

The Communications, Electrical, Electronic, Energy, Information, Plumbing and Allied
Services Union of Australia,
Plumbing Division, Queensland Branch

Medical and Laboratory Gas Plumbing - Union Collective Agreement 2011 - 2015

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PART 1

APPLICATION OF THE AGREEMENT

1.1 TITLE

This Agreement is known as the Insert Employer Name and CEPU Plumbing Division Union Collective Agreement 2011- 2015.

1.2 DATE OF OPERATION

This Agreement will commence 1 November 2011 and remain in force until 31 October 2015. This Agreement shall continue to apply beyond its nominal expiry date until replaced or terminated, in accordance with the Act.

1.3 APPLICATION OF AGREEMENT

This Agreement applies to (Insert Employer Name), hereinafter referred to as “the Employer”, “the Union” and “all Employees” for whom classifications and rates of pay are provided by this Agreement. This Agreement however, only applies to work done in Queensland and to work done outside Queensland by Employees who are based in Queensland. This Agreement does not apply to:

- Employees engaged as Sprinkler fitter worker or Sprinkler Fitter tradesperson under the Plumbing and Fire Sprinkler Award 2010.
- To Employees exclusively engaged in maintenance or service work. Provided that employees primarily engaged on maintenance and/or service work may agree to be covered by this agreement for a short period of time, i.e. up to a maximum of one continuous block of three weeks duration, where such employees are engaged on a construction site.

1.4 PARTIES BOUND AND COVERED

This Agreement is legally binding upon and covers the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, Queensland Branch, the Employer and their Employees engaged in classifications contained within this Agreement.

1.5 RELATIONSHIP TO AWARDS, AGREEMENTS, AND OTHER DOCUMENTS

This Agreement is intended to be interpreted in conjunction with the *Plumbing and Fire Sprinklers Award 2010* and the terms of the following orders as they were immediately prior to their recession:

- Queensland Industrial Relations Commission Order (No. B585 of 2003) Apprentices’ and Trainees’ Wages and Conditions (Excluding certain Queensland Government entities) 2003;
- Queensland Industrial Relations Commission Order (No. B1849 of 1997) Supply of tools to apprentices.

Where this Agreement is silent, the terms of the above documents as amended from time to time shall apply. Where there is conflict between a term of this Agreement and a term of any Award, or a conflict between 2 terms of this Agreement, the higher wage outcome or other outcome more favourable to the employee will apply.

1.6 NO EXTRA CLAIMS

The rates of pay and allowances provided in this Agreement shall apply to all Employees covered by this Agreement.

The parties accept that this Agreement is in full and final settlement of all wages, terms and conditions claims. There will be no further claims on any matter.

It is agreed that there be no increase to wages and allowances, other than contained in this Agreement, prior to 31 October 2015.

This Agreement covers all claims made whether or not expressly referred to in the Agreement.

1.7 DEFINITIONS

“Apprentice” or “Trainee” means an Apprentice or Trainee within the meaning of the Vocational Education, Training and Employment Act 2000 (‘VETE Act’). “Apprenticeship” and Traineeship has a corresponding meaning.

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

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

“BUSS(Q)” is an acronym for the Building Unions Superannuation Scheme (Queensland) Pty Ltd. ABN 85 571 332 20.

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

“Construction Work” means all work performed under this Agreement in connection with the erection, repair, renovation, ornamentation or demolition of buildings or structures.

“Continuous Service” means a period of continuous employment regardless of an employee’s absence from work for any of the following reasons:

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

“Gas Work Licence” will mean an individual licensed under the provisions of the *Petroleum and Gas (Production & Safety) Act 2004*.

“Hourly Rate” will mean the rate specified in Appendix 1 of this Agreement for particular classifications and time and shall be deemed to include the following allowances which customarily were paid under the *Plumbing and Fire Sprinkler Award 2010* – Base Rate, District Allowance, Registration Allowance, Plumbing Trade Allowance, Industry Allowance, Tool Allowance, Lost Time Loading and Special Allowance.

“Interim Gas Work Licence” will mean an individual issued an interim license under the provisions of the *Petroleum and Gas (Production & Safety) Act 2004*.

“Leading Hand” means an employee who is given by the Employer, or their agent, the responsibility of directing and/or supervising the work of other persons, or in the case of only one person, the specific responsibility of directing and/or supervising the work of that person.

“Medical /Laboratory Gas Plumbing” means the installation, repair or maintenance of pipe work, valves, fittings, plant, outlets and associated components of both medical and laboratory gas systems either on-site or during the construction phase, or any work undertaken within hospitals and or laboratories in connection with:

- Natural Gas and LPG systems and or equipment
- Copper, Stainless Steel, PVC, UPVC, PPR, PPE or other classes of materials used within medical; and
- Laboratory services.

“Old Project” is a project upon which Employees are working on or have been tendered on or before 31 October 2011 and identified in accordance with Clause 4.1.

“Ordinary Time” means the ordinary rate of pay as calculated in accordance with Appendix 1 - Classifications, Rates of Pay; All-Purpose Allowances.

“Ordinary Time Earning (OTE)” will mean the actual ordinary rate of pay the employee receives for ordinary hours of work including allowances not disability linked such as site and meal allowance. The term includes any regular over agreement pay as well as casual rates received for ordinary hours of work. All other payments are excluded.

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

“Redundancy” means a situation where an employee ceases to be employed by the employer, other than for reasons of Serious and Wilful misconduct. "Redundant" has a corresponding meaning.

“Registered Plumber and/or Gasfitter” means a plumber holding registration in accordance with the appropriate State Authority or a person holding a certificate recognised under the provisions of the Australian and New Zealand Reciprocity Association Agreement who within three months makes application for and receives registration with the appropriate State Authority.

“Union” means, The Queensland Plumbers Union whether its federally registered entity, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division Queensland Branch or its State Registered entity, the Plumbers and Gasfitters Employees’ Union Queensland. Union of Employees.

“Union Delegate” means an employee elected by union members and endorsed by the relevant union in accordance with Clause 8.5 – Lead Delegate Rights, to represent the industrial interests of union members employed by the Employer as required.

“Worker” means an Employee of the Employer.

1.8 GRIEVANCE AND DISPUTE SETTLING PROCEDURES

If a dispute arises about this Agreement, the National Employment Services (NES) (including subsections 65(5) or 76(4)), or any other work-related matter (including a dispute about whether a workplace rights have been breached), the parties to the dispute will attempt to resolve the dispute at the workplace level.

If the matter cannot be resolved, a party may refer the dispute to Fair Work Commission (FWC) for resolution.

In resolving a dispute, FWC may:

- use any of its powers (including powers under section 739(4)); and
- without limiting a) above, where the matter in dispute concerns a decision made by the Employer, FWC may conduct a merits review and stand in the shoes of the Employer and make a fresh decision to resolve the dispute.

Union members are entitled to be represented by their Union. Non-members are entitled to be represented by the Union (if it agrees) or by any other person they choose. The employer shall recognise the representative for all purposes involved with the resolution of the dispute.

The parties to the dispute and their representatives must act in good faith in relation to the dispute.

While the dispute is being resolved, the parties will respect the status quo. However, the Employer may direct an Employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.

The parties will be bound by any decision made by Fair Work Commission.

1.9 COMPLIANCE WITH THIS AGREEMENT

The parties agree to participate in the STIF Compliance Program. The program will conduct regular auditing of Employer's adherence to all provision of this Agreement and/or any applicable site/project Agreements in accordance with Clause 3.3 – Project and Site Agreements.

The STIF Compliance Program, including, process and procedures will be developed by STIF in full consultation with industry.

The Employer agrees to provide officers engaged by the STIF Compliance Program with full access to the company's records as required to complete the audit process.

If the Employer is found to be non-compliant, the Employer and the Union shall be advised and the Employer will be given 14 days to resolve the non-compliance.

Should the Employer remain non-compliant after 14 days, it will be in breach of this Agreement and the following will apply:

- the Employer will be removed from the STIF "Compliance Contactors List";
- the Employer shall be required to pay a penalty of \$5,000 into the STIF fund and;
- the Union shall immediately lodge the appropriate applications with Fair Work Commission seeking that the breach be remedied and that the appropriate penalties be imposed.

If the Employer is found by FWC to have breached the Agreement it shall be liable to pay all of the cost incurred by the Union in associated with the action as well as any penalties imposed by FWC.

Should the breach be resolved after the 14 days but before a decision is made by FWC, the STIF board will review the circumstances and determine whether or not the \$5,000 will be refunded and whether or not the Employer will be returned to the "STIF Compliant Contractors List".

Failure to comply with the requirements of this clause or the submission of false or misleading information shall also be seen as a breach of this Agreement and will result in an application being made to FWC and the \$5,000 penalty being applied.

The Employer may at any time, request STIF Compliance Certificate for the purpose of demonstrating compliance with all entitlements in relation to this Agreement.

1.10 POSTING OF AGREEMENT

A copy of this Agreement will be available in a convenient place on the premises of the company and on every employee's worksite so as to be easily accessible by the Employees.

PART 2 CONTRACT OF EMPLOYMENT AND RELATED MATTERS

2.1 ENGAGEMENT

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.

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.

2.2 CONTRACT OF EMPLOYMENT

Employees will be engaged in one of the following categories:

- Daily hire (all Medical and Laboratory Gas Plumbing classifications);
- Weekly Hire (apprentices);
- Casual employees;
- Part-time weekly hire.

2.3 PART TIME EMPLOYMENT

- a) A part-time employee is an Employee other than an apprentice who is employed for not less than 15.2 hours per week and not more than 32 ordinary hours per week. Ordinary hours per week or fewer than 8 ordinary hours per day and has reasonably predictable hours of work;
- b) For each ordinary hour worked, a part-time employee must be paid no less than 1/36th of the minimum weekly rate of pay for the relevant classification and pro rata entitlements for those hours. An Employer must inform a part-time employee of the ordinary hours of work and the starting and finishing times.
- c) Before commencing a period of part-time employment the Employee and the Employer will agree in writing:
 - i. that the Employee may work part-time;
 - ii. upon the hours to be worked by the Employee, the days upon which they will be worked and commencing times for the work;
 - iii. upon the classification applying to the work to be performed; and
 - iv. upon the period of part-time employment.
- d) The terms of an agreement may be varied, in writing, by consent of the parties.
- e) A copy of the Agreement and any variation to it will be provided to the Employee by the Employer.

2.4 CASUAL EMPLOYMENT

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

On each occasion a Casual Employee is required to attend work the Employee shall be entitled to payment for a minimum of eight hours work (with 0.8 of an hour on each of these days accruing toward an RDO), plus the relevant fares and travel allowance prescribed by Clause 4 – Fares and Travel.

Casual Employees will be paid a 25% loading in addition to the base rates of pay for the classification upon which the Employee is engaged. This compound rate shall be used as a base when calculating other entitlements such as overtime rates and penalties. The loading does not apply the benefits and allowances provided in Clause 4 of this Agreement except those that are expressed as a percentage of the base rates of pay.

For the purposes of clarity, the applicable contributions to STIF, BUSS(Q), BERT, CIPQ and BEWT must be made by companies in respect of Casual Employees. A Casual Employee shall also be entitled to receive penalty payments for overtime, work performed on weekends and work performed on public holidays.

