.82
		p/h	\$59.28	\$62.24	\$65.35	\$68.62	\$72.05
CW5	Special Class Trades, Special Class Dogman (as defined), Refractory Bricklayer, Carver	p/w	\$2,041.16	\$2,143.22	\$2,250.38	\$2,362.90	\$2,481.05
		p/h	\$56.70	\$59.53	\$62.51	\$65.64	\$68.92
CW4	Signwriter	p/w	\$1,948.38	\$2,045.80	\$2,148.09	\$2,255.50	\$2,368.27
		p/h	\$54.12	\$56.83	\$59.67	\$62.65	\$65.79
CW4	Marker Setter Out, Letter Cutter, WHSO, Union delegate	p/w	\$2,040.99	\$2,143.04	\$2,250.19	\$2,362.70	\$2,480.84
		p/h	\$56.69	\$59.53	\$62.51	\$65.63	\$68.91
CW4	Mobile Concrete Boom Pump Operator	p/w	\$1,948.38	\$2,045.80	\$2,148.09	\$2,255.50	\$2,368.27
		p/h	\$54.12	\$56.83	\$59.67	\$62.65	\$65.79
CW3	Carpenters/Joiners, Stonemason, Other Qualified Tradesperson*	p/w	\$1,948.21	\$2,045.62	\$2,147.90	\$2,255.30	\$2,368.06
		p/h	\$54.12	\$56.82	\$59.66	\$62.65	\$65.78
CW3	Floor layers, Plasterers, Tilers, Tuck-pointers	p/w	\$1,934.98	\$2,031.73	\$2,133.32	\$2,239.98	\$2,351.98
		p/h	\$53.75	\$56.44	\$59.26	\$62.22	\$65.33
CW3	Bricklayers, Waterproofers	p/w	\$1,924.78	\$2,021.01	\$2,122.07	\$2,228.17	\$2,339.58
		p/h	\$53.47	\$56.14	\$58.95	\$61.89	\$64.99
CW3		p/w	\$1,908.52	\$2,003.95	\$2,104.15	\$2,209.35	\$2,319.82

	Slater, Ridge or Roof Fixer, Roof Tiler	p/h	\$53.01	\$55.67	\$58.45	\$61.37	\$64.44
CW3	Painters, Glaziers, Installers	p/w	\$1,855.60	\$1,948.38	\$2,045.80	\$2,148.09	\$2,255.50
		p/h	\$51.54	\$54.12	\$56.83	\$59.67	\$62.65
CW3	Rigger, Dogman, Employees with AQF 3 certificates (even if Employee job mentioned in lower classification), Mobile Concrete Line Pump Operators, Concrete Cutter (+ 6 months experience)	p/w	\$1,889.62	\$1,984.10	\$2,083.31	\$2,187.47	\$2,296.85
		p/h	\$52.49	\$55.11	\$57.87	\$60.76	\$63.80
CW2	Scaffolder, Powder Monkey, Hoist & Winch Driver, Foundation Shaftsmen, Steelfixer (including Tack Welder), Concrete Finisher, Traffic Controller, Gatemen / Security Guard, Pump Line Hand, Post Tensioning, Caulkers/Joint Sealers	p/w	\$1,781.38	\$1,870.45	\$1,963.97	\$2,062.17	\$2,165.28
		p/h	\$49.48	\$51.96	\$54.55	\$57.28	\$60.15
CW1	Skilled Labourer, Formwork Labourer, Truck Delivery Driver and Others	p/w	\$1,714.58	\$1,800.31	\$1,890.32	\$1,984.84	\$2,084.08
		p/h	\$47.63	\$50.01	\$52.51	\$55.13	\$57.89



<b>APPRENTICE RATES OF PAY (4 Year)</b>							
<b>Stage</b>	<b>Occupations</b>	<b>From</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>
4	Apprenticeship (90% of CW3)	p/w	\$1,663.96	\$1,747.15	\$1,834.51	\$1,926.24	\$2,022.55
		p/h	\$46.22	\$48.53	\$50.96	\$53.51	\$56.18
3	Apprenticeship (75% of CW3)	p/w	\$1,386.72	\$1,456.20	\$1,528.92	\$1,605.60	\$1,685.88
		p/h	\$38.52	\$40.45	\$42.47	\$44.60	\$46.83
2	Apprenticeship (60% of CW3)	p/w	\$1,109.16	\$1,164.60	\$1,222.56	\$1,283.76	\$1,348.20
		p/h	\$30.81	\$32.35	\$33.96	\$35.66	\$37.45
1	Apprenticeship (50% of CW3)	p/w	\$924.21	\$970.42	\$1,018.94	\$1,069.89	\$1,123.38
		p/h	\$25.67	\$26.96	\$28.30	\$29.72	\$31.21

<b>APPRENTICE RATES OF PAY (3 year)</b>							
<b>Stage</b>	<b>Occupations</b>	<b>From</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>
3	Apprenticeship (90% of CW3)	p/w	\$1,663.96	\$1,747.15	\$1,834.51	\$1,926.24	\$2,022.55
		p/h	\$46.22	\$48.53	\$50.96	\$53.51	\$56.18
2	Apprenticeship (70% of CW3)	p/w	\$1,293.89	\$1,358.59	\$1,426.52	\$1,497.84	\$1,572.74
		p/h	\$35.94	\$37.74	\$39.63	\$41.61	\$43.69
1	Apprenticeship (50% of CW3)	p/w	\$924.21	\$970.42	\$1,018.94	\$1,069.89	\$1,123.38
		p/h	\$25.67	\$26.96	\$28.30	\$29.72	\$31.21

**TRAINEE WAGES**

Persons undertaking a Traineeship will receive either the following rates or remain at their existing level, whichever is the greater:

Stage	Occupations	From	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
5	Traineeship (100% of CW3)	p/w	\$1,855.60	\$1,948.38	\$2,045.80	\$2,148.09	\$2,255.50
		p/h	\$51.54	\$54.12	\$56.83	\$59.67	\$62.65
4	Traineeship (CW2 – 96% of CW3)	p/w	\$1,781.38	\$1,870.45	\$1,963.97	\$2,062.17	\$2,165.28
		p/h	\$49.48	\$51.96	\$54.55	\$57.28	\$60.15
3	Traineeship (CW1 – 92.4% of CW3)	p/w	\$1,714.58	\$1,800.31	\$1,890.32	\$1,984.84	\$2,084.08
		p/h	\$47.63	\$50.01	\$52.51	\$55.13	\$57.89
2	Traineeship (CW1(b) – 88% of CW3)	p/w	\$1,632.93	\$1,714.58	\$1,800.31	\$1,890.32	\$1,984.84
		p/h	\$45.36	\$47.63	\$50.01	\$52.51	\$55.13
1	Traineeship (New Entrant – 82% of CW3)	p/w	\$1,521.59	\$1,597.67	\$1,677.56	\$1,761.43	\$1,849.51
		p/h	\$42.27	\$44.38	\$46.60	\$48.93	\$51.38

Trainees shall progress through each of the stages every six months from the date of commencement, unless stages are otherwise completed earlier.