Termination of all casual engagements shall require one hour's notice on either side or the payment or forfeiture of 1 hour's pay, as the case may be. This clause will not reduce the entitlements of injured Employees.

2.5 TERMINATION

For Daily Hire employees 1 day's notice of termination of employment will be given on either side, or 1 day's payment in lieu of notice.

For Weekly Hire employees, 5 day's notice of termination of employment will be given on either side, or 5 day's payment in lieu of notice.

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

A tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport their tools.

The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the Employee.

The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two days of termination or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday).

An Employer who terminates the employment of an Employee except for reasons of misconduct or incompetence (proof of which will lie upon the Employer) will pay the Employee a day's ordinary wages for each holiday or each holiday in a group which falls within 10 consecutive calendar days after the day of termination.

Where any 2 or more of the holidays prescribed in this clause occur within a 7 day span, such holiday will be a group of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after termination, the whole group will be deemed to fall within the 10 consecutive calendar days. Christmas Day, Boxing Day and New Year's Day will be regarded as a group.

2.6 STANDING DOWN OF EMPLOYEES

The Company will deduct payment for any day (or part of a day), commencing from the time that the Company provides notice to the Employees and the Unions, that an Employee cannot be usefully employed because of industrial action or any stoppage of work by any cause for which the Company cannot reasonably be held responsible.

2.7 TRAINING AND RELATED MATTERS

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

The parties to this Agreement will support the implement an industry skills development plan to deliver the required outcomes set out at Clause 8.3 of this Agreement.

Where as a result of the implementation of this clause it is agreed that additional training should be taken by an Employee, that training may be taken either on or off the job except where the classification requires formal structured training. Provided that if the training is undertaken during normal working hours the Employee concerned will not suffer any loss of pay. The Employer will not unreasonably withhold such paid training leave.

Any disputes arising in relation to this clause will be dealt with in accordance with the dispute settlement procedure specified in this agreement.

PART 3 CLASSIFICATION AND WAGE STRUCTURE

3.1 WAGES

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

2%	from 1 March 2012 plus;
2%	from 1 September 2012 plus;
3%	from 1 March 2013 plus;
3%	from 1 September 2013 plus;
3.5%	from 1 March 2014 plus;
3.5%	from 1 September 2014 plus;
3.5%	from 1 March 2015 plus;
3.5%	from 1 September 2015.

Employees, except casuals, are entitled to be paid the weekly rate of pay shown in Appendix 2. The ordinary time hourly rate for all purposes shall be calculated by dividing the appropriate weekly rate by 36.

3.2 PROJECT AND SITE AGREEMENTS

Where Employees are working on a site where a site specific major project agreement is in place and is more favourable overall to such employees than this Agreement, the provisions of that agreement will apply as if a part of this Agreement. To ensure continuity, any references to funds under the site specific major project agreement shall be read as references to the funds contained within this Agreement.

Contributions will continue to be made to the Services Trades industry Fund (STIF), in accordance with Clause 8.3 for Employees paid in accordance with this clause.

Compliance in accordance with Clause 1.8 - Compliance with this Certified Agreement, shall also apply to project and site agreements.

3.4 WAGE PAYMENT DETAILS

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

- Name of employing Employer
- Name of Employee
- Employee's classification
- Date of payment and period covered by wage statement
- Details of the number of ordinary hours worked
- Details of the number of overtime hours worked
- The ordinary hourly rate and the amount paid at that rate
- The overtime hourly rates and the amounts paid at those rates
- The gross wages paid
- The net wages paid
- Details of any deductions made from the wages
- Details of all accrued entitlements such as RDO's, personal leave, annual leave, etc
- Details of the employer BUSS(Q) contribution, including when contribution was made and the amount
- Details of the employee BUSS(Q) contribution, including when contribution was made and the amount
- Details of the employer BERT contribution, including when contribution was made and the amount
- Details of the employer CIPQ payment, including when contribution was made and the amount
- Details of the employers BEWT payment, including when contribution was made and the amount

All wages, allowances and other monies will be paid in cash or by cheque, bank cheque, bank or similar transfer, Electronic Funds Transfer (EFT) or any combination of these. Payments will be paid and available to the Employee not later than the cessation of ordinary hours of work on Thursday of each working week and payslips are to be provided by the same time.

3.5 APPRENTICES

Apprentices shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement.

Training arrangements for apprentices shall be in accordance with the following:

- Queensland Industrial Relations Commission Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003;
- Queensland Industrial Relations Commission Order (No. B1849 of 1997) Supply of tools to apprentices.

Apprentices shall be paid all wages and allowances as specified by this agreement whilst attending training including daily fares and travel. All time spent attending training in the course of the apprenticeship shall count as time served for all purpose.

The Employer shall be responsible for meeting all costs associated with apprenticeship/traineeship training, including any student registration, tuition fee or other course costs.

3.6 ADULT APPRENTICE

An employee who commences an apprenticeship on or after the age of 21 years shall be paid a minimum rate equal to the rate of pay for a third year apprentice, for the first three years of the apprenticeship. Payment at the third year rate shall commence at the completion of the Probationary Period.

PART 4 BENEFITS AND ALLOWANCES

4.1 ALLOWANCES

The amounts payable for all allowances are listed in Appendix 3.

Asbestos Materials

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

Cold Work

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.

Where such work continues for more than 2 hours, the Employee will be entitled to 20 minutes rest after every 2 hours work without loss of pay, not including the special rate provided by this sub clause.

Confined Space

An Employee required to work in a confined space will be paid an allowance per hour or part thereof.

Confined space means an enclosed or partially enclosed space in which atmospheric conditions – as assessed by a the Employers' Health and Safety Manager holding a minimum qualification of a Diploma level Health and Safety qualification - are such that it is a mandatory safety requirement that the employee wear oxygenated breathing apparatus. Atmospheric conditions are defined as following.

- an atmosphere that has potentially harmful levels of a contaminant;
- an atmosphere that does not have a safe oxygen level;
- anything that could cause engulfment.

Computing Quantities

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. This allowance will not apply to an Employee classified as a Leading hand and receiving the allowance prescribed in Clause 4.1 – Leading Hand Allowance.

Employees Accepting Responsibility to Statutory Authorities

An employee who is required to act on their Gas Licence (including interim gas licence) will be paid an additional amount per week for each week of their employment whether or not they have in fact acted on such licence/s. Acting on one's licence will mean signing of notices and assuming responsibility to relevant authorities.

Fares and Travel Allowance

Employees required to provide their own transport and travel in their own time to or from the work-site within the defined radius (50km) from:

- a) The employer's normal base establishment or workshop; or
- b) The GPO of Brisbane for all employers whose base establishment or workshop is within the defined radius from the said GPO; or
- c) The local Post Office closest to the employer's establishment or workshop beyond the defined radius of the GPO's listed in Clause (b); or
- d) In the case of employee sent to distant work (as defined) the place at which such employees are domiciled with the approval of their employer, for that distant work.
- e) An employer having selected Clause (a),(b) or (c) as the centre will not change that centre without one month's prior notice to each employee.

Shall receive the following allowances:

	1 Nov 2011	1 Jan 2012	1 Jan 2013	1 Jan 2014	1 Jan 2015
Fares component	\$9.25	\$9.75	\$10.25	\$10.75	\$11.25
Travel component	\$27.75	\$29.25	\$30.75	\$32.25	\$33.75
Total Fares and Travel Allowance	\$37.00	\$39.00	\$41.00	\$43.00	\$45.00

- **Commencing and Finishing at Workshop**

Where an Employee is normally required to report for and finish work at the workshop and is transported to and from any job by their employer, no allowance will be paid.

- **Employee Provided with Vehicle**

Where Employee is provided with a vehicle to get to and from the Employer's normal base, the Employee will not be entitled to fares and travel allowance.

Where an Employee is provided with a vehicle for their use in travelling to and from their home to the job site within the defined radius the Employee will receive travel allowance but not fares allowance.

- **Transport During Working Hours**

Where an Employee is required to travel to any other job site during the course of their daily engagement they will be paid all fares necessarily incurred except when transport is provided by the Employer to and from such a site, and all time in travel will be regarded as time worked.

Where an Employee uses their own car to make the transfer, the Employee will be paid an allowance in accordance with Appendix 3.

- **Travel Beyond a Defined Radius**

When working on jobs beyond the defined radius, the Employee shall receive the following:

- Fares allowance
- Travel allowance
- An allowance for travelling time calculated at the ordinary rate of pay for the time required to travel to the job site and back from the defined radius.

There will be a minimum payment of quarter of an hour for such a journey.

Where an Employee provides their own transport an allowance as prescribed in Appendix 3 for the distance travelled beyond the defined radius.

- **Fares and Travel on Overtime/Leave etc.**

Fares and travel will not be taken into account when calculating overtime, penalty rates or annual and personal leave.

Employees will receive payment for fares and travel on RDO's as if they had worked the day.

- **Apprentices**

Apprentices shall receive the following percentage of the amount detailed above:

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

First Aid

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

Fumes

An Employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present will be paid such rates as are agreed, or determined in accordance with Clause 7, Grievance and Dispute Settling Procedures. Any special rate so fixed will apply from the date the Employer is advised of the claim and thereafter will be paid as and when the fume condition occurs.

Hot Work

An Employee who works in a place where the temperature has been raised by artificial means to between 46° and 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 2 hours work without loss of pay, not including the special rate provided by this sub clause

Hospitals

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

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

Insulation

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

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

Laser Safety Officer Allowance

This clause will apply when laser safety equipment is utilised for work within the scope of this Agreement. Laser will mean 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 1 millimetre primarily by the process of controlled stimulation emission. 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. 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.

Leading Hand

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

Meal Allowance

An Employee required to work overtime for at least 1.5 hours after working ordinary hours will be paid a meal allowance in accordance with Appendix 3 plus an additional meal allowance for each subsequent 4 hours worked. The Employer may provide a meal or meals instead of paying an allowance.

Mt Isa Area

Employees employed at Mt Isa, Queensland, except those employed at Mt Isa Mines, will be paid an additional amount.

Multi Story Allowance

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

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

For the purpose of this clause:

- Complete means the building is fully functional and all work which was part of the principal contract is complete.
- A story level means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding 'half floors' such as toilet blocks or store rooms located between floors).
- Any buildings or structures which do not have regular story levels but which are not classed as towers (e.g. grandstands, aircraft hangars, large stores, etc.) and which exceed fifteen metres in height may be covered by this clause
- A plant room situated on the top of a building will constitute a further story level if the plant room occupies 25 percent of the total roof area or an area of 100 square metres whichever is the lesser.
- Floor level means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

An allowance in accordance with the following table will be paid. The second and subsequent allowance scales will, commence when one of the following components of the building rises above the floor level first designated in each such allowance scale.

- structural steel;
- reinforcing steel; and
- boxing or walls.