**EARTHMOVERS CLASSIFICATIONS – RATES OF PAY**

Level	Occupations	From	1/07/2022	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
CW3	Bobcat, Pile Driver	p/w	\$1,728.18	\$1,814.59	\$1,905.32	\$2,000.58	\$2,100.61	\$2,205.64
		p/h	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26
CW4	Backhoe, Drott, Vibrating Roller, Front Mini Excavator	p/w	\$1,784.14	\$1,873.35	\$1,967.01	\$2,065.37	\$2,168.63	\$2,277.06
		p/h	\$49.55	\$52.03	\$54.63	\$57.36	\$60.23	\$63.24
CW5	Bulldozer, Scraper Excavator, Grader, Front end loader over 2.25mtrs	p/w	\$1,859.96	\$1,952.96	\$2,050.61	\$2,153.14	\$2,260.79	\$2,373.83
		p/h	\$51.65	\$54.23	\$56.94	\$59.79	\$62.78	\$65.92
CW6	Final Trim Grader	p/w	\$1,929.77	\$2,026.26	\$2,127.57	\$2,233.95	\$2,345.65	\$2,462.93
		p/h	\$53.59	\$56.27	\$59.08	\$62.04	\$65.14	\$68.40

<b>MOBILE HYDRAULIC PLATFORMS CLASSIFICATIONS – RATES OF PAY</b>							
<b>MOBILE HYDRAULIC PLATFORMS</b>							
<b>Occupations</b>	<b>From</b>	<b>1/07/2022</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>
Trainee (as defined)	p/w	\$1,709.54	\$1,795.02	\$1,884.77	\$1,979.01	\$2,077.96	\$2,181.85
	p/h	\$47.49	\$49.86	\$52.36	\$54.98	\$57.72	\$60.61
Boom length up to and including 11 metres (including Trainees)	p/w	\$1,717.95	\$1,803.85	\$1,894.04	\$1,988.74	\$2,088.18	\$2,192.59
	p/h	\$47.72	\$50.11	\$52.61	\$55.24	\$58.00	\$60.90
Boom length over 11 metres and up to 17 metres	p/w	\$1,796.18	\$1,885.99	\$1,980.29	\$2,079.30	\$2,183.27	\$2,292.43
	p/h	\$49.90	\$52.40	\$55.01	\$57.77	\$60.65	\$63.69
Boom length over 17 metres and up to 23 metres	p/w	\$1,847.33	\$1,939.70	\$2,036.68	\$2,138.52	\$2,245.44	\$2,357.71
	p/h	\$51.32	\$53.89	\$56.58	\$59.41	\$62.38	\$65.50
Boom length over 23 metres and up to 28 metres	p/w	\$1,907.50	\$2,002.88	\$2,103.02	\$2,208.17	\$2,318.58	\$2,434.51
	p/h	\$52.98	\$55.63	\$58.41	\$61.33	\$64.40	\$67.62
Unit equipped with underbridge unit	p/w	\$1,907.50	\$2,002.88	\$2,103.02	\$2,208.17	\$2,318.58	\$2,434.51
	p/h	\$52.98	\$55.63	\$58.41	\$61.33	\$64.40	\$67.62

<b>MOBILE CRANE CLASSIFICATIONS – RATES OF PAY</b>							
<b>MOBILE CRANES</b>							
<b>Occupations</b>	<b>From</b>	<b>1/07/2022</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>
Up to 20 tonnes	p/w	\$1,840.57	\$1,932.60	\$2,029.23	\$2,130.69	\$2,237.22	\$2,349.09
	p/h	\$51.13	\$53.69	\$56.37	\$59.19	\$62.15	\$65.26
Over 20 tonnes and up to 60 tonnes	p/w	\$1,898.72	\$1,993.66	\$2,093.34	\$2,198.01	\$2,307.91	\$2,423.30
	p/h	\$52.74	\$55.38	\$58.15	\$61.05	\$64.11	\$67.31
Over 60 tonnes and up to 100 tonnes	p/w	\$1,955.75	\$2,053.54	\$2,156.21	\$2,264.03	\$2,377.23	\$2,496.09
	p/h	\$54.33	\$57.05	\$59.90	\$62.89	\$66.04	\$69.34
Over 100 tonnes and up to 200 tonnes	p/w	\$2,008.87	\$2,109.31	\$2,214.78	\$2,325.52	\$2,441.79	\$2,563.88
	p/h	\$55.80	\$58.59	\$61.52	\$64.60	\$67.83	\$71.22
Over 200 tonnes and up to 300 tonnes	p/w	\$2,110.63	\$2,216.16	\$2,326.97	\$2,443.32	\$2,565.48	\$2,693.76
	p/h	\$58.62	\$61.55	\$64.63	\$67.86	\$71.25	\$74.82
Over 300 tonnes and up to 400 tonnes	p/w	\$2,153.66	\$2,261.34	\$2,374.41	\$2,493.13	\$2,617.79	\$2,748.68
	p/h	\$59.84	\$62.83	\$65.97	\$69.27	\$72.74	\$76.37
Over 400 tonnes and up to 500 tonnes	p/w	\$2,210.70	\$2,321.24	\$2,437.30	\$2,559.16	\$2,687.12	\$2,821.48
	p/h	\$61.42	\$64.49	\$67.72	\$71.10	\$74.66	\$78.39
Over 500 tonnes and up to 600 tonnes	p/w	\$2,283.48	\$2,397.65	\$2,517.54	\$2,643.41	\$2,775.58	\$2,914.36
	p/h	\$63.43	\$66.60	\$69.93	\$73.43	\$77.10	\$80.95
Over 600 tonnes and up to 700 tonnes	p/w	\$2,337.12	\$2,453.98	\$2,576.67	\$2,705.51	\$2,840.78	\$2,982.82
	p/h	\$64.92	\$68.17	\$71.57	\$75.15	\$78.91	\$82.86
Over 700 tonnes (+\$1.59 for every 100 tonnes above 700 tonnes)	p/w	\$2,394.72	\$2,514.46	\$2,640.18	\$2,772.19	\$2,910.80	\$3,056.34
	p/h	\$66.52	\$69.85	\$73.34	\$77.01	\$80.86	\$84.90
Rigger, dogman	p/w	\$1,797.84	\$1,887.73	\$1,982.12	\$2,081.22	\$2,185.29	\$2,294.55
	p/h	\$49.94	\$52.44	\$55.06	\$57.81	\$60.70	\$63.74

<b>PILING CLASSIFICATIONS – RATES OF PAY</b>								
<b>Level</b>	<b>Occupations</b>	<b>From</b>	<b>1/07/2022</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>
CW7	Senior Supervisor	p/w	\$2,059.41	\$2,162.38	\$2,270.50	\$2,384.02	\$2,503.23	\$2,628.39
		p/h	\$57.20	\$60.06	\$63.06	\$66.22	\$69.53	\$73.00
CW6	Working Supervisor	p/w	\$1,973.69	\$2,072.37	\$2,175.99	\$2,284.79	\$2,399.03	\$2,518.98
		p/h	\$54.82	\$57.56	\$60.44	\$63.46	\$66.63	\$69.97
CW5	Junior Supervisor	p/w	\$1,887.83	\$1,982.22	\$2,081.33	\$2,185.40	\$2,294.67	\$2,409.40
		p/h	\$52.44	\$55.06	\$57.82	\$60.71	\$63.74	\$66.93
CW4	Senior Foundation Operator (SFO)	p/w	\$1,813.57	\$1,904.25	\$1,999.46	\$2,099.43	\$2,204.41	\$2,314.63
		p/h	\$50.37	\$52.89	\$55.53	\$58.31	\$61.23	\$64.29
CW3	Foundation Operator (FO)	p/w	\$1,760.92	\$1,848.97	\$1,941.41	\$2,038.49	\$2,140.41	\$2,247.43
		p/h	\$48.92	\$51.37	\$53.93	\$56.63	\$59.46	\$62.44
CW3	Foundation Labourer – Skilled (FSL)	p/w	\$1,760.92	\$1,848.97	\$1,941.41	\$2,038.49	\$2,140.41	\$2,247.43
		p/h	\$48.92	\$51.37	\$53.93	\$56.63	\$59.46	\$62.44
CW2	Foundation Labourer 2 (FL2)	p/w	\$1,690.41	\$1,774.93	\$1,863.68	\$1,956.86	\$2,054.70	\$2,157.44
		p/h	\$46.96	\$49.31	\$51.77	\$54.36	\$57.08	\$59.93
CW1	Foundation Labourer 1 (FL1)	p/w	\$1,627.14	\$1,708.50	\$1,793.92	\$1,883.62	\$1,977.80	\$2,076.69
		p/h	\$45.19	\$47.45	\$49.82	\$52.31	\$54.93	\$57.68