	01/01/2011	01/01/2012	01/01/2013	01/01/2014	01/01/2015
From the commencement to the 15th floor level	\$0.53	\$0.56	\$0.58	\$0.61	\$0.64
From the 16th floor level to the 30th floor level	\$0.63	\$0.66	\$0.69	\$0.73	\$0.77
From the 31st floor level to the 45th floor level	\$0.95	\$1.00	\$1.05	\$1.10	\$1.15
From the 46th floor level to the 60th floor level	\$1.23	\$1.29	\$1.36	\$1.42	\$1.50
From the 61st floor level onwards	\$1.55	\$1.63	\$1.71	\$1.79	\$1.88

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

Service Cores

All Employees employed on a service core at more than 15 metres above the highest point of the main structure will be paid the multi-storey rate appropriate for the main structure plus the allowance prescribed in Clause 4.1-Towers, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one pay period. (i.e. for this purpose the highest point of the main structure will be regarded as though it were the ground in calculating the appropriate Towers allowance).

Employees employed on a service core no higher than fifteen 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.

Site Allowances

A Site Allowance as detailed below will be paid as a flat amount for each hour worked and will remain unaltered for the duration of each project. At the commencement of a project by the Employer, the Employer will inform the relevant Employees of the value of the project that was notified to QLeave and will provide the Unions with a copy of the documentation lodged with QLeave.

For the purposes of this clause an "Old Project" is a project upon which Employees are working on or have been tendered on or before 31 October 2011 and which has been identified in accordance with clause.

On signing this Agreement, the Employer shall provide the union with a list of all current projects that it considers to be "Old Projects". This list shall be final and all other projects shall be deemed to be new projects.

The site allowances applicable under this agreement shall commence from 1 January 2012.

Application of Site allowance to Existing Leave Balances

An employee's leave balance as at the date of translation to the flat rate site allowance scale shall be preserved so as to retain the \$2.80 all purpose site allowance. All leave accrued after this date will accrue as per this agreement.

The preservation of existing leave balance shall not apply if the employer did not have an agreement with the union on the 1st May 2009 or if the employer can demonstrate that they applied the \$2.80 all purpose site allowance at that time to annual leave balances accrued prior to 1 May 2009.

Site Allowances on Old Projects

The site allowance payable to Employees working on an Old Project is as follows:

<u>Value of Project</u>	<u>Site Allowance (per hr)</u>	<u>Value of Project</u>	<u>Site Allowance (per hr)</u>
\$5.7-\$15m	\$1.00	\$175-\$200m	\$3.40
\$15-\$35m	\$1.40	\$200-\$225m	\$3.70
\$35-\$50m	\$1.70	\$225-\$250m	\$4.00
\$50-\$75m	\$2.00	\$250-\$300m	\$4.30
\$75m-\$100m	\$2.25	\$300-\$350m	\$4.65
\$100-\$125m	\$2.55	\$350-\$400m	\$4.95
\$125-\$150m	\$2.85	\$400-\$500m	\$5.40
\$150-\$175m	\$3.10	>\$500m	\$6.00

Site Allowance on New Projects

The site allowance payable to Employees working on a New Project is as follows:

<u>Value of project</u>	<u>Site allowance (per hr)</u>
0-\$20m	\$1.70
\$20-\$100m	\$ 2.50
\$100-\$200m	\$3.50
\$200-\$300m	\$4.50
\$300-\$400m	\$5.00
\$400-\$500m	\$5.50
\$500m-\$600m	\$6.00
\$600-\$700M	\$7.00
>\$700m	\$8.00

Tools Allowance

The hourly rates for tradespersons specified in Appendix 2 include allowances for the requirement of employees to purchase and maintain tools in an efficient working order in accordance with the list provided in Appendix 6.

a) Compensation for Tools and Clothing

An Employee whose clothes, spectacles, hearing aid, or tools have been accidentally spoilt by acid, sulphur or other substances will be paid such amount to cover the loss thereby suffered by the employee as may be agreed upon between the employee and the employer.

An Employee will be reimbursed by the Employer to the maximum amount in Appendix 3 for loss of tools or clothing by fire or breaking and entering whilst securely stored at the Employer's direction in a room or building on the Employer's premises, job or workshop, or if the tools are lost or stolen while being transported by the Employee at the employers' 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. An Employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.

The parties agree that strict adherence on both sides regarding use and provision of storage facilities is to be adhered to. Compensation will not be applied where an Employee has not followed the Employer's clear instructions.

Where an Employee is absent from work because of illness or accident and has advised the Employer in accordance with Clause 6 – Personal Leave/Carers Leave, the Employer will ensure that the Employee's tools are securely stored during their absence. In the event that these tools are lost or stolen, the amount payable in Appendix 3 for compensation for tools applies.

Reimbursements will be at the current replacement value of new tools of the same or comparable quality.

The Employee will report any theft to the police prior to making a claim on the Employer for replacement of stolen tools.

Towers

An Employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo, where the construction exceeds 15 metres in height will be paid an additional amount per hour for all work above 15 metres – with the same amount per hour again added for work above each further 15 metres.

Toxic Substances

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.

For the purpose of this sub-clause 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.

Where an Employee is using materials of the types mentioned in this sub clause and such work continues to their meal break they will be entitled to take 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, washing time of 10 minutes will be granted. The washing time break or breaks will be counted as time worked.

X-Ray Allowance

Employees working in tuberculosis treat and/or care facility will, where they require it, be reimbursed in full for the cost of x-rays either:

- on cessation of work at the tuberculosis home or hospital; or
- each six months whichever occurs first.

4.2 DISTANT WORK

Distant work is work that is at such a distance from the Employee's usual place of residence that he/she is unable to reasonably travel to and from his/her residence each day. For the purpose of this clause and prior to accepting distant work the employee shall declare their usual place of residence.

Daily Fares and Travel

Employees engaged in distant work shall receive fares and travel allowance in accordance with Clause 4 - Fares and Travel.

Meals and Accommodation

The Employer shall provide the Employee with:

- a) lodging in a well kept establishment with adequate furnishing with good bedding, good floor coverings, good lighting and heating, hot and cold running water; and in either a single room, or a twin room if a single room is not available;
- b) with breakfast, lunch, smoko and dinner provided.

Where the accommodation is in a construction camp or temporary accommodation as defined by Queensland Development Code MP3.3 and without mess facilities, a camping allowance as describe in Appendix 3 shall be paid.

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

Rest and Recreation Breaks

- a) Where road travel time over 6 hours from Employees place of residence

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

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

The duration of the Employee's rest and recreation break will be negotiated between the Employer and the Employee as part of the Employer's initial offer of Distant Work to the Employee or as varied by mutual agreement.

The final day of the work roster will be allocated as the Employees travel day and the Employee will be paid for that day as if at work. The Employee will return to the Distant Work location in his/her own time to enable him/her to commence the first day of their roster at the normal start time.

- b) Where road travel time less than 6 hours from Employees place of residence

An Employee who works as required during the ordinary hours of work on the working day before and working day after a weekend and who notifies the Employer or his/her representative no later than Tuesday of each week of his/her intention to return home at the weekend and who returns home for the weekend shall be paid the weekend return home allowance as prescribed in Appendix 3.

Where an Employee returns to their usual place of residence on a weekend the following conditions shall apply:

- The Employee shall be entitled to payment of the weekend return home allowance as prescribed in Appendix 3;
- The Employee shall complete the full shift of work on the Friday before the weekend return home;
- The Employee shall commence the full shift of work on the Monday following the weekend return home;
- The Employee shall advise the employer of his/her intention for weekend return home at least the Tuesday prior to the weekend;

The Employer shall be responsible for meeting all reasonable costs associated with return transport.

Travel on Commencement and Cessation

- a) Where road travel time over 6 hours from employees place of residence

The Employer must transport Employees by economy air transport from the Employee's usual place of residence, to the project at the commencement of employment and return, at the conclusion of the project.

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

Employer shall pay a meal allowance in accordance with Appendix 3 plus pay any excess baggage costs incurred in transporting employee tools.

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

- b) Where road travel time less than 6 hours from Employees place of residence

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

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

Recovery of Forward Journey Fare

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

Return Journey Costs upon Termination

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

4.3 SUPERANNUATION

The Employer will contribute on behalf of each Employee the following minimum weekly amount into the Employees BUSSQ account:

In accordance with this clause and subject to the Trust Deed of BUSS(Q), on behalf of each Employee an Employer will contribute to BUSS(Q):

- a) 1 January 2012

Employer contribution (meeting requirements of legislation) =	\$175.00
Employee pre-tax salary sacrifice (Compulsory) =	\$53.00
Company payment to BUSSQ (Compulsory) =	\$228.00
(employee salary sacrifice subject to there being no increased tax payable by employer)	

- b) 1 January 2013

Employer contribution (meeting requirements of legislation) =	\$182.00
Employee pre-tax salary sacrifice (Compulsory) =	\$57.00
Company payment to BUSSQ (Compulsory) =	\$239.00
(employee Salary Sacrifice subject to there being no increased tax payable by employer)	

c) 1 January 2014

Employer contribution (meeting requirements of legislation) =	\$193.00
Employee pre-tax salary sacrifice (Compulsory) =	\$61.00
Company payment to BUSSQ (Compulsory) =	\$254.00
(employee Salary Sacrifice subject to there being no increased tax payable by employer)	

d) 1 January 2015

Employer contribution (meeting requirements of legislation) =	\$200.00
Employee pre-tax salary sacrifice (Compulsory) =	\$65.00
Company payment to BUSSQ (Compulsory) =	\$265.00
(employee Salary Sacrifice subject to there being no increased tax payable by employer)	

Contributions for Apprentices shall be calculated at 10% of their ordinary time earnings and escalate as follows over the life of the Agreement:

1 January 2012	11% of ordinary earnings
1 January 2013	12% of ordinary earnings

Apprentices shall co-contribute by the way of salary sacrifice 3% of their ordinary time earnings to their superannuation.

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

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

Contributions will not be paid when an Employee is on leave without pay.

All payments will be made on the basis of 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. Thus payments to BUSS(Q) will commence from the first day of the first full pay week of employment. A BUSS(Q) 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.

Should it be established that the Employer has failed to make the payments in accordance with this Agreement, the Employer shall be liable to make the appropriate contributions immediately and shall also pay an additional amount equal to the fund crediting rate/s during the period of non-compliance, but no less than 10% per annum.

Salary Sacrifice

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

Minimum Contributions

Where, due to company structure, no employees are engaged under this agreement, the employer shall make a contribution to the STIF Fund equivalent to the payments under this clause for 2 employees.

4.4 INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE

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 November 2011 \$18.00
- b) from 1 July 2012 \$18.50
- c) from 1 July 2013 \$19.00
- d) from 1 July 2014 \$19.50

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.

If an 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:

- 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
- an additional \$1,500 per week for a period of three years.

Minimum Contributions

Where, due to company structure, no employees are engaged under this agreement, the employer shall make a contribution to the STIF Fund equivalent to the payments under this clause for 2 employees.

4.5 REDUNDANCY

The Employer will utilise the Building Employees Redundancy Trust (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 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.

The Employer will contribute on behalf of each Employee the following minimum weekly amount:

- \$75.00 per Employee effective first pay period November 2011
- \$79.00 per Employee effective first pay period January 2012
- \$83.00 per Employee effective first pay period January 2013
- \$90.00 per Employee effective first pay period January 2014
- \$95.00 per Employee effective first pay period January 2015

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 Q-Leave), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is receiving workers compensation for a maximum period of 12 months.

Where the Employee's balance in the BERT Fund reaches \$12,000 or an amount that equals 8 weeks wages, the Employee will have the option to continue to have contributions paid into BERT or redirected to BUSS(Q). It is the Employee's option only.

Contributions to BERT must be made, at the minimum, 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.

At the same time contributions are made to the BERT Fund, the Employer must pay to the Trustee of the Building Employees Welfare Trust (BEWT), on behalf of each Employee, the following minimum weekly amount:

- \$9.75 per Employee effective first pay period effective November 2011
- \$10.20 per Employee effective first pay period effective January 2012
- \$11.00 per Employee effective first pay period effective January 2013
- \$11.90 per Employee effective first pay period effective January 2014
- \$12.45 per Employee effective first pay period effective January 2015

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

1 st Year	2 nd Year	3 rd Year	4 th Year
40%	55%	75%	90%

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

Minimum Contributions

Where, due to company structure, no employees are engaged under this agreement, the employer shall make a contribution to the STIF Fund equivalent to the payments under this clause for 2 employees.

PART 5 HOURS OF WORK, SHIFT TIME, OVERTIME AND RDO'S

5.1 ORDINARY HOURS

Except as provided elsewhere in this Agreement, the ordinary working hours will be 36 per week (7.2 hours per day) worked between 6.00 am and 6.00 pm Monday to Friday.

By agreement between the Employer, Employees and the Union, the working day may begin at 5.00 am and the working time will then run from the time so fixed, with a consequential adjustment to the meal break and ceasing time.

Employees are required to be ready for work at starting time. Employees will be required to be in movement towards the actual work area from the closest designated smoko facility at start of working time.

The Employees will be entitled to take 5 minutes immediately before the work break and ceasing time to enable gear to be washed and put away. This time will be counted as time worked.

5.2 MAXIMUM WEEKLY HOURS WORKED

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

Working more than 54 hours per week will require written agreement in accordance with Appendix 7. Such agreement will not be unreasonably withheld. If work occurs on more than two occasions on any 28 day period without approval then each Employee required to work in excess of 54 hours will be paid double time for each hour worked over 54 in that week.

5.3 ROSTERED DAYS OFF (RDO)

Except as provided elsewhere in this Agreement, the average ordinary working hours will be 36 hours per week worked in accord with the following provisions for a four week work cycle:

- Ordinary working hours will be worked in a 20 day, 4 week cycle, Monday to Friday inclusive, with 18 working days of 8 hours each, between the hours of 6.00 am and 6.00 pm, with 0.8 of one hour each day worked accruing as an entitlement to take 2 days off as rostered in each cycle paid as though worked.
- 26 rostered days are to be taken off by an Employee for every 12 months continuous service in accordance with the dates set out in the RDO calendars contained in Appendix 4. However, an RDO Calendar may be changed by notice from the Union to the Employer, to move an RDO from a date, including one which is declared as a Public Holiday, to another date. Such notice is likely to be given to ensure some RDO's occur during school holidays.
- Payment for RDO's will include an entitlement to the daily fares and travel allowance.
- Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes.
- An Employee who has not worked a complete cycle will receive *pro rata* accrued entitlements payable for the RDO.
- Where an Employee has insufficient accruals for an RDO, the employer may offset any deficiency from the Employees annual leave entitlement.

EBA Long Weekends

Any weekend where an RDO or public holiday falls on a Monday will become EBA long weekend.

EBA long weekends for 2012 and 2013 are reflected on the calendars in Appendix 5. RDO Long Weekends for 2014 and 2015 will be developed in accordance with this clause once the RDO calendars and public holidays are set for those years.

Working on an RDO or EBA Long Weekend

Work must not be performed on the Saturday of an EBA long weekend except in an emergency circumstance and where the Union Secretary (or someone appointed by him for the purpose of this clause) agrees in writing. Such agreement must be in the form contained at Appendix 7. Agreement will not be unreasonably withheld and only Employees who agree to work will be required to work.

Examples of emergency would include any work that must be performed outside of hours including:

- undertaking gas and service connections and works external to the boundary of the site;
- undertaking specialist commissioning activities relating to a piece of equipment;
- undertaking a scope of works which is critical to the operations of the project, which will have ramifications for other trades ability to undertake their work;
- plant and supply equipment installation and maintenance;
- connections into operational systems that can not be carried out during normal hours.

In circumstances where approval has been granted to work EBA Long weekends, no individual Employee shall be required to work two consecutive EBA long weekends.

Where the required approval has not been sort and granted and work proceeds, all time worked shall be paid at the rate of 400%.

Where an employee has worked on an RDO, the RDO must be taken within two weeks of it falling due and cannot be banked or cashed out.

5.4 WORK BREAKS

Daily Rest Breaks

There will be 2 paid rest breaks of 10 minutes each per day. One in the first half of the day and one in the second half of the day.

No employee shall work more than 4 hours without a break.

Meal Breaks

There will be an unpaid meal break of not less than 30 minutes to be taken between noon and 1.00 pm.

Overtime Meal Allowances

An Employee required to work overtime for at least 1.5 hours after working ordinary hours will be paid a meal allowance in accordance with Appendix 3 plus an additional meal allowance for each subsequent 4 hours worked. The Employer may provide a meal or meals instead of paying an allowance.

Overtime Rest Break

When an Employee is rostered to work 2 or more hours overtime the Employee is entitled to a paid rest break of 20 minutes immediately after ordinary hours ceasing time. Where this break is not taken the 20 minutes will be added to the total overtime worked and paid accordingly.

In addition, the Employee is entitled to paid rest break of 30 minutes after each 4 hour block of continuous overtime.

Variation of Meal Breaks

Where because of the area or location of a project, the majority of on-site Employees on the project request, 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.

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

By enabling Employees to take a single break during the workday, the employer will not cause the Union to be disadvantaged in its ability to consult with its members in accordance with the relevant legislation.

The Employer may use mobile smoko facilities on site provided such facilities are to at least the standard of the Workplace Health and Safety Regulations 1997 as they stood on 17 December 2004. On days where the Union has notified an intention to enter site one set of common smoko facilities are to be used on such day.

Working During Meal Break

If an 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 such a 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 break and meal break.

5.5 OVERTIME

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

All time worked beyond the ordinary hours of work as prescribed in Clause 5.1, Ordinary Hours inclusive of time worked for accrual purposes as prescribed will be paid for at the rate of time and a half for the first 2 hours and

double time thereafter. Work commenced after midnight and prior to the commencement of ordinary time will be paid for at the rate of double time.

Breaks Between Working Days

An Employee is entitled to a break of least 10 consecutive hours off duty between completion of overtime, weekend work or work on public holidays and recommencement of their next ordinary working day.

For example, an Employee who finishes overtime at midnight will not be required to recommence work until 10.00 am the following day but shall be paid from their normal start time as if they were at work.

Where the Employer requires the Employee to recommence work before he/she has had 10 consecutive hours off duty, the Employee will be paid at double time rates until they cease work. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

An Employee who has worked continuously (except for work breaks allowed by this Agreement) for 20 hours will not be required to continue or recommence work for at least 12 hours.

Call-Back

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. 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.

Restriction on Overtime for Apprentices

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

Transport after Overtime or Holiday Work

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

5.6 WEEKEND WORK

All time worked on Saturday or Sunday will be paid for at double time except when the Saturday worked is a gazetted public holiday. In this case the payment will be at public holiday overtime rates.

An Employee will be paid a minimum of 3 hours work on a Saturday and 4 hours work on a Sunday.

An Employee working overtime on a Saturday or a Sunday will be allowed a paid rest period of 10 minutes between 9.00 am and 11.00 am. This rest period is to be paid for as though worked.

The Employee will also be allowed a paid meal break of 20 minutes at the ordinary rate of pay, after 4 hours work.

The Employees and Employer may agree to one 30 minute paid break in lieu of all other rest break and meal break.

5.7 SHIFT WORK

Where agreed between Employer and Employee, shift work may be worked to meet exceptional circumstances such as where general site conditions prohibit the performance of the work during ordinary hours. Nothing in this provision shall be taken to limit the Employer's ability to work as required utilising overtime provisions to perform the work in question outside ordinary hours.

A shift must be for no less than 1 week at a time and always for a full week.

No shift work will be undertaken during the ordinary hours of work being 6.00 am to 6.00 pm or between noon Saturday and 6.00 am Monday. No shift shall be for more than 8 continuous hours, excluding meal breaks.

Shift workers shall be paid 187.5% of the respective wage for ordinary hours of work.

The unpaid crib break of shift workers shall be 45 minutes or where an Employer and Employees agree 30 minutes to suit particular circumstances.

Normal daily fares and travel will apply where the Employee is performing shift work.

5.8 PUBLIC HOLIDAYS

Employees will be entitled to public holidays in accordance with the Fair Work Acts, National Employment Standards.

Where the Employer, majority of the Employees and the Union agree, another day maybe taken in lieu of a public holiday.

No Employee will be entitled to receive payment from more than one Employer in respect to the same public holiday or groups of holidays.

An Employee who, without permission or reasonable cause, fails to attend for work on the working days before and after a holiday will not be entitled to be paid for such holiday, except where the failure to attend work is caused by:

- an illness, injury or emergency affecting an Employee; or
- an illness, injury or emergency affecting a member of the Employee's immediate family household.

An Employee who works on any of the public holidays or substitute days prescribed in this clause, will be paid at the rate of double time and a half for all time worked. An Employee required to perform any work on a public holiday will be afforded at least four hours work or paid for four hours at the appropriate rate.

PART 6 LEAVE ENTITLEMENTS

6.1 PERSONAL LEAVE/CARERS LEAVE

Permanent Employees are entitled to personal/careers leave in accordance with the National Employment Standards contained in the Fair Work Act when they are absent from work due to:

- personal illness or injury (sick leave); or
- 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).

Personal leave shall accrue as follows:

- 3 days in the first month and then 1 additional day at the beginning of each of the next 9 calendar months will be available in the first year of employment; or
- 10 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement.

Where the Employee has been paid for a single sick day absence any future single day absences during that year will require production of a medical certificate in order to be paid for the absence.

All unused personal leave will accumulate from year to year for a period of 10 years from the end of the year in which accrues.

An Employee who is reengaged by the Employer within a period of 6 months will have his/her 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.

6.2 COMPASSIONATE LEAVE

Employees are entitled to compassionate leave in accordance with the National Employment Standards contained in the Fair Work Act.

An Employee (including a casual Employee) is entitled to 2 days of compassionate leave to spend time with a member of their immediate family or household who has sustained a life-threatening illness or injury. Compassionate leave may also be taken after the death of a member of the employee's immediate family or household.

An Employee may take compassionate leave for each occasion as:

- A single continuous two day period;
- Two separate periods of one day each; or
- Any separate periods to which the employee and his or her employer agree.

6.3 PARENTAL LEAVE

Employees are entitled to parental leave in accordance with the National Employment Standards contained in the Fair Work Act.

6.4 LONG SERVICE LEAVE

Employees are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Queensland Industrial Relations Act 1999 as amended from time to time, or the provisions of the *Building and Construction Industry (Portable Long Service Leave) Act 1991*. Section 43 subsection (4) of the Queensland Industrial Relations Act 1999 does not apply to employees covered by this agreement.

6.5 UNPAID LEAVE

Employees may request unpaid leave such leave will be subject to prior approval by the Employer.