<b>Civil Construction Rates of Pay</b>							
<b>Level</b>	<b>Occupations</b>	<b>From</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>
CW1 (85%)	New Entrant (an entry level with less than 12 months experience), General Labourer, Stores Assistant	p/w	\$ 1,656.07	\$ 1,738.69	\$ 1,825.60	\$ 1,917.09	\$ 2,012.87
		p/h	\$ 46.00	\$ 48.30	\$ 50.71	\$ 53.25	\$ 55.91
CW2 (90%)	Skilled General Labourer, Earthworks, Trim Grade Checker, Heavy Plant Spotter, Concrete Gang, Concrete Float Hand, Paving Stringliner, Store-person, Yardman, Chainman	p/w	\$ 1,753.49	\$ 1,840.97	\$ 1,932.98	\$ 2,029.86	\$ 2,131.27
		p/h	\$ 48.71	\$ 51.14	\$ 53.69	\$ 56.39	\$ 59.20
CW3 (92%)	Elevated Work Platform Operator with Ticket, Hoist Driver, Form Work Labourer, Road Roller Operator under 12T, Heavy Mobile Plant Operator (0-5T), Ticketed Dogman, Steel fixer, Ticketed Forklift Driver, Ticketed Rigger/Scaffolder, Telehandler (Up to 4.5T), Hiab Operator, Shotcreter, Shotcrete Crew, Painter, Rail Track Worker – TLI Cert 2 in Rail, Infrastructure, Railway Safety Protection Officer Level 1	p/w	\$ 1,792.45	\$ 1,881.88	\$ 1,975.94	\$ 2,074.97	\$ 2,178.63
		p/h	\$ 49.79	\$ 52.27	\$ 54.89	\$ 57.64	\$ 60.52
CW4 (96%)	Concrete Line Pump Operator, Road Roller Operator 12T and over, Concrete Finisher, Concrete Paving Spreader, Non-certified Tradesperson, WHSO, Rail Track Worker – TLI Cert 2 in Rail Infrastructure (commenced Cert 3), Sleeper gantry operator Railway Safety Protection Officer Level 2	p/w	\$ 1,870.39	\$ 1,963.70	\$ 2,061.85	\$ 2,165.18	\$ 2,273.36
		p/h	\$ 51.96	\$ 54.55	\$ 57.27	\$ 60.14	\$ 63.15
CW5 (100%)	Trade Qualified Tradesperson, Crane Operator (5-20T), Operators of: Tractor up to but not exceeding 48kw (65bhp), Skid Steer Excavator up to but not exceeding 48kw (65bhp), Dumper/Water Cart not exceeding 40T, Mobile Concrete Pump Boom, Forklift not exceeding 48kw, Shotcrete Placing Machine, Paver, Gantry Crane Operator, Rail Track Vehicle Operator, Trade Qualified welder (Cert 3), Rail Track Worker – TLI Cert 3 in Rail Infrastructure Railway Safety Protection Officer Level 3 or 4	p/w	\$1,947.91	\$2,045.30	\$2,147.57	\$2,254.95	\$2,367.69
		p/h	\$ 54.12	\$ 56.82	\$ 59.66	\$ 62.65	\$ 65.78
CW6 (105%)	Heavy Mobile Plant Operator (>20T-60T), Operators of: Tractor 48kw up to but not exceeding 370kw, Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including: 960, 966, 980, Dry Batch Plant, Pug Mill, Skid Steer Tractor from 48kw, Forklift from 48kw but not	p/w	\$ 2,045.74	\$ 2,147.80	\$ 2,255.15	\$ 2,368.17	\$ 2,486.48

<b>Civil Construction Rates of Pay</b>							
<b>Level</b>	<b>Occupations</b>	<b>From</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>
	exceeding 220kw, Excavator not exceeding 3cubic metres, Dumper/Water Cart over 40T but not exceeding 100T, Dozer D8 without GPS, Compactor 825 without GPS, Graders 140,143,14,16 without GPS, Rail Track – Team Leader – Track Inspection / Certification / Quality Control	p/h	\$ 56.83	\$ 59.66	\$ 62.64	\$ 65.78	\$ 69.07
CW7 (110 %)	Heavy Mobile Plant Operator (>60-100T) Operators of: Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer D10N, Trimmer, Excavator from 3 cubic metres, Loader-Front End and Overhead from 370kw up to but not exceeding 450kw, Wet batch Plant, Scraper 651, Compactor 825 with GPS, Graders 140,143,14,16 with GPS, Dozer D8 with GPS, Tower Crane Operator	p/w	\$ 2,143.15	\$ 2,250.07	\$ 2,362.54	\$ 2,480.94	\$ 2,604.89
		p/h	\$ 59.53	\$ 62.50	\$ 65.63	\$ 68.92	\$ 72.36
CW8 (115 %)	Heavy Mobile Plant Operator (>100T), Operators of: Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim, Scraper 637	p/w	\$ 2,240.57	\$ 2,352.35	\$ 2,469.92	\$ 2,593.71	\$ 2,723.29
		p/h	\$ 62.24	\$ 65.34	\$ 68.61	\$ 72.05	\$ 75.65

## PLUMBING AND MECHANICAL SERVICES RATES OF PAY

Date From	EA Start	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27
<b>Percentage Increase (%)</b>		<b>5%</b>	<b>5%</b>	<b>5%</b>	<b>5%</b>	<b>5%</b>
Plumbing and Mechanical Services Sheet Metal Worker (55%)	\$29.00	\$30.45	\$31.97	\$33.57	\$35.25	\$37.01
Plumbing and Mechanical Services Sheet Metal Worker (75%)	\$39.56	\$41.54	\$43.61	\$45.80	\$48.09	\$50.49
Plumbing and Mechanical Services Worker Level 2(a) (85%)	\$44.82	\$47.06	\$49.41	\$51.88	\$54.48	\$57.20
Plumbing and Mechanical Services Worker Level 2(b) (88%)	\$46.41	\$48.73	\$51.17	\$53.73	\$56.41	\$59.23
Plumbing and Mechanical Services Worker Level 2(c) (90%)	\$47.47	\$49.84	\$52.34	\$54.95	\$57.70	\$60.59
Plumbing and Mechanical Services Worker Level 2(d) (92%)	\$48.72	\$51.16	\$53.71	\$56.40	\$59.22	\$62.18
Plumbing and Mechanical Services Worker Level 2 (100%)	\$52.74	\$55.38	\$58.15	\$61.05	\$64.11	\$67.31
Plumbing and Mechanical Services Tradesperson Level 1 (100%)	\$52.74	\$55.38	\$58.15	\$61.05	\$64.11	\$67.31
Plumbing and Mechanical Services Tradesperson Level 2 (105%)	\$55.43	\$58.20	\$61.11	\$64.17	\$67.38	\$70.74
Plumbing and Mechanical Services – Special Class Level 1 (110%)	\$58.00	\$60.90	\$63.95	\$67.14	\$70.50	\$74.02
Plumbing and Mechanical Services – Special Class Level 2 (115%)	\$60.61	\$63.64	\$66.82	\$70.16	\$73.67	\$77.36
Advanced Plumbing and Mechanical Services Tradesperson (120%)	\$63.27	\$66.43	\$69.76	\$73.24	\$76.91	\$80.75
Advanced Plumbing and Mechanical Services Tradesperson (125%)	\$65.88	\$69.17	\$72.63	\$76.26	\$80.08	\$84.08
<b>Apprentices</b>						
1st Year	\$18.23	\$19.19	\$20.53	\$21.56	\$22.64	\$23.77
2nd Year	\$25.06	\$26.38	\$28.23	\$29.64	\$31.12	\$32.67
3rd Year	\$34.19	\$35.98	\$38.50	\$40.42	\$42.44	\$44.56
4th Year	\$41.01	\$43.17	\$46.19	\$48.50	\$50.93	\$53.48
Mature Age 1st Year	\$34.19	\$35.98	\$38.50	\$40.42	\$42.44	\$44.56
Mature Age 2nd Year	\$36.47	\$38.38	\$41.07	\$43.12	\$45.28	\$47.54



Date From	EA Start	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27
Mature Age 3rd Year	\$38.36	\$40.38	\$43.21	\$45.37	\$47.64	\$50.02
Mature Age 4th Year	\$41.01	\$43.17	\$46.19	\$48.50	\$50.93	\$53.47
<b>Apprentices – Trade Qualified</b>						
1st Year (incl. Mature Age)	\$34.19	\$35.98	\$38.50	\$40.42	\$42.44	\$44.56
2nd Year (incl. Mature Age)	\$36.47	\$38.38	\$41.07	\$43.12	\$45.28	\$47.54
3rd Year (incl. Mature Age)	\$38.36	\$40.38	\$43.21	\$45.37	\$47.64	\$50.02
4th Year (incl. Mature Age)	\$41.01	\$43.17	\$46.19	\$48.50	\$50.93	\$53.47

### SPRINKLER FITTER RATES OF PAY

Date From	EA Start	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27
<b>% Increase</b>		<b>5%</b>	<b>5%</b>	<b>5%</b>	<b>5%</b>	<b>5%</b>
Sprinkler Fitter Assistant (86.29%)	\$47.18	\$49.54	\$52.02	\$54.62	\$57.35	\$60.21
Sprinkler Fitting Tradesperson Level 2 (105%)	\$55.30	\$58.07	\$60.97	\$64.02	\$67.22	\$70.58
Sprinkler Fitting Tradesperson – Special Class Level 1 (110%)	\$57.86	\$60.75	\$63.79	\$66.98	\$70.33	\$73.85
Sprinkler Fitting Tradesperson – Special Class Level 2 (115%)	\$60.46	\$63.48	\$66.66	\$69.99	\$73.49	\$77.16
Advanced Sprinkler Fitting Tradesperson – Level 1 (120%)	\$63.11	\$66.27	\$69.58	\$73.06	\$76.71	\$80.55
Advanced Sprinkler Fitting Tradesperson – Level 2 (125%)	\$65.72	\$69.01	\$72.46	\$76.08	\$79.88	\$83.88
<b>Apprentices</b>						
1st Year	\$21.58	\$22.66	\$23.79	\$24.98	\$26.23	\$27.54
2nd Year	\$23.74	\$24.93	\$26.17	\$27.48	\$28.86	\$30.30
1st & 2nd Year Adult Apprentice	\$28.21	\$29.62	\$31.10	\$32.66	\$34.29	\$36.00
3rd Year (incl. Adult Apprentice)	\$32.32	\$33.94	\$35.63	\$37.41	\$39.29	\$41.25
4th Year (incl. Adult Apprentice)	\$38.85	\$40.79	\$42.83	\$44.97	\$47.22	\$49.58
<b>Apprentices – Trade Qualified</b>						
1st Year (incl. Adult Apprentice)	\$31.34	\$32.91	\$34.55	\$36.28	\$38.09	\$40.00
2nd Year	\$33.05	\$34.70	\$36.44	\$38.26	\$40.17	\$42.18
2nd Year Adult Apprentice	\$33.11	\$34.77	\$36.50	\$38.33	\$40.25	\$42.26
3rd Year (incl. Adult Apprentice)	\$34.76	\$36.50	\$38.32	\$40.24	\$42.25	\$44.36
4th Year (incl. Adult Apprentice)	\$38.85	\$40.79	\$42.83	\$44.97	\$47.22	\$49.58

**ROOFING RATES OF PAY**

<b>Date From</b>	<b>EA Start</b>	<b>1 Jul 23</b>	<b>1 Jul 24</b>	<b>1 Jul 25</b>	<b>1 Jul 26</b>	<b>1 Jul 27</b>
<b>Percentage Increase (%)</b>		<b>5%</b>	<b>5%</b>	<b>5%</b>	<b>5%</b>	<b>5%</b>
Roof Plumber (75% 1st 12 months of employment only)	\$35.57	\$41.54	\$43.61	\$45.80	\$48.09	\$50.49
Roof Plumber (80% competent to trade level)	\$37.93	\$44.30	\$46.52	\$48.84	\$51.29	\$53.85
Roof Plumber (100% fully competent to trade level)	\$47.42	\$55.38	\$58.15	\$61.05	\$64.11	\$67.31
Roof Plumber (105% possessing relevant Certificate III trade qual)	\$49.80	\$58.20	\$61.11	\$64.17	\$67.38	\$70.74
<b>Apprentices</b>						
1st Year (40%)	\$18.23	\$19.19	\$20.53	\$21.56	\$22.64	\$23.77
2nd Year (60%)	\$25.06	\$26.38	\$28.23	\$29.64	\$31.12	\$32.67
3rd Year (80%)	\$34.19	\$35.98	\$38.50	\$40.42	\$42.44	\$44.56
<b>Mature Age Apprentices</b>						
1st Year & 2nd Year	\$36.47	\$38.38	\$41.07	\$43.12	\$45.28	\$47.54
3rd Year	\$38.36	\$40.38	\$43.21	\$45.37	\$47.64	\$50.02

## ELECTRICAL WORKERS

Grade	From Commencement		1/07/2024		1/07/2025		1/07/2026		1/07/2027	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	\$2,831.65	\$78.66	\$2,973.24	\$82.59	\$3,121.90	\$86.72	\$3,277.99	\$91.06	\$3,441.89	\$95.61
Electrical Worker Grade 9	\$2,601.61	\$72.27	\$2,731.69	\$75.88	\$2,868.28	\$79.67	\$3,011.69	\$83.66	\$3,162.28	\$87.84
Electrical Worker Grade 8	\$2,524.50	\$70.13	\$2,650.73	\$73.63	\$2,783.26	\$77.31	\$2,922.42	\$81.18	\$3,068.55	\$85.24
Electrical Worker Grade 7	\$2,371.01	\$65.86	\$2,489.56	\$69.15	\$2,614.04	\$72.61	\$2,744.74	\$76.24	\$2,881.98	\$80.05
Electrical Worker Grade 6	\$2,288.02	\$63.56	\$2,402.42	\$66.73	\$2,522.55	\$70.07	\$2,648.67	\$73.57	\$2,781.11	\$77.25
Foreman Rate Grade 2	\$2,237.72	\$62.16	\$2,349.60	\$65.27	\$2,467.08	\$68.53	\$2,590.44	\$71.96	\$2,719.96	\$75.55
Foreman Rate Grade 1	\$2,189.98	\$60.83	\$2,299.48	\$63.87	\$2,414.45	\$67.07	\$2,535.18	\$70.42	\$2,661.94	\$73.94
Electrical Worker Grade 5 LH	\$2,144.08	\$59.56	\$2,251.28	\$62.54	\$2,363.85	\$65.66	\$2,482.04	\$68.95	\$2,606.14	\$72.39
<b>Electrical Worker Grade 5</b>	<b>\$2,094.88</b>	<b>\$58.19</b>	<b>\$2,199.62</b>	<b>\$61.10</b>	<b>\$2,309.60</b>	<b>\$64.16</b>	<b>\$2,425.08</b>	<b>\$67.36</b>	<b>\$2,546.33</b>	<b>\$70.73</b>
Electrical Fitter	\$2,044.57	\$56.79	\$2,146.80	\$59.63	\$2,254.14	\$62.61	\$2,366.84	\$65.75	\$2,485.19	\$69.03
Communication Tradesperson	\$1,988.02	\$55.22	\$2,087.42	\$57.98	\$2,191.79	\$60.88	\$2,301.38	\$63.93	\$2,416.45	\$67.12
Electrical Worker Grade 4	\$1,939.55	\$53.88	\$2,036.53	\$56.57	\$2,138.35	\$59.40	\$2,245.27	\$62.37	\$2,357.54	\$65.49
<b>Apprentices</b>										
First Year	\$704.66	\$19.57	\$739.89	\$20.55	\$776.88	\$21.58	\$815.73	\$22.66	\$856.51	\$23.79
Second Year	\$968.67	\$26.91	\$1,017.11	\$28.25	\$1,067.96	\$29.67	\$1,121.36	\$31.15	\$1,177.43	\$32.71
Third Year	\$1,321.19	\$36.70	\$1,387.24	\$38.53	\$1,456.61	\$40.46	\$1,529.44	\$42.48	\$1,605.91	\$44.61
Fourth Year	\$1,585.20	\$44.03	\$1,664.46	\$46.24	\$1,747.69	\$48.55	\$1,835.07	\$50.97	\$1,926.82	\$53.52
<b>Adult Apprentices</b>										
First Year	\$1,321.19	\$36.70	\$1,387.24	\$38.53	\$1,456.61	\$40.46	\$1,529.44	\$42.48	\$1,605.91	\$44.61
Second Year	\$1,409.31	\$39.15	\$1,479.78	\$41.10	\$1,553.77	\$43.16	\$1,631.46	\$45.32	\$1,713.03	\$47.58
Third Year	\$1,482.75	\$41.19	\$1,556.89	\$43.25	\$1,634.74	\$45.41	\$1,716.47	\$47.68	\$1,802.30	\$50.06
Fourth Year	\$1,585.20	\$44.03	\$1,664.46	\$46.24	\$1,747.69	\$48.55	\$1,835.07	\$50.97	\$1,926.82	\$53.52