6.6 ANNUAL LEAVE

Employees are entitled to annual leave in accordance with the National Employment Standards contained in the Fair Work Act.

For each year of service, an Employee is entitled to 4 weeks of paid annual leave.

Annual Close Down and Christmas Breaks

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 as above.

Annual Leave in Advance

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

Payment for Annual Leave

An Employee, before going on annual leave, will be paid in advance their current weekly wage (including applicable all purpose allowances) for the period of annual leave.

In addition, an Employee will receive a leave loading which is equivalent to 17.5% of the above and fares and travel.

Before going on annual leave, Employees will be paid in advance their current weekly wage rate and leave loading for the period of annual leave.

Payout of Annual Leave

Annual leave maybe paid out at the request of the employee only. Only leave accrued in excess of 6 weeks maybe paid out.

Employees shall be paid an amount equal to the weekly payment to BUSS, BERT, BEWT and CIPQ for each week of annual leave paid out.

Taking of Annual Leave

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 6 months of the day we accrue either the Employer or Employee may give at least 4 weeks' notice of the dates when all, or part of, the accrued leave will be taken. Neither the Employer nor Employee must not unreasonably refuse a request to take paid annual leave.

Where a RDO falls during the period of annual leave taken, then such 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.

Any day taken as annual leave will be considered a day worked for the purposes of RDO accrual.

Where a public holiday falls during the period of annual leave taken, then such a day will not be deducted from annual leave entitlements.

6.7 JURY SERVICE LEAVE

An Employee required to attend for jury service will be entitled to have their pay made up by the Employer to equal the Employee's ordinary pay as for 8 hours (in accordance Clause 5.3 – Rostered Days Off) per day plus fares whilst meeting this requirement. The employee will give the employer proof of such attendance and the amount received in respect of such jury service.

6.8 COMMUNITY SERVICE LEAVE

Employees are entitled to Community Service Leave in accordance with the National Employment Standards contained in the Fair Work Act.

PART 7 OCCUPATIONAL HEALTH AND SAFETY

7.1 PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

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

- the election of Health and Safety Representatives and/or;
- an occupational health and safety committee.

The resolution of the relevant issue must take into account any of the following factors that may be relevant:

- whether the hazard or risk can be isolated;
- the number and location of employees affected by it;
- whether appropriate temporary measures are possible or desirable;
- whether environmental monitoring is desirable;
- the time that may elapse before the hazard or risk is permanently corrected; and
- who is responsible for performing and overseeing the removal of the hazard or risk.

As soon possible after the resolution of an issue, details of the agreement must be brought to the attention of affected employees in an appropriate manner.

Employees are not required to work in circumstances where the Employee, HSR or AREO (Authorised Representative of Employee Organisation) reasonably believes a safety law is being, or will be, contravened. If necessary the Employee will be relocated from the unsafe area to a safe area immediately.

7.2 LEGISLATIVE IMPLEMENTATION OF HARMONISED LEGISLATIONS

The parties in this Agreement will meet before 31 March 2012 to determine which work groups will apply in accordance the Work Health and Safety Act 2011 and to commence the process of electing Health and Safety Representatives.

7.3 HEALTH AND SAFETY REPRESENTATIVE (HSR)

HSR will be entitled to attend 2 days refresher training per annum within normal work time. The training will be provided through STIF and the employer may seek reimbursement of wages from STIF.

Health and Safety Representative Allowance

The following allowance is payable to HSR's who have received accredited training and attend the Site Safety Committee.

Health and Safety Representative - Daily Allowance								
1/11/2011	01/03/2012	01/09/2012	01/03/2013	01/09/2013	01/03/2014	01/09/2014	01/03/2015	01/09/2015
\$11.95	\$12.17	\$12.41	\$12.78	\$13.17	\$13.56	\$14.11	\$14.60	\$15.11

7.4 INCLEMENT WEATHER

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

Process to be Followed

- a) Employees or their representative may request to meet with the Employer for the purposes of determining whether or not conditions are inclement. Such meeting shall occur within 30 minutes of the scheduled starting time or the weather becoming inclement;
- b) Employees are required to remain on the site until this meeting has occurred and a decision has been made; and
- c) If the Employer refuses to meet within this time, Employees will be entitled to cease work for the rest of the day and be paid in accordance with this clause.

Once the meeting has occurred, the following shall apply:

Transfers

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

- a covered walk-way and or adequate protection for the Employee and their tools has been provided to access the new site or to access vehicles to transport the employees to the new site;
- the new site is under cover and the Employees can get to the dry area without going through the rain;
- adequate protection for the Employees tools is provided; and
- Employees have access to all amenities without having to walk through the rain.

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

Remaining on Site

Where, because of inclement weather, the Employees are prevented from working and have been sitting in the sheds for:

- more than an accumulated total of 4 hours of ordinary time in any 1 day; or
- more than 50 percent of the normal afternoon work time after the meal break; or
- more than an accumulated total of one hour during the final 2 final 2 hours of the normal work day; or
- the reason that they are unable to access the amenities.

Employees will be entitled to cease work and leave the site for the day and shall be paid in accordance with this clause.

Rain at Starting Time or During Breaks

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

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

- a covered walk-way and or adequate protection for the Employee and their tools has been provided;
- the sheds are under cover and the Employees can get to the dry area without going through the rain; and
- Employees have access to all amenities.

Employees Required to Work in Inclement Weather

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

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

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

Entitlement to Payments

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

The following conditions will apply:

- The first period will commence on the first Monday on or after the 1 January each year, and subsequent periods will commence at four weekly periods thereafter;
- The Employee will be credited with 32 hours at the commencement of each four weekly period. Hours will not accumulate or be carried over;
- When an Employee commences employment during a four weekly period they will be credited eight hours for each week, or part of a week, that they are employed during the four weekly period; and
- The number of hours credited to an employee will be reduced by the number of hours for which payment is made.

Payment under this clause will be weekly.

Declared Natural Disasters

The Employee will be able to utilise their inclement weather hours where an Employee is reasonably prevented from attending work as resolved by Employer due to a government declared natural disaster zone. In considering the Employees entitlement to payment the Employer will give reasonable consideration to the capacity of the Employee to notify the Employer of their situation.

Where no inclement weather hours are available then the Employee entitlements under the Fair Work Act.

7.5 PROTECTIVE CLOTHING AND FOOTWEAR

The following clothing will be supplied to all employees:

- 1 pair of safety boots (if the Employee buys such boots, the Employer will reimburse the Employee up to \$125.00 upon production of a purchase receipt);
- 5 sets of shirts and shorts/trousers; and

The clothing described above will be provided within 1 month after commencement of employment and will be replaced on a fair wear and tear basis. Where an Employee has not sought replacement of any of the above mentioned items on a fair wear and tear basis within 12 months from the required date of issue, then that Employee will be entitled to a re-issue of the items at the completion of the 12 months. Employees when working on site are required to wear all footwear and clothing supplied. All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating. No agreement to pay cash in lieu of supply of clothing/footwear is permitted.

- 1 High visibility winter jacket/jumper.

Each Employee shall be entitled to a jacket within 4 weeks of employment where such 4 weeks is completed in the period between 1 April and 1 September or if the qualifying period ends outside this period on 1 April the following year. The jacket shall be made of a safe material, with an industrial strength zip, long sleeves, lining, inside and outside pockets and a collar suitable for the type of work being performed. Jacket reissue will occur no later than 24 months after the original issue.

When the Employer requires an Employee to wear spectacles with toughened glass lenses the Employer will pay the cost of the toughening process.

7.6 FATIGUE AND IMPAIRMENT POLICY

The parties agree to work cooperatively on the development of a policy that reflects contemporary trends and issues related to Fatigue & Impairment awareness in the workplace.

On behalf of contributing Employer and Employees member STIF is currently investing in the development of appropriate impairment testing policy and procedures. It is agreed that the parties will adopt and implement the STIF fatigue an impairment policy and procedures once endorsed by the STIF board.

PART 8. GENERAL

8.1 NUMBER OF APPRENTICES

The parties recognise that the viability and success of the Services Trades depend on training apprentices to become the workforce of the future. As its contribution towards creating the Industry's future workforce, the employer commits to implement the following arrangements from 1 July 2012:

Once the company employs more than 4 Medical and Laboratory Gas Plumbing tradespersons, it will employ an apprentice at the following ratios:

- 4 tradespersons = 1 apprentice
- 14 tradespersons = 2 apprentices
- 24 tradespersons = 3 apprentices etc

The employer implementation of these arrangements will be negotiated between the Union, Employer and STIF. Where the Employer does not employ these minimum ratios, the Employer will contribute the following amount to the Services Trades Industry Fund which will then assign these funds to subsidising industry-wide initiatives to assist employers and their apprentices in apprentices' training:

- *All-in hourly rate x relevant apprentice % (first year 40%, second year 55% etc) x 36hours x 52 weeks or part thereof for each apprentice not employed, to be paid weekly.*

8.2 TOOL BOX MEETINGS

The Employer will extend a standing invitation to the Employer's lead delegate to participate in the tool box meetings.

8.3 THE SERVICES TRADES INDUSTRY FUND (STIF)

The Services Trades Industry Fund is a partnership between the Plumbers Union Qld and the Services Trades sectors of:

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

As represented by their respective employer associations:

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

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

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

The Employer agrees to support STIF by contributing for each Employee who is paid in accordance with this agreement and is not an apprentice the following:

\$21.00 per week effective	1 November 2011
\$23.00 per week effective	1 March 2012
\$25.00 per week effective	1 March 2013

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

The minimum employer contribution to STIF will be no less than for two Employees.

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

8.4 TIME AND WAGES RECORDS

All Time and Wages records will contain at minimum the following details:

- The employer name
- The employees name
- The employees date of birth
- The date when the employee became a employee of the employer
- If appropriate, the date when the employee ceased employment with the employer
- The employees classification
- The employees ordinary rate of pay
- The employees tax file number
- The employees BUSS(Q) number
- The employees BERT number
- The employees QLeave number
- The employees CIPQ number
- Daily details of work including
 - Daily start time and finish time
 - Time lunch and crib breaks taken
 - Total ordinary hours worked and resulting wage
 - Total time and a half hours worked and resulting wage
 - Total double time hours worked and resulting wage
- Details of allowances paid
- Details and payment for RDO's, personal and annual leave, public holidays
- Details of deductions
- Details of additions
- Total gross allowances paid per week and year to date
- Total gross wages paid per week and year to date
- Tax deducted from wages per week and year to date
- Net wages per week and year to date
- RDO's, sick and annual leave accrued per week and year to date

- BUSS(Q), BERT, BEWT, and CIPQ paid per week and year to date

8.5 LEAD DELEGATES' RIGHTS

The Employer will recognise one lead delegate for the Employer as elected by the union members employed by the Employer under this Agreement. The lead delegate will also be the Health and Safety Representative for their specific work group.

The lead delegate will be allowed reasonable time during working hours to attend to their duties; provided that the lead delegate first advises management and such time does not unduly affect the performance of work.

The Employer shall provide a lead delegate with reasonable access to stationary and other administrative facilities including telephone, facsimile, the internet including their own log-in, photocopier, air-conditioning/heating, a lockable filing cabinet, table and chairs, noticeboards, and a meeting area where such access is required to undertake lead delegate duties.