<b>Metal Worker and Engineering Construction Worker Wage Rates - BPIC's</b>										
<b>Grade</b>	<b>Current rate</b>		<b>From the first full pay period on or after 1/07/2024 (+5%)</b>		<b>From the first full pay period on or after 1/07/2025 (+5%)</b>		<b>From the first full pay period on or after 1/07/2026 (+5%)</b>		<b>From the first full pay period on or after 1/07/2027 (+5%)</b>	
	<b>pw</b>	<b>ph</b>	<b>pw</b>	<b>ph</b>	<b>pw</b>	<b>ph</b>	<b>pw</b>	<b>ph</b>	<b>pw</b>	<b>Ph</b>
C5 (130%)	\$2,532.35	\$70.34	\$2,658.97	\$73.86	\$2,791.91	\$77.55	\$2,931.51	\$81.43	\$3,078.08	\$85.50
C6 (125%)	\$2,434.95	\$67.64	\$2,556.70	\$71.02	\$2,684.53	\$74.57	\$2,818.76	\$78.30	\$2,959.70	\$82.21
C7 (115%)	\$2,240.15	\$62.23	\$2,352.16	\$65.34	\$2,469.77	\$68.60	\$2,593.26	\$72.03	\$2,722.92	\$75.64
C8 (110%)	\$2,142.76	\$59.52	\$2,249.89	\$62.50	\$2,362.39	\$65.62	\$2,480.51	\$68.90	\$2,604.53	\$72.35
C9 (105%)	\$2,045.36	\$56.82	\$2,147.63	\$59.66	\$2,255.01	\$62.64	\$2,367.76	\$65.77	\$2,486.15	\$69.06
<b>C10 (100%)</b>	<b>\$1,947.96</b>	<b>\$54.11</b>	<b>\$2,045.36</b>	<b>\$56.82</b>	<b>\$2,147.63</b>	<b>\$59.66</b>	<b>\$2,255.01</b>	<b>\$62.64</b>	<b>\$2,367.76</b>	<b>\$65.77</b>
C11 (92.4%)	\$1,799.92	\$50.00	\$1,889.91	\$52.50	\$1,984.41	\$55.12	\$2,083.63	\$57.88	\$2,187.81	\$60.77
C12 (87.4%)	\$1,702.52	\$47.29	\$1,787.64	\$49.66	\$1,877.03	\$52.14	\$1,970.88	\$54.75	\$2,069.42	\$57.48
C13 (82%)	\$1,597.33	\$44.37	\$1,677.19	\$46.59	\$1,761.05	\$48.92	\$1,849.11	\$51.36	\$1,941.56	\$53.93
C14 (78%)	\$1,519.41	\$42.21	\$1,595.38	\$44.32	\$1,675.15	\$46.53	\$1,758.91	\$48.86	\$1,846.85	\$51.30
<b>Apprentices</b>										
First Year (55%)	\$1,071.38	\$29.76	\$1,124.95	\$31.25	\$1,181.19	\$32.81	\$1,240.25	\$34.45	\$1,302.27	\$36.17
Second Year (65%)	\$1,266.17	\$35.17	\$1,329.48	\$36.93	\$1,395.96	\$38.78	\$1,465.75	\$40.72	\$1,539.04	\$42.75
Third Year (75%)	\$1,460.97	\$40.58	\$1,534.02	\$42.61	\$1,610.72	\$44.74	\$1,691.26	\$46.98	\$1,775.82	\$49.33
Fourth Year (90%)	\$1,753.16	\$48.70	\$1,840.82	\$51.13	\$1,932.86	\$53.69	\$2,029.51	\$56.38	\$2,130.98	\$59.19
<b>Adult Apprentices</b>										
First Year (75%)	\$1,460.97	\$40.58	\$1,534.02	\$42.61	\$1,610.72	\$44.74	\$1,691.26	\$46.98	\$1,775.82	\$49.33
Second Year (80%)	\$1,558.37	\$43.29	\$1,636.29	\$45.45	\$1,718.10	\$47.73	\$1,804.01	\$50.11	\$1,894.21	\$52.62
Third Year (84%)	\$1,636.29	\$45.45	\$1,718.10	\$47.73	\$1,804.01	\$50.11	\$1,894.21	\$52.62	\$1,988.92	\$55.25
Fourth Year (90%)	\$1,753.16	\$48.70	\$1,840.82	\$51.13	\$1,932.86	\$53.69	\$2,029.51	\$56.38	\$2,130.98	\$59.19

<b>Camp/Hospitality Rates of Pay</b>							
<b>Level</b>	<b>Occupations</b>	<b>From</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>
Level 1	Kitchen/dining room attendant A Laundry attendant Cleaner A	p/w	\$1677.24	\$1,761.10	\$1,849.16	\$1,941.61	\$2,038.70
		p/h	\$46.59	\$48.92	\$51.37	\$53.93	\$56.63
Level 2	Housekeeper Kitchen/dining room attendant B Cleaner B Bar attendant Retail attendant Driver A Yardperson Utility attendant Front office attendant A	p/w	\$1764.15	\$1,852.36	\$1,944.98	\$2,042.22	\$2,144.34
		p/h	\$48.30	\$51.45	\$54.03	\$56.73	\$59.56
Level 3	Cook (Unqualified) Front office attendant B Driver B Handyperson Gardener Storeperson Airport reporting officer Team leader Bar leader Leisure attendant	p/w	\$1795.68	\$1,885.46	\$1,979.74	\$2,078.72	\$2,182.66
		p/h	\$49.88	\$52.37	\$54.99	\$57.74	\$60.63
Level 4	Utility (Cert III) Site administrator Senior Cook (Tradesperson) Line Chef (tradesperson) Gardener (tradesperson) Active life coordinator	p/w	\$1917.52	\$2,013.40	\$2,114.07	\$2,219.77	\$2,330.76
		p/h	\$52.50	\$55.93	\$58.72	\$61.66	\$64.74
Level 5	Administration supervisor Cleaning supervisor Catering supervisor Bar supervisor Gardening supervisor Stores supervisor Senior Line Chef	p/w	\$1950.12	\$2,047.63	\$2,150.01	\$2,257.51	\$2,370.38
		p/h	\$54.17	\$56.88	\$59.72	\$62.71	\$65.84
Level 6	Chef supervisor	p/w	\$2009.52	\$2,110.00	\$2,215.50	\$2,326.27	\$2,442.58
		p/h	\$55.82	\$58.61	\$61.54	\$64.62	\$67.85
Level 7	Head Chef	p/w	\$2093.10	\$2,197.76	\$2,307.64	\$2,423.02	\$2,544.18
		p/h	\$57.30	\$61.05	\$64.10	\$67.31	\$70.67

#### **TUNNELLING CLASSIFICATIONS - RATES OF PAY**

<b>Occupations</b>	<b>From</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>
TW1 – New Entrant	p/w	\$1,868.63	\$1,962.06	\$2,060.16	\$2,163.17	\$2,271.33

	p/h	\$51.91	\$54.50	\$57.23	\$60.09	\$63.09
TW2 – Tunneller Class 2	p/w	\$2,086.53	\$2,190.86	\$2,300.40	\$2,415.42	\$2,536.19
	p/h	\$57.96	\$60.86	\$63.90	\$67.09	\$70.45
TW3 – Tunneller Class 1	p/w	\$2,114.61	\$2,220.34	\$2,331.36	\$2,447.93	\$2,570.32
	p/h	\$58.74	\$61.68	\$64.76	\$68.00	\$71.40
TW4	p/w	\$2,132.58	\$2,239.21	\$2,351.17	\$2,468.73	\$2,592.16
	p/h	\$59.24	\$62.20	\$65.31	\$68.58	\$72.00
TW 5 – Operator: Road Header or Tunnel Boring Machine	p/w	\$2,230.92	\$2,342.47	\$2,459.59	\$2,582.57	\$2,711.70
	p/h	\$61.97	\$65.07	\$68.32	\$71.74	\$75.32
TW6 – Tunnelling Mechanical or Electrical Tradesperson	p/w	\$2,289.24	\$2,403.70	\$2,523.89	\$2,650.08	\$2,782.59
	p/h	\$63.59	\$66.77	\$70.11	\$73.61	\$77.29

## Appendix 2 Allowance Tables

ALLOWANCE TITLE	From Commence ment	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Acid work	\$2.59	\$2.72	\$2.86	\$3.00	\$3.15	\$3.31
Asbestos	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Asbestos eradication	\$3.18	\$3.34	\$3.51	\$3.68	\$3.87	\$4.06
Bagging	\$0.90	\$0.95	\$0.99	\$1.04	\$1.09	\$1.15
Bitumen	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
laying or lifting other than standard bricks Over 5kg but under 9kg	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Over 9kg but under 18kg	\$1.77	\$1.86	\$1.95	\$2.05	\$2.15	\$2.26
18kg and over	\$2.47	\$2.59	\$2.72	\$2.86	\$3.00	\$3.15
Certificate allowance	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Cleaning down brickwork	\$0.91	\$0.96	\$1.00	\$1.05	\$1.11	\$1.16
Cold work	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Computing quantities	\$7.08	\$7.43	\$7.81	\$8.20	\$8.61	\$9.04
Confined spaces	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Cutting tiles	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Delegate Allowance	\$2.39	\$2.51	\$2.63	\$2.77	\$2.91	\$3.06
Dirty work	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Dry polishing of tiles	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Explosive power tools	\$2.32	\$2.44	\$2.56	\$2.69	\$2.82	\$2.96
First-aid attendant (minimum qualification) per day	\$4.15	\$4.36	\$4.58	\$4.80	\$5.04	\$5.30
Higher first aid cert. (per day)	\$6.55	\$6.88	\$7.22	\$7.58	\$7.96	\$8.36
Furnace work	\$2.57	\$2.70	\$2.83	\$2.98	\$3.12	\$3.28
Higher work- Painting trades	\$0.91	\$0.96	\$1.00	\$1.05	\$1.11	\$1.16
Hot work between 46-54 Degrees Celsius	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Health and Safety Representative Allowance	\$2.39	\$2.51	\$2.63	\$2.77	\$2.91	\$3.06
Exceeding 54 degrees	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Insulation	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Laser user and allowance (per day)	\$4.06	\$4.26	\$4.48	\$4.70	\$4.93	\$5.18
Living away from home allowance (per day)	\$83.03	\$87.18	\$91.54	\$96.12	\$100.92	\$105.97
Return trip transport Employee/tools (per return trip)	\$33.06	\$34.71	\$36.45	\$38.27	\$40.18	\$42.19
Leading hand not more than 1	\$0.76	\$0.80	\$0.84	\$0.88	\$0.92	\$0.97

<b>ALLOWANCE TITLE</b>	<b>From Commence ment</b>	<b>From 1/07/2023</b>	<b>From 1/07/2024</b>	<b>From 1/07/2025</b>	<b>From 1/07/2026</b>	<b>From 1/07/2027</b>
Leading hand 2 and not more than 5	\$1.65	\$1.73	\$1.82	\$1.91	\$2.01	\$2.11
Leading hand 6 and not more than 10	\$2.10	\$2.21	\$2.32	\$2.43	\$2.55	\$2.68
Leading hand more than 10	\$2.79	\$2.93	\$3.08	\$3.23	\$3.39	\$3.56
Meal allowance (per instance)	\$20.34	\$21.36	\$22.42	\$23.55	\$24.72	\$25.96
Multi-storey (Height): commencement to 15 <sup>th</sup> floor	\$1.38	\$1.45	\$1.52	\$1.60	\$1.68	\$1.76
Multi-storey (Height): 16 <sup>th</sup> to 30 <sup>th</sup>	\$1.64	\$1.72	\$1.81	\$1.90	\$1.99	\$2.09
Multi-storey (Height): 31 <sup>st</sup> to 45 <sup>th</sup>	\$2.55	\$2.68	\$2.81	\$2.95	\$3.10	\$3.25
Multi-storey (Height): 46 <sup>th</sup> to 60 <sup>th</sup>	\$3.30	\$3.47	\$3.64	\$3.82	\$4.01	\$4.21
Multi-storey (Height): 61 <sup>st</sup> and onwards	\$4.03	\$4.23	\$4.44	\$4.67	\$4.90	\$5.14
On Call Allowance (Per Week)	\$133.39	\$250.00	\$262.50	\$275.65	\$289.41	\$303.88
Plaster or composition spray	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Power Tools	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Roof repairs	\$0.90	\$0.95	\$0.99	\$1.04	\$1.09	\$1.15
Roof repairs over 15 metres eaves pitch over 35 degrees	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Roof repairs over 15 metres eaves pitch over 40 degrees	\$1.76	\$1.85	\$1.94	\$2.04	\$2.14	\$2.25
Second hand timber (per day)	\$3.84	\$4.03	\$4.23	\$4.45	\$4.67	\$4.90
Slushing	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Spray application- Painters	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Swing scaffold (including Bosuns Chair) first 4 hours 0-15 storeys	\$7.08	\$7.43	\$7.81	\$8.20	\$8.61	\$9.04
Swing scaffold (including Bosuns Chair) after 4 hours 0-15 storeys	\$1.48	\$1.55	\$1.63	\$1.71	\$1.80	\$1.89
Swing scaffold (including Bosuns Chair) first 4 hours 16-30 storeys	\$9.11	\$9.57	\$10.04	\$10.55	\$11.07	\$11.63
Swing scaffold (including Bosuns Chair) after 4 hours 16-30 storeys	\$1.92	\$2.02	\$2.12	\$2.22	\$2.33	\$2.45
Swing scaffold (including Bosuns Chair) first 4 hours 31-45 storeys	\$10.78	\$11.32	\$11.88	\$12.48	\$13.10	\$13.76
Swing scaffold (including Bosuns Chair) after 4 hours 31-45 storeys	\$2.27	\$2.38	\$2.50	\$2.63	\$2.76	\$2.90
Swing scaffold (including Bosuns Chair) first 4 hours 46-60 storeys	\$17.66	\$18.54	\$19.47	\$20.44	\$21.47	\$22.54
Swing scaffold (including Bosuns Chair) after 4 hours 46-60 storeys	\$3.71	\$3.90	\$4.09	\$4.29	\$4.51	\$4.74
Swing scaffold (including Bosuns Chair) first 4 hours greater than 60 storeys	\$22.52	\$23.65	\$24.83	\$26.07	\$27.37	\$28.74
Swing scaffold (including Bosuns Chair) after 4 hours greater than 60 storeys	\$4.73	\$4.97	\$5.21	\$5.48	\$5.75	\$6.04



<b>ALLOWANCE TITLE</b>	<b>From Commence ment</b>	<b>From 1/07/2023</b>	<b>From 1/07/2024</b>	<b>From 1/07/2025</b>	<b>From 1/07/2026</b>	<b>From 1/07/2027</b>
Tool Allowance: Artificial stoneworker, Stonemason, Carpenter and/or Joiner, Carver, Letter cutter, Marble and Slate Employee, Marker and Setter Out, Plumber, Special Class Tradesperson	\$2.45	\$2.57	\$2.70	\$2.84	\$2.98	\$3.13
Tool Allowance: Caster, Fixer, Floor layer specialist, Plasterer, Tiler	\$2.10	\$2.21	\$2.32	\$2.43	\$2.55	\$2.68
Tool Allowance: Bricklayer, Waterprooffer	\$1.83	\$1.92	\$2.02	\$2.12	\$2.22	\$2.34
Tool Allowance: Roof Tilers, Slate Ridge, or Roof Fixer	\$1.40	\$1.47	\$1.54	\$1.62	\$1.70	\$1.79
Tool Allowance: Scaffolder, Rigger, Steelfixer, Concreteer	\$0.90	\$0.95	\$0.99	\$1.04	\$1.09	\$1.15
Tool Allowance: Painter, Glazier, Licensed Drainer, Signwriter	\$0.80	\$0.84	\$0.88	\$0.93	\$0.97	\$1.02
Towers allowance	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Toxic substances working in close proximity	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Toxic substances (working with)	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Underground allowance (per week)	\$21.02	\$22.07	\$23.17	\$24.33	\$25.55	\$26.83
Underground allowance (per day or shift or part thereof)	\$4.23	\$4.44	\$4.66	\$4.90	\$5.14	\$5.40
Wet concrete or campo	\$0.90	\$0.95	\$0.99	\$1.04	\$1.09	\$1.15
Wet work	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Transfers during working hours (per Km)	\$1.44	\$1.51	\$1.59	\$1.67	\$1.75	\$1.84

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

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## Appendix 3 - Impairment Policy

### 1. PRINCIPLES

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

### 2. SCOPE

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

### 3. STRUCTURE

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

#### TRAINING & AWARENESS

- 3.2. 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:
  - (a) Workplace Impairment Training (**WIT**) - all workers onsite will do this training; and
  - (b) Preliminary Impairment Assessment - HSRs, delegates and the Principal Contractor's (**PC**) safety staff will undertake this training.