Provided that at least 2 weeks written notice is given by the union to the Employer, a lead delegate will be granted up to 5 days paid leave each calendar year to attend lead delegate events. Delegate leave shall be taken in blocks no less than 4 hours and shall count as service for all purposes of this Agreement.

The Employer shall not be liable for any additional expenses associated with an Employee's attendance at a union delegate event other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant agreement classification rate including fares and travel and site allowances.

Where an Employee is sick during a period when leave pursuant to this clause as been granted proof of attendance at the delegate event is not required for that period and the Employee shall receive payment if entitled under the provisions of the relevant award clause.

A lead delegate may be paid for reasonable time off site where required to represent the Employees' interests to the Employer or in Industrial Tribunals and Courts and/or attend delegates meetings.

A lead delegate will be invited to attend inductions for new Employees of the Employer for a reasonable time.

Lead delegates will be treated fairly and have the right to perform their role as lead delegate without discrimination in their employment.

8.6 SITE DELEGATES

To assist the lead delegate fulfil their role, the Employer will recognise site delegates as elected by the Union members on that site.

Site delegates will work with the lead delegate to provide site specific feedback and to disseminate information on behalf of the delegate. The site delegate will also be the Health and Safety Representative for their specific work group.

8.7 UNION CONSULTATION

Representatives of the union may visit the workplace to meet the Employees provided that prior notice has been given an agreement reached with the Employer's relevant site manager. However, nothing in this clause provides an official of the Union with a right to enter premises for a purpose which is within Part 3-4 of the Fair Work Act 2009.

8.8 CONSULTATION

Where the Employer is seriously considering, and prior to the taking of any definite decision on, the introduction of major workplace changes that are likely to have a significant effect on Employees, the Employer must notify and consult with the Employees and the Union.

The Employer must recognise the Union and consult in good faith in relation to such proposed changes, including by allowing Employees access to a relevant union official in the workplace to assist Employees in the consultations relating to the proposed workplace changes.

The obligation to notify and consult includes providing all relevant details to the employees and the Union in writing about:

- a) the nature of the changes, any proposed timing of the changes and the expected likely effect on Employees;
- b) any measures the Employer is proposing to take to avert or mitigate any adverse effects of such changes on Employees; and
- c) any other matters related to the changes which may affect the Employees.

In this clause major workplace changes that is likely to have a significant effect on Employees includes:

- a) termination of employment;
- b) changes to composition, operation or size of the workforce or the skills required of Employees;
- c) elimination or diminution of job opportunities (including promotion/tenure);
- d) alteration of hours of work;
- e) retraining, relocation or restructuring; and
- f) changes to the legal or operational structure of the employer or business, including changes to business ownership or control.

8.9 FLEXIBILITY

The Employer may agree with an Employee covered by this agreement to vary this Enterprise Agreement only to meet the genuine needs of the Employer and Employee.

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

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

- a) are about permitted matters under section 172 of the *Fair Work Act 2009*;
- b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- c) result in the employee being better off overall than the Employee would be if no arrangement (variation agreement) was made.

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

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

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

Upon request the Employer must provide copies of all flexibility agreements made under this clause to the union.

8.10 SEVERABILITY

It is the intention of those covered by the agreement that the agreement contains only permitted matters under the Fair Work Act 2009. The severance of any term of this Agreement that is, in whole, or in part, of no effect virtue of the operation of s253 of the Fair Work Act shall not be taken to affect the binding force and effect of the remainder of the agreement.

8.11 EMPLOYMENT SECURITY, STAFFING LEVELS AND REPLACEMENT LABOUR

The Employer recognises that in certain circumstances, the use of contractors and labour hire may affect the job security of Employees covered by this Agreement.

The Use of Contractors and Use of Supplementary Labour Hire requirements shall not apply to Old Projects.

The application of these requirements shall recognise location and circumstance, and where the requirements as noted below would provide a competitive disadvantage to the company. In these circumstances the Employer and the Unions may agree to vary these requirements in a Project Specific Agreement. This agreement may not be unreasonably withheld.

Use of Contractors

If the Employer wishes to engage contractors and their Employees to perform work in the classifications covered by this Agreement, the Employer must first consult in good faith with potentially affected Employees and their Union. Consultation will occur prior to the engagement of sub-contractors for the construction works.

If, after consultation, the Employer decides to engage bona fide contractors, these contractors and their Employees will receive terms and conditions of engagement (or terms no less favourable) as they would receive if they were engaged under this Agreement performing the same work. The use of sham sub-contracting arrangements is a breach of this Agreement.

Use of Supplementary Labour

Where there is need for supplementary labour to meet the temporary/peak work requirements, such labour may be accessed on through loan arrangements from other Employers whose Employees are receiving rates of pay and conditions no less than those paid under this Agreement or bona fide business, including sub-contractors and labour hire companies, following consultation between the Employer and the Union. The Employer shall ensure that any workers engaged by such businesses and performing work described in the classifications of this Agreement shall receive wages, allowances and conditions not less than those contained in this Agreement.

Supplementary labour is defined as temporary "top up" labour designed to meet short situations such as absences due to sick leave, annual leave, and short term work peaks. The Employer undertakes not to use supplementary labour in any position on site for a period of more than 6 weeks. Any departure from this maximum period shall require the consent of the Union.

8.12 TOOL LIST

The parties agree to conduct a complete review of all aspects of the Tool List during the life of this Agreement for the purpose of creating a modern, relevant set of tradesperson's tools to meet current and future needs. As part of this process, the parties will agree on a customised tool list for Mechanical Services Tradespersons as well as a separate customised tool list for Sanitary Plumbing Tradespersons.

The parties' goal is to complete the review by 30 June 2012.

8.13 PUBLIC AND PRODUCT LIABILITY INSURANCE

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 individuals licence. Where the employer does not maintain adequate insurance, and a claim is made against an employee, the employer will indemnify the individual concerned.

APPENDIX 1 CLASSIFICATION

Classifications

The rates of pay and classifications specified in Appendix 1 shall apply for the purpose of this agreement. Apprentices shall be paid in accordance with Clause 3.5 - Apprentices and Appendix 1.

Guidelines for implementation of Classification Structure

- a. Parties to this agreement will implement the classification structure through consultative mechanisms appropriate to the size, structure and needs of the workplace and/or the employer. The nature and scope of the consultative mechanism will be agreed to between the parties to this agreement.
- b. No existing employees' rate of pay will be reduced as a result of the implementation of this appendix.

Key concepts and terms

Fields of work means a defined group of related skills and work functions exhibiting common features and aimed at providing more efficient and productive work organisation, as well as more satisfying and well paid jobs. In respect of this Agreement the fields of work are sanitary plumbing/water supply/drainage, gasfitting, roofing and cladding, mechanical services (including air conditioning) and irrigation. A stream shall be taken to include any work that is complementary, ancillary or enabling in its nature relative to the trade activity. The principal purpose of fields of work is to facilitate the development of training modules.

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

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

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

- documentary evidence concerning registration with any of the portable industry long service leave schemes;
 - documentary evidence concerning contributions into an approved industry superannuation fund (e.g. C+BUSS, BUSSQ);
 - documentary evidence concerning membership of a union party to any of the above Agreements in the building and construction industry.
- i. The new entrant classification does not apply to persons who were employed in the building and construction industry prior to the introduction of this agreement. Such employees are subject to the translation arrangements set out in this agreement.
 - ii. 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.
 - iii. 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 agreement.

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

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

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

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.

Trade certificate means a trade certificate level 3 or its equivalent relevant to the Plumbing and Mechanical Services Industry, including those of Plumber or Mechanical Plumber.

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 Medical and Laboratory Gas Plumbing Tradesperson Level 2.

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

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

Rates of pay

Employees shall be paid the rates of pay described in Appendix 2 of this appendix in accordance with the level to which they are entitled, either by virtue of:

- translation into this classification structure; or
- by having fulfilled the criteria outlined in the classification definitions contained in this appendix, provided that they are engaged in work at the level of skill required in the classification structure; provided that no existing employee's rate of pay shall be reduced as a result of the implementation of this classification structure.

The amounts in this agreement reflect the current differential in rates between all classifications (including plumber and gasfitter and licensed drainer) in this Agreement and the carpenter classification in the National Building and Construction Industry Agreement 1998. The parties have agreed that the differential between a licensed plumber or a mechanical plumber engaged in pipe work shall be 6.2% in favour of a plumber over a carpenter, although this relativity is discounted by 1% to 5.2% by the introduction of a Services Trades Industry Fund pursuant to this agreement. This agreement will maintain this differential by providing for an annual increase to wages

Engagement and reclassification

Workers will be employed in the Services stream (Medical and Laboratory Gas Plumbing).

The employer will instruct each employee upon engagement that they have been employed in the Services Stream (Medical and Laboratory Gas Plumbing).

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

- whether the employee has proven competencies to the classification sought within an approved skills package.
- 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.
- whether the employee possess the skills required for the employee's base level of pay.
- The experience and/or qualifications of the employee in relevant indicative tasks nominated in the classification definitions contained in the appendix; and/or

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 agreement 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.

Outline of classification structure

Classification structure

Classification	Relativity to Tradesperson
	%
Medical and Laboratory Gas Plumbing worker level 1(a) (new entrant) under the age of 21	55
Medical and Laboratory Gas Plumbing sheet metal worker level 1(b) (new entrant) over the age of 21	75
Medical and Laboratory Gas Plumbing worker level 2(a) (new entrant) - upon commencement in the industry	85
Medical and Laboratory Gas Plumbing worker level 2(b) - after three months in the industry	88
Medical and Laboratory Gas Plumbing worker level 2(c) - after twelve months in the industry	90
Medical and Laboratory Gas Plumbing worker level 2(d) - upon fulfilling the substantive requirements of plumbing and mechanical services worker level 2(d)	92.4
Medical and Laboratory Gas Plumbing worker level 3	100
Medical and Laboratory Gas Plumbing tradesperson level I	100
Medical and Laboratory Gas Plumbing tradesperson level II	105
Medical and Laboratory Gas tradesperson - special class level I	110
Medical and Laboratory Gas Plumbing tradesperson - special class level II	115
Advanced Medical and Laboratory Gas Plumbing tradesperson level I	120
Advanced Medical and Laboratory Gas Plumbing tradesperson level II	125

Employees will be eligible to move up the classification structure in accordance with Clause 5 Engagement and Reclassification.

Classification definitions

Classification		Relativity to tradesperson
		%
Medical and Laboratory Gas Plumbing Worker Level 1(a)	New entrant under the age of 21 After 6 months, employees not offered an apprenticeship will be moved to Medical and Laboratory Gas Plumbing Worker level 2(a) Employees offered an apprenticeship will commence at 55% and shall remain at that level until they have progressed into the third year of their apprenticeship.	55
Medical and Laboratory Gas Plumbing Worker Level 1(b)	After 6 months, employees not offered an apprenticeship will be moved to Medical and Laboratory Gas Plumbing Worker level 2(a) Employees offered an	75

	apprenticeship will commence at third year rates	
Medical and Laboratory Gas Plumbing Worker Level 2(a)	New entrant	85
Medical and Laboratory Gas Plumbing Worker Level 2(b)	After three months in the industry or, for those translating from level 1, 3 months at level 2(a).	88
Medical and Laboratory Gas Plumbing Worker Level 2(c)	After twelve months in the industry or, for those translating from level 1, following 12 months at level 2(b).	90

Medical and Laboratory Gas Plumbing Worker Level 2(d) – 92.4%

A Medical and Laboratory Gas Plumbing Worker Level 2(d) is an employee who has fulfilled the substantive requirements of a Medical and Laboratory Gas Plumbing Worker Level 2(d) as detailed below. An employee at this level will provide the tools listed in appendix 6, and will have:

- successfully completed a Services Stream Certificate Level 1 consisting of sixteen appropriate modules of structured training agreed to between the parties to this Agreement; or
- obtained equivalent skills gained through work experience subject to competency testing to the prescribed standard covering the same content as the above modules of training.

An employee at this level performs work above and beyond the skills of an employee at Medical and Laboratory Gas Plumbing Worker Level 2(c) and to the level of her/his training:

- Assists in the co-ordination of work in a team environment or works individually under general supervision.
- Is responsible for ensuring the quality of their own work.
- Exercises discretion within their level of skill and training.
- Has an understanding of the construction processes within the services stream.
- Assists in the provision of on-the-job training to a limited degree.
- Works from instructions and procedures.
- Implements basic fault-finding and problem solving skills within the employee's sphere of work.
- Measures accurately for their area of operation.
- Works in a safe manner.
- Interacts harmoniously with employees of other companies on site or at the workplace.
- Adapts to a changing work environment.

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

- Erect and dismantle scaffolding.
- Assist with rigging.
- Undertake braising, purging and pressure testing of pipework.
- Execute shoring/trenching.
- Undertake pipework and plant set out from drawings.
- Assisting one or more tradespersons.
- Safely handle waste.
- 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 Tradesperson 1 (100%)

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:

- Exercises good interpersonal and communication skills.
- Reads, interprets and applies information from plans.
- Understands and applies quality control techniques.
- Exercises discretion within the scope of this grade.
- Performs work under general supervision either individually or in a team environment.
- Is able to perform tasks safely and be able to identify hazards within their sphere of work.
- Assists with informal on-the-job guidance to a limited degree.
- Performs non-trade tasks incidental to their work.
- Has knowledge of the fields of work within the Plumbing and Mechanical Services sector of the services stream and how they relate to the other areas of the services stream.
- Performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

The Medical and Laboratory Gas Plumbing Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this agreement or the Award as it applied prior to this agreement who is not:

- Engaged on tasks purely of an unskilled nature
- A Licensed Drainer
- A Licensed Plumber
- A Licensed Gasfitter
- A Mechanical Plumber performing any Mechanical Services Pipe-work
- Holding a trade certificate level 3 in a trade within the national plumbing training packages.

Medical and Laboratory Gas Plumbing Tradesperson Level 11 105%

A Medical and Laboratory Gas Plumbing Tradesperson Level 11 is either:

- a Medical/laboratory Gas Tradesperson Level 1 who has successfully completed three appropriate modules within an approved skills package in addition to the training requirements of Medical and Laboratory Gas Plumbing 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
- A person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this agreement; or
- A person who holds a trade certificate level 3 in Engineering – Fabrication.

A Plumbing and Mechanical Services Tradesperson Level 11 works above and beyond a Medical and Laboratory Gas Plumbing tradesperson at Level 1 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Works under general supervision either individually or in a team environment.
- Understands and implements quality control techniques.
- Provides trade guidance and assistance as part of a work team.
- Exercises discretion within the scope of this grade.
- Has knowledge of occupational, health and safety requirements subject to the level of their training.
- Reads, interprets and applies information from plans.
- Holds a Gas Work Licence.
- Demonstrates an understanding of the applicable Australian Standards.

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:

- Exercises skills involved in fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, and commissioning of medical gas systems.

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

Where an employee possesses less than half of the skills identified above the employer may require such employee to undertake gap training until such employee is competent within the field of work.

Medical and Laboratory Gas Plumbing Tradesperson Special Class Level 1 (110%)

A Medical and Laboratory Gas Plumbing Tradesperson - Special Class Level 1 is a Medical and Laboratory Gas Plumbing Tradesperson Level 2 who has successfully completed the following training requirements:

- has been assessed as a competent tradesperson within the relevant field of work; and
- three appropriate modules in addition to the training requirements of Medical and Laboratory Gas Plumbing Tradesperson Level 2; or
- the equivalent; or
- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or
- undertakes technical servicing and commissioning works; or
- liaises directly with customers and clients

A Medical and Laboratory Gas Plumbing Tradesperson - Special Class Level 1 works above and beyond a Medical and Laboratory Gas Plumbing Tradesperson Level 1 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Understands and implements quality control techniques.
- Provides trade guidance and assistance as part of a team
- Exercises discretion within the scope of this grade.
- Works under limited supervision, either individually or in a team environment.
- Reads, interprets and applies information from plans.

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

- Exercises precision trade skills using various materials and/or specialised techniques.
- Schedule and plan work activity
- Write brief reports on work activity.
- Have knowledge of the Australian Standards applying to their sphere of work.
- Recognise hazards associated with tasks in their field of work.
- Exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design and commissioning of medical and laboratory gas systems.

Medical and Laboratory Gas Plumbing Tradesperson - Special Class Level 11 (115%)

A Medical and Laboratory Gas Plumbing Tradesperson - Special Class Level 11 is a Medical and Laboratory Gas Plumbing Tradesperson - Special Class Level 1 who successfully completed the following training requirements:

- three appropriate modules in addition to the requirements of Medical/Laboratory Gas Tradesperson - Special Class Level 1; or
- equivalent; or

- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Medical and Laboratory Gas Plumbing Tradesperson - Special Class Level 11 works above and beyond a Medical and Laboratory Gas Plumbing Tradesperson - Special Class Level 1 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Provides trade guidance and assistance as part of a work team.
- Understands and implements quality control techniques.
- Works either independently within the skill level of the employee, or in a team environment with limited supervision.
- Reads, interprets and applies information from plans.

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

- Exercises high precision trade skills using various materials and/or specialised techniques.
- Exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design and commissioning medical and laboratory gas systems.

Advanced Medical and Laboratory Gas Plumbing Tradesperson Level 1 (120%)

An Advanced Medical and Laboratory Gas Plumbing Tradesperson Level 1 is a Medical and Laboratory Gas Plumbing Tradesperson - Special Class Level 11 who has who successfully completed the following training requirements:

- 1.5 appropriate modules in addition to the training requirements of Medical and Laboratory Gas Plumbing Tradesperson - Special Class Level 11 ; or
- equivalent; or
- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Medical and Laboratory Gas Plumbing Tradesperson Level 1 works above and beyond a Medical and Laboratory Gas Plumbing Tradesperson - Special Class Level 11 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Exercises discretion within their level of training.
- Is able to provide trade guidance and assistance as part of a work team.
- Understands and implements quality control techniques.
- Works either independently within the skill level of the employee, or in a team environment with limited supervision.
- Reads, interprets and applies information from plans.

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

- Exercises high precision trade skills using various materials and/or specialised techniques.
- Possess effective written and verbal skills in order to provide concise reporting and communication.
- Exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design and commissioning medical and laboratory gas systems.

Advanced Medical and Laboratory Gas Plumbing Tradesperson Level 11(125%)

An Advanced Medical and Laboratory Gas Plumbing Tradesperson Level 11 is an Advanced Medical and Laboratory Gas Plumbing Tradesperson Level 1 who has successfully completed the following training requirements:

- 1.5 appropriate modules in addition to the training requirements of an Advanced Medical and Laboratory Gas Plumbing Tradesperson Level 1;
- or equivalent; or
- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Medical and Laboratory Gas Plumbing Tradesperson Level 11 works above and beyond an Advanced Medical and Laboratory Gas Plumbing Tradesperson Level 1 and to the level of her/his training:

- Undertakes quality control and work organisation at a level higher than for an Advanced Medical/laboratory Gas Service Tradesperson Level 1.
- Provides trade guidance and assistance as part of a work team.
- Assists in the provision of training to employees in conjunction with supervisors/trainers.
- Performs maintenance planning and predictive maintenance work within their field of work.
- Prepares reports of a technical nature on specific tasks or assignments as directed.
- Exercises broad discretion within the scope of this level.

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

- Use information from plans to identify, diagnose and solve problems related to work in a specific field.
- Be able to identify any deviations from plans and sketches.
- Schedule and plan work for a team and provide brief reports on the progress and quality of the work.
- Exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design and commissioning of medical and laboratory gas systems.
- Exercises diagnostic skills in respect of various systems in plumbing and mechanical services.

Supervision definitions

General supervision

Working under general supervision means a person who:

- receives general instructions, usually covering only the broader technical aspects of the work; and
- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- has their assignments reviewed on completion; and
- although competent and well experienced, there may be occasions on which the person will receive more detailed instructions.

Limited supervision

Working under limited supervision means a person who:

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

APPENDIX 2 RATES OF PAY

Rates of Pay and Career Path

Date From		1/11/11	1/03/12	1/9/12	1/3/13	1/9/13	1/3/14	1/9/14	1/3/15	1/9/15
Date To		28/2/12	31/8/12	28/2/13	31/8/13	28/2/14	31/8/14	28/2/15	31/8/15	31/10/15
	%	0.0%	2.0%	2.0%	3.0%	3.0%	3.5%	3.5%	3.5%	3.5%
Medical and Laboratory Gas Plumbing worker level 1(a)	55%	\$17.34	\$17.69	\$18.04	\$18.58	\$19.14	\$19.81	\$20.50	\$21.22	\$21.96
Medical and Laboratory Gas Plumbing worker level 1(b)	75%	\$23.65	\$24.12	\$24.60	\$25.34	\$26.10	\$27.01	\$27.96	\$28.94	\$29.90
Medical and Laboratory Gas Plumbing worker level 2(a)	85%	\$26.80	\$27.34	\$27.88	\$28.72	\$29.58	\$30.62	\$31.69	\$32.80	\$33.94
Medical and Laboratory Gas Plumbing worker level 2(b)	88%	\$27.74	\$28.29	\$28.86	\$29.73	\$30.62	\$31.69	\$32.80	\$33.95	\$35.14
Medical and Laboratory Gas Plumbing worker level 2(c)	90%	\$28.37	\$28.94	\$29.52	\$30.40	\$31.31	\$32.41	\$33.54	\$34.72	\$35.93
Medical and Laboratory Gas Plumbing worker level 2(d)	92%	\$29.13	\$29.71	\$30.31	\$31.22	\$32.15	\$33.28	\$34.44	\$35.65	\$36.90
1st Year Apprentice	40%	\$12.61	\$12.86	\$13.12	\$13.51	\$13.92	\$14.41	\$14.91	\$15.43	\$15.97
2nd Year Apprentice	55%	\$17.34	\$17.69	\$18.04	\$18.58	\$19.14	\$19.81	\$20.50	\$21.22	\$21.96
3rd Year Apprentice	75%	\$23.65	\$24.12	\$24.61	\$25.34	\$26.10	\$27.02	\$27.96	\$28.94	\$29.95
4th Year Apprentice	90%	\$28.38	\$28.95	\$29.53	\$30.41	\$31.32	\$32.42	\$33.56	\$34.73	\$35.95
Medical and Laboratory Gas Plumbing tradesperson level 1	100%	\$31.53	\$32.16	\$32.80	\$33.79	\$34.80	\$36.02	\$37.28	\$38.59	\$39.94
Medical and Laboratory Gas Plumbing tradesperson level 2	105.2%	\$33.15	\$33.81	\$34.49	\$35.52	\$36.59	\$37.87	\$39.20	\$40.57	\$41.99
Medical and Laboratory Gas Plumbing - special class level 1	110%	\$34.68	\$35.37	\$36.08	\$37.16	\$38.28	\$39.62	\$41.00	\$42.44	\$43.93
Medical and Laboratory Gas Plumbing - special class level 2	115%	\$36.25	\$36.98	\$37.71	\$38.85	\$40.01	\$41.41	\$42.86	\$44.36	\$45.91
Advanced Medical and Laboratory Gas Plumbing tradesperson level 1	120%	\$37.83	\$38.59	\$39.36	\$40.54	\$41.76	\$43.22	\$44.73	\$46.29	\$47.92
Advanced Medical and Laboratory Gas Plumbing tradesperson level 2	125%	\$39.40	\$40.19	\$40.99	\$42.22	\$43.49	\$45.01	\$46.59	\$48.22	\$49.90