#### TESTING

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

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## SUPPORT SERVICES

- 3.4. 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

The objectives of this policy are as follows to :

- (a) provide a safe and healthy working environment for all workers;
- (b) 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) eliminate and control risks which may lead to impairment affecting health and safety in the workplace;
- (d) 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) 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) 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; and
- (g) ensure confidentiality of information concerning the application of this policy to a worker is maintained.

## 5. RESPONSIBILITIES

5.1. The Employer shall:

- (a) provide a work environment that is safe and without risks to health and safety;
- (b) provide information about the testing requirements to all existing Employees, contractors and labour hire staff and to all new staff at the point of induction;
- (c) ensure that this policy is implemented fairly and equitably across all sections of the workforce;
- (d) comply with the four policy implementation steps outlined below; and
- (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; and
  - (f) inform their Employer and their PIA if they have been made aware by their treating doctor or pharmacist of possible impairment as a side effect of medication, or if they feel impaired by medication.

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

- 6.1. PC/Employer and Union shall agree on a start date for the Impairment Policy.
- 6.2. Engagement of an agreed training and rehabilitation/treatment service providers.
- 6.3. Provision of on-going WIT and PIA training.

### ONGOING PROMOTION OF THIS POLICY

- 6.4. A purpose of the Impairment Policy and procedure is to provide protocols and procedures for workplace alcohol and other drug testing that are evidence-based, consistent with best practice, comply with relevant Australian Standards, and contribute to workplace safety and worker wellbeing.
- 6.5. The following drug and alcohol testing programs will be adopted:
  - (a) self-testing;
  - (b) random shift testing;
  - (c) for-cause testing;
  - (d) post-incident testing;
  - (e) reasonable concern testing; and
  - (f) testing of Minors.
- 6.6. Any Employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.
- 6.7. The Employee will be permitted to access personal leave in the first instance and then take accrued personal leave entitlements for the period of time they are accessing the treatment provider.
- 6.8. With the endorsement/acceptance of the Impairment Policy the PC will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.
- 6.9. It will also ensure compliance with this policy as follows:

- (a) subcontractors will be contractually required to comply with this procedure as a condition of contract/EBA; and
  - (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.
- 6.10. 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 BPIC.

## 7. DEFINITION OF A WORKER

7.1. Anyone who carries out work for a PCBU, 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; and/or
- (i) a visitor to a workplace.

## 8. TRAINING

- 8.1. The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including PC workers), sub-contractors and labour hire workers at least once every two years.
- 8.2. In addition to the below training course outlines, PC 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; and
  - (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**); and

- 
- (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 two (2) hours in length and must cover the following topics:
- (i) Australian workplace health and safety construction statistics;
  - (ii) overview of the WHS 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; and
  - (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; and
  - (vii) investigative skills.
- (b) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:

- (i) the training session will not interfere with workers wanting to use the room for smoko or lunch; or
- (ii) the training session will not be interfered with by workers wanting to use the room in general.

8.8. No worker can be tested for drugs and/or alcohol unless they have been trained in this policy.

## 9. TESTING METHODS

### ALCOHOL TESTING METHOD

9.1. 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.

### DRUG TESTING METHOD

9.2. 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; and
- (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

10.1. Must be NATA Accredited.

10.2. Must have accreditation AS4760:2019 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 PC all relevant stakeholders must be engaged to make sure there is no conflict of interest and that they are totally independent. If a conflict of interest exists, or should arise, the Authorised Testing Agent must report it immediately.

## 11. ROOM REQUIREMENTS

- 11.1. Each workplace shall have a room nominated for use to undertake drug and alcohol testing consistent with this procedure. This room will not normally be the first aid room at a workplace unless a workplace has multiple first aid rooms and the use of a first aid room for the purpose of drug and alcohol testing will not affect the ability of the workplace to respond to a first aid incident.
- 11.2. The room selected for use must so far as reasonably practicable:
- (a) provide privacy for the Worker being tested including but not limited to:
    - (i) have a closing door;
    - (ii) not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows; and
    - (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; and
  - (d) include discreet entry and exit.

## 12. TESTING REQUIREMENTS

### WORKPLACES

- 12.1. Testing is to be in accordance with relevant laws, codes and standards and the following minimum testing requirements must be adhered to unless otherwise agreed by the Parties to this BPIC.
- 12.2. Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.



- 12.3. Drugs - As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual agreement by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:
- (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

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

## OTHER JOBS

- 12.5. On projects where there is no Commonwealth contribution testing frequency will be agreed upon by mutual consent by the Parties to this BPIC.

## 13. PRESCRIBED MEDICATIONS

- 13.1. Workers that are taking Prescribed Drugs or Pharmacy Only Drugs that they believe could register a positive test result should inform the Authorised Testing Agent prior to undergoing any requested test.
- 13.2. If a Worker fails to declare that they are taking Prescribed Drugs or Pharmacy Only Drugs before being tested and they record a Non-Negative Result Initial Test result, a post test declaration will not be considered relevant to the result and the Worker will be excluded from duty for the remainder of the shift, subject to a Confirmatory Test.
- 13.3. Workers who record a Non-Negative Result Initial Test result will be excluded from their work duties and the workplace until a Confirmatory Test result has been received.
- 13.4. If that confirmatory result is a Positive Result Confirmatory Test, then:
- (a) The terms and conditions of the applicable industrial agreement shall be observed in relation to consultation and consequence management action.

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- 13.5. When a confirmatory test result is negative or the result recorded is less than the target level or is consistent with a level expected from therapeutic use of a Prescribed Drug or Pharmacy Only Drug, which was advised by the Worker, then the test result shall be considered a Negative Result Initial Test for the purpose of any consequence management action.
- 13.6. Where a Worker is excluded from the workplace as a result of a Non-Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:
- (a) whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;
  - (b) the level of the medication detected is consistent with therapeutic use;
  - (c) written advice from the worker's doctor advising that the medication is required to treat a medical condition; and
  - (d) the medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

## 14. SPECIAL CIRCUMSTANCES FOR PRESCRIPTION MEDICATION

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

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- 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

### ALCOHOL

- 15.1. 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.
- 15.2. 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,
- 15.3. 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.
- 15.4. If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded.
- 15.5. 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:
- (a) 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;
  - (b) 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;
  - (c) 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;
  - (d) 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;
  - (e) 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);
  - (f) Contractors will be responsible for the management/arrangements for their employees in accordance with their own employment arrangements; and
  - (g) 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 BPIC, 15.1 Alcohol- d) will apply.

## DRUGS

- 15.6. 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).
- 15.7. 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.
- 15.8. 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.
- 15.9. 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.
- 15.10. 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

### SELF-TESTING

- 16.1. The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce;
- 16.2. 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 discreet privacy for the worker, whilst completing the test so the test results cannot be inadvertently observed and disclosed to other parties.
- 16.3. 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.

### RANDOM SHIFT TESTING

- 16.4. 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,

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- 16.5. 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.
  - 16.6. 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.
  - 16.7. 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.
  - 16.8. The random selection process includes the selection of Workers from across the entire workplace subject to the testing.
  - 16.9. 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.