APPENDIX 3 ALLOWANCES

Allowances

Date From	1/11/11	1/03/12	1/09/12	1/3/13	1/9/13	1/3/14	1/9/14	1/3/15	1/9/15
Date To	28/2/12	31/08/12	28/2/13	31/8/13	28/2/14	31/8/14	28/2/15	31/8/15	31/10/15
	0.0%	2.0%	2.0%	3.0%	3.0%	3.5%	3.5%	3.5%	3.5%
Acting on Licence per week	\$38.75	\$39.53	\$40.32	\$41.52	\$42.77	\$44.27	\$45.82	\$47.42	\$49.08
Camping allowance per week	\$167.36	\$170.71	\$174.12	\$179.34	\$184.73	\$191.19	\$197.88	\$204.81	\$211.98
Camping allowance per day	\$24.11	\$24.59	\$25.08	\$25.84	\$26.61	\$27.54	\$28.51	\$29.50	\$30.54
Cold Work - <0 Degrees per hour	\$0.59	\$0.60	\$0.61	\$0.63	\$0.65	\$0.67	\$0.70	\$0.72	\$0.75
Computing quantities per day	\$4.14	\$4.22	\$4.31	\$4.44	\$4.57	\$4.73	\$4.90	\$5.07	\$5.24
Compensation for tools per max allowance	\$1,578.24	\$1,609.80	\$1,642.00	\$1,691.26	\$1,742.00	\$1,802.97	\$1,866.07	\$1,931.39	\$1,998.98
Confined space per hour	\$0.84	\$0.86	\$0.87	\$0.90	\$0.93	\$0.96	\$0.99	\$1.03	\$1.06
Distant Work									
Living away from home per week	\$417.16	\$425.50	\$434.01	\$447.03	\$460.44	\$476.56	\$493.24	\$510.50	\$528.37
Living away from home per day	\$59.63	\$60.82	\$62.04	\$63.90	\$65.82	\$68.12	\$70.51	\$72.97	\$75.53
Return journey per trip	\$19.18	\$19.56	\$19.95	\$20.55	\$21.17	\$21.91	\$22.68	\$23.47	\$24.29
Weekend return journey per trip	\$34.80	\$35.50	\$36.21	\$37.29	\$38.41	\$39.76	\$41.15	\$42.59	\$44.08
Fares and Travel - Own transport during work hours per km	\$0.94	\$0.96	\$0.98	\$1.01	\$1.04	\$1.07	\$1.11	\$1.15	\$1.19
Fares and Travel - Own transport beyond radius per km	\$0.50	\$0.51	\$0.52	\$0.54	\$0.55	\$0.57	\$0.59	\$0.61	\$0.63
First Aid Allowance per Day	\$2.58	\$2.63	\$2.68	\$2.76	\$2.85	\$2.95	\$3.05	\$3.16	\$3.27
Fumes									
Asbestos - close proximity per hour	\$0.70	\$0.71	\$0.73	\$0.75	\$0.77	\$0.80	\$0.83	\$0.86	\$0.89
Hospital - Contagious Diseases per day	\$0.40	\$0.41	\$0.42	\$0.43	\$0.44	\$0.46	\$0.47	\$0.49	\$0.51
Hot Work									

Hot Work - 46 to 54 Degrees per hour	\$0.59	\$0.60	\$0.61	\$0.63	\$0.65	\$0.67	\$0.70	\$0.72	\$0.75
Hot Work - Exceeding 54 Degrees per hour	\$0.70	\$0.71	\$0.73	\$0.75	\$0.77	\$0.80	\$0.83	\$0.86	\$0.89
Insulation per hour	\$0.70	\$0.71	\$0.73	\$0.75	\$0.77	\$0.80	\$0.83	\$0.86	\$0.89
Ladder work per hour	\$0.70	\$0.71	\$0.73	\$0.75	\$0.77	\$0.80	\$0.83	\$0.86	\$0.89
Laser safety officer per day	\$2.37	\$2.42	\$2.47	\$2.54	\$2.62	\$2.71	\$2.80	\$2.90	\$3.00
Leading Hand Weekly Rate									
Not more than one	\$15.94	\$16.26	\$16.58	\$17.08	\$17.59	\$18.21	\$18.85	\$19.51	\$20.19
2 and not more than 5	\$35.37	\$36.08	\$36.80	\$37.90	\$39.04	\$40.41	\$41.82	\$43.28	\$44.80
6 and not more than 10	\$45.18	\$46.08	\$47.01	\$48.42	\$49.87	\$51.61	\$53.42	\$55.29	\$57.22
Over 10	\$60.28	\$61.49	\$62.72	\$64.60	\$66.53	\$68.86	\$71.27	\$73.77	\$76.35
Leading Hand Hourly Rate									
Not more than one	\$0.44	\$0.45	\$0.46	\$0.47	\$0.49	\$0.51	\$0.52	\$0.54	\$0.56
2 and not more than 5	\$0.98	\$1.00	\$1.02	\$1.05	\$1.08	\$1.12	\$1.16	\$1.20	\$1.24
6 and not more than 10	\$1.26	\$1.28	\$1.31	\$1.34	\$1.39	\$1.43	\$1.48	\$1.54	\$1.59
Over 10	\$1.67	\$1.71	\$1.74	\$1.79	\$1.85	\$1.91	\$1.98	\$2.05	\$2.12
Meals per meal	\$11.79	\$12.03	\$12.27	\$12.63	\$13.01	\$13.47	\$13.94	\$14.43	\$14.93
Morgues per day	\$0.40	\$0.41	\$0.42	\$0.43	\$0.44	\$0.46	\$0.47	\$0.49	\$0.51
Mt Isa Allowance per week	\$65.07	\$66.37	\$67.70	\$69.73	\$71.82	\$74.34	\$76.94	\$79.63	\$82.42
Tower Allowance - each 15 metres per hour	\$0.59	\$0.60	\$0.61	\$0.63	\$0.65	\$0.67	\$0.70	\$0.72	\$0.75
Toxic Substances									
Working with toxic substances per hour	\$0.70	\$0.71	\$0.73	\$0.75	\$0.77	\$0.80	\$0.83	\$0.86	\$0.89
Working near toxic substances per hour	\$0.59	\$0.60	\$0.61	\$0.63	\$0.65	\$0.67	\$0.70	\$0.72	\$0.75
Welding Allowance per hour	\$0.53	\$0.54	\$0.55	\$0.57	\$0.58	\$0.61	\$0.63	\$0.65	\$0.67

APPENDIX 5 RDO CALENDARS

2012 RDO Calendar

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

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

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

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

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

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

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

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

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

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

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

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

School Holidays
Public Holidays
Industry RDO's
EBA RDO'S
EBA Long Weekend

2013 RDO Calendar

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

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

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

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

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

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

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

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

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

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

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

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

School Holidays
Public Holidays
Industry RDO's
EBA RDO'S
EBA Long Weekend

2014 - 2015 RDO Calendars

RDO Calendars for 2014 and 2015 will be provided by the Union to the Employer a year before each calendar commences, or earlier, after the statutory public holidays and the school terms are declared by the State Government.

APPENDIX 6 TOOL LIST

Tool List

- ½" Pipeslice tube cutters
- ¾" Pipeslice tube cutters
- Chain cutters
- 8m Tape measure
- Metric Allen Keys
- Imperial Allen Keys
- Tube Expander set ½" through to 1 ½"
- Flint Gun (not a Lighter)
- 6", 8", 10", 12" shifting Spanner
- Multigrips
- Hammer
- Deburring Tool
- Level 6"
- Level 12"
- Gyprock Saw
- ¼" through to 2 ½" Tube cutters
- Poly Cutter/Conduit Cutter
- Stanley Knife
- Punch for HKD's
- File
- Green Wiss snips
- Red Wiss Snips
- Set of Screw Drivers
- Spray Bottle
- Silastic Gun
- 12" stilsons or Rigid E110
- Telescopic Mirror
- ½" Tube Benders
- ¾" Tube Benders
- Cordless Drill, Battery & Charger
- Hacksaw (Blades will be replaced by Employer)
- Tech Screw Bits
- No. 2 Phillips Head for cordless drill
- Tool Belt

APPENDIX 7 APPLICATION TO WORK ON AN EBA LONG WEEKEND

Working on EBA Long Weekend

Approval Form

This form is to be faxed to the Union no later 4pm on the Thursday before the EBA Long Weekend.

In accordance with clause 5.3 of the Insert Employer Name - Major Commercial Plumbing and Mechanical Services – Union Collective Agreement, work must not be performed on the Saturday of an EBA long weekend or an RDO except in emergency circumstance and where approved by the Union.

Date of Application:		
Name of Company:		
Contact Person:		
Date exemption required for:		
Site:		
Details of emergency work to be carried out:		
<p>Names of employees who have agreed to work:</p> <p><i>Note: in accordance with clause 5.3, only employees who agree to work will be required to work on an EBA Long Weekend or RDO.</i></p> <p><i>Further, no individual employee shall be required to work more than 2 consecutive RDO's or EBA Long Weekends.</i></p> <p><i>The employee must take their RDO within 2 weeks of working an EBA Long Weekend.</i></p>	Name of employee	Confirmation that employee has not worked more than 2 consecutive EBA long weekends or RDO's

Union Approval

Name:	
Position:	
Signature:	
Date:	

APPENDIX 9 SIGNATURES

For and on behalf of Insert Employer
Name

(signature)

(Name)

(Title)

(Authority to Sign)

(Date)

(Witness Signature)

(Witness Name)

For and on behalf of the **CEPU
Plumbing Division, Queensland
Branch**

(signature)

Bradley O'Carroll
(Name)

State Secretary
(Title)

The registered rules of the CEPU Plumbing
Division require the Branch Secretary or in his or
her absence the Assistant Branch Secretary to
sign all Agreements.

(Authority to Sign)

(Date)

(Witness Signature)

(Witness Name)