### **FOR CAUSE TESTING**

- 16.10. An employer/supervisor may only request an employee to undertake for cause testing if the Employee has been involved in an accident or incident, or had the potential to, cause:
  - (a) serious and major damage to mobile plant or property; or
  - (b) an injury to themselves or other individual(s);or
  - (c) 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.

### **POST INCIDENT TESTING**

- 16.11. 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.
- 16.12. 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.
- 16.13. Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.
- 16.14. 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.

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## REASONABLE CONCERN TESTING

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

## TESTING OF MINORS

- 16.16. 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.
- 16.17. Where a minor is selected for testing and:
- (a) a letter of consent is held, then the provisions of this procedure shall apply; or
  - (b) where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be excluded from any high risk activities or potentially excluded from site until consent is given.

## 17. REFUSAL TO TEST

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

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## 18. DISCIPLINARY ACTION

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

## 19. SUPPORT

- 19.1. The 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.

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## 20. SELF- DECLARATION

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

## 21. PRIVACY

- 21.1. Drug and Alcohol testing results shall remain confidential and will only be used for the purpose of compliance with this Procedure in the manner required by the *Privacy Act 1988* (Cth). Any information provided or declared by a Worker regarding:
  - (a) Prescribed Drug and Pharmacy Only Drug consumed;
  - (b) Medical conditions or the like; and/or
  - (c) Their proposed return to the workplace following exclusion by this procedure,will also remain confidential and managed in accordance with the *Privacy Act 1988* (Cth).
- 21.2. 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.

### PROTECTIONS FROM WORKER DEOXYRIBONUCLEIC ACID (DNA) MISUSE

- 21.4. 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; and
  - (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.
- 21.5. These protections will be notified to Workers during training.

## 22. CONSULTATION

- 22.1. If a party believes that an amendment to the impairment policy is required, they shall request and organise a consultation meeting involving the Employer, the Union and any other relevant stakeholders.



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- 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.

## 23. EMPLOYMENT ASSISTANCE PROGRAM (EAP)

- 23.1. The Employment Assistance Program (**EAP**) is an agreed independent, professional and confidential service that aims to provide Employees with assistance when affected by personal or job related problems.
- 23.2. 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.
- 23.3. 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; and
    - (vi) Psychology services;
  - (f) must have a history of delivering support services to the Building and Construction Industry; and
  - (g) must be able to develop and implement a plan to promote the impairment policy within the workplace.

## Appendix 4 - 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

AustralianSuper:  Yes  No

ACIRT  Yes  No

Chifley Income Protection:  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

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## Appendix 5 - Gender Respect Induction

1. All site inductions for the Project must include the Gender Respect Induction below.
2. Respect is a fundamental right of every woman on this Project:
  - (a) it means women are equal;
  - (b) it lets women know they are valued for their abilities, qualities and achievements; and
  - (c) it requires the elimination of unacceptable behaviour.
3. Objectives
  - 3.1 This Respect Induction is:
    - (a) to ensure everyone understands their legal obligations under occupational health and safety, bullying, sexual harassment and discrimination laws;
    - (b) to empower people to create and maintain respectful workplaces; and
    - (c) to eliminate unacceptable behaviour.
4. Responsibilities
  - 4.1 Everyone is responsible for ensuring their actions and behaviours reflect the principles about respect.

### **Everyone:**

- (a) Ensure everyone is treated equally.
- (b) Treat each other with consideration and respect.
- (c) Be inclusive and promote teamwork.
- (d) Value others and accept their differences.
- (e) Consider the impact of our behaviours on the women we work with.
- (f) Call out behaviour that could lead to bullying, work-related gendered violence including sexual harassment or discrimination.
- (g) Acknowledge that our own behaviours and attitudes contribute to a respectful work environment.

### **The Employer:**

- (a) Recognises its legal responsibility across all stages of employment.
- (b) Has in place policies and processes in place to ensure it meets its legal obligations under occupational health and safety, bullying, sexual harassment and discrimination laws.
- (c) Will ensure women's rights are respected across all stages of employment,
- (d) Will have a bullying, sexual harassment and discrimination training and respect induction program and to educate all Employees on their legal obligations and rights at work.

**Site Managers.** will set the example and standards for everyone to follow by:

- (a) Setting clear expectations of respectful behaviour and respond to ideas, concerns, complaints and feedback with fairness and respect.
- (b) Ensuring at least one person on each project as a Contact Officer to provide information and support to Employees.
- (c) The Contact Officer for this Project is .....

5. These behaviours will not be tolerated on this Project:

#### 5.1 Bullying

- (a) Bullying is when a person or a group of people repeatedly acts unreasonably towards a worker or a group of workers. Bullying can include:
  - (i) Verbal abuse – spoken insults to, or about someone.
  - (ii) Physical abuse – physically harming or threatening to harm someone.
  - (iii) Written abuse – notes, emails, or posts on social media.
  - (iv) Insulting or abusive graffiti.
  - (v) Exclusion or isolating someone.

#### 5.2 Sexual Harassment

- (a) Sexual harassment is unwelcome behaviour of a sexual nature that causes a person to feel offended, humiliated, or intimidated. Sexual harassment includes:
  - (i) An unwelcome sexual advance.
  - (ii) An unwelcome request for sexual favours.
  - (iii) Any other unwelcome conduct of a sexual nature.
- (b) Sexual harassment can be physical, verbal or written, for example:
  - (i) Comments about someone's private life.
  - (ii) Comments about the way someone looks.
  - (iii) Sexually suggestive behaviour, such as leering or staring.
  - (iv) Brushing up against someone, touching, fondling, or hugging.
  - (v) Sexually suggestive comments or jokes.
  - (vi) Displaying offensive images or objects.
  - (vii) Repeated requests to go out.
  - (viii) Requests for sex.
  - (ix) Sexually explicit emails, text messages or posts on social media.
  - (x) Sexual assault.

#### 5.3 Sexual Discrimination

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- (a) Sexual Discrimination is when women are treated less favourably than men. It includes:
    - (i) Refusal to employ.
    - (ii) Deny rights to various forms of leave.
    - (iii) Deliberate denial of opportunities to advance.
    - (iv) Termination because of gender.
  - 6. Women from culturally and linguistically diverse backgrounds.
  - 6.1 We recognise that Women from culturally and linguistically diverse communities may experience compounded discrimination, disrespect and harassment on multiple grounds. All discrimination is unacceptable.
  - 7. Making a complaint
  - 7.1 Complaints will be taken seriously.
  - 7.2 Any person reporting or making a complaint of bullying, work-related gendered violence including sexual harassment or discrimination to Project Management can expect:
    - (a) The report or complaint to be treated seriously and any allegation to be treated with confidentiality.
    - (b) Access to policies and processes relating to complaints management, investigation and responses to any allegations.
    - (c) Support from Project Management.
    - (d) Formal investigation to be conducted according to the relevant company processes/procedures.
  - 8. Additional Advice
    - (a) Project based Contact Officer(s) are to be available for anyone who needs advice or assistance. The Contact Officer is not a representative, they are an advisor.
    - (b) Complaints of bullying, work-related gendered violence including sexual harassment or discrimination by a person or a group of people from the same company must be made through the Employer.
    - (c) Complaints of bullying, work-related gendered violence including sexual harassment or discrimination by a person or a group of people from another company on site may be made through either the employee's own company or through Project Management.
    - (d) This BPIC and/or the Employer's policies, processes and systems provides the mechanism for making complaints.
    - (e) If an allegation involves assault or threats of assault, acts of violence, sexual assault, damage to property or stalking, a person or a group of people affected are entitled to make a complaint to management or the Police.
  - 9. Respect is a Safety Issue
  - 9.1 Sexual Abuse is a serious occupational health and safety issue and includes:

- (a) stalking, intimidation or threats,
- (b) verbal abuse,
- (c) ostracism or exclusion,
- (d) sexually explicit gestures,
- (e) offensive language and imagery,
- (f) put downs, innuendo, and insinuations,
- (g) being undermined in your role or position,
- (h) sexual harassment,
- (i) sexual assault or rape.

9.2 The Employer will provide and maintain a work environment that is safe and without risk to the health of Employees, so far as is reasonably practicable.