

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

## **Major Commercial Roofing Union Collective Agreement 2016 - 2019**

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## **PART 1 - TITLE AND OPERATION**

### **1. TITLE**

- 1.1 This Agreement is known as the (Insert Employer's Name) and CEPU Plumbing Division Roofing Union Collective Agreement 2016 – 2019.

### **2. DATE OF OPERATION**

- 2.1 This Agreement will remain in force until 31 October 2019. This Agreement shall continue to apply beyond its nominal expiry date until replaced or terminated, in accordance with the Act.

### **3. APPLICATION OF AGREEMENT**

- 3.1 This Agreement applies to (Insert Employer's 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 includes prefabrication work done on or off site and employees fixing or fitting metal wall cladding. Employees engaged in such work are entitled to all benefits and allowances provided in this Agreement, including site allowance.
- 3.2 This Agreement however, only applies to work done in Queensland and to work done outside Queensland by Employees who are based in Queensland.
- 3.3 It is agreed by the parties that only employees whose wages and conditions are paid in accordance with this Agreement will be engaged in work which this Agreement covers. In other words, should an employee not be paid wages and conditions in accordance with this Agreement, then that employee will not at any time be engaged in work which this Agreement covers. This clause does not apply where the employer has engaged contractors or supplementary labour in accordance with clause 21 of this Agreement.

### **4. PARTIES BOUND AND COVERED**

- 4.1 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.

### **5. RELATIONSHIP TO AWARDS, AGREEMENTS, AND OTHER DOCUMENTS.**

- 5.1 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:
- a) Queensland Industrial Relations Commission Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (Excluding certain Queensland Government entities) 2003;
  - b) Queensland Industrial Relations Commission Order (No. B1849 of 1997) Supply of tools to apprentices.
- 5.2 Where this Agreement is silent, the terms of the above documents as amended from time to time 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.

### **6. NO EXTRA CLAIMS**

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

6.2 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.

## 7. DEFINITIONS

7.1 “**Apprentice**” or “**Trainee**” means an Apprentice or Trainee within the meaning of the *Further Education and Training Act 2014* (Qld). “Apprenticeship” and Traineeship has a corresponding meaning.

7.2 “**Award**” means the Plumbing and Fire Sprinklers Award 2010

7.3 “**BERT**” means Building Employees Redundancy Trust ACN 82 010 917 281 (BERT Fund) as described in the Trust Deed creating the BERT Fund.

7.4 “**BEWT**” means 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.

7.5 “**BUSS(Q)**” means Building Unions Superannuation Scheme (Queensland) Pty Ltd. ABN 85 571 332 20.

7.6 “**CBUS**” means the Construction and Building Unions Superannuation Scheme. ABN 75 493 363 262

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

7.8 “**Construction Work**” means all work performed under this Agreement in connection with the erection, repair, renovation, ornamentation or demolition of buildings or structures, including associated prefabrication work performed in plumbing workshops.

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

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

7.10 “**Fair Work Act**” means the *Fair Work Act 2009* (Cth).

7.11 “**FWC**” means the Fair Work Commission.

7.12 “**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.

7.13 “**Ordinary Time**” means the ordinary rate of pay as calculated in accordance with Appendix 1.

7.14 “**Ordinary Time Earning (OTE)**” will mean the actual ordinary rate of pay the employee receives for ordinary hours of work including disability allowances but not expense related allowances such as 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.

7.15 “**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.

7.16 “**Under \$20 million**” means the total value of a project as calculated for the Q Leave levy. For the purposes of this definition, where 2 or more projects by the same builder are located on the same site; the value of the 2 or more projects will be combined.

- 7.17 “**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.
- 7.18 “**Union Delegate**” means an employee elected by union members and endorsed by the relevant union in accordance with Clauses 15 and 16, to represent the industrial interests of union members employed by the Employer as required.
- 7.19 “**STQ**” means the Services Trades Queensland or any other training group which may replace it.

## **8. POSTING OF AGREEMENT**

- 8.1 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.

## **9. GOVERNMENT PROCUREMENT**

- 9.1 The parties to this Agreement recognise that government clients are an important source of work and that ensuring continued capacity to comply with written government purchasing guidelines will enhance availability of work and security of employment.
- 9.2 If the parties agree that due to a term within this Agreement that the employer will be ineligible to tender for government work then the parties to this Agreement will immediately renegotiate the term and seek a variation to this Agreement in accordance with the *Fair Work Act 2009* to the extent necessary for the Employer to again be eligible to tender for government work.
- 9.3 Where the Employer is notified in writing by a government agency responsible for monitoring of a government purchasing guideline that it considers that the Employer will be ineligible to undertake government work due to a term in this Agreement, the following process will be undertaken:
- a) The Employer will provide written notification from the government agency to the Union for its consideration; and
  - b) The Union will provide the Employer with a written response to advise whether the Union agrees with, or disputes the written notification from the government agency.
- 9.4 If the Union disputes that the Employer will be ineligible to tender for government work due to a term of this Agreement, then the Employer or the Union may notify the Fair Work Commission of a dispute regarding the Agreement, and seek for it to be resolved by the Commission pursuant to the disputes resolution procedure within this Agreement.
- 9.5 The reference to government purchasing guidelines in this clause includes, but is not limited to, the Building Code 2013. The terms of any variation required under this clause may be determined under the dispute resolution procedure in this Agreement. The intent of this clause is that the Employer is eligible to tender for government work.

## **10. FLEXIBILITY**

- 10.1 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.
- 10.2 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.

- 10.3 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.
- 10.4 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.
- 10.5 Where any of the requirements of this clause are not met, the variation agreement is of no effect.
- 10.6 Upon request the Employer must provide copies of all flexibility agreements made under this clause to the union.

## **11. SEVERABILITY**

- 11.1 It is the intention of those covered by the agreement that the agreement contains only permitted matters under the Fair Work Act. 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.

## **PART 2 - CONSULTATION, UNION RELATED MATTERS AND DISPUTE RESOLUTION**

### **12. CONSULTATION**

- 12.1 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. Such changes include any proposed changes to the way in which ordinary hours are worked.
- 12.2 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 consultation relating to the proposed workplace changes.
- 12.3 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.
- 12.4 In this clause major workplace change 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.
- 12.5 Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) affected and their Union, about the proposed change.
- 12.6 As soon as practicable after proposing to introduce the change, the Employer must:
- a) Discuss with the relevant Employees the introduction of the change; and
  - b) For the purposes of the discussion – provide to the relevant Employees and their Union:
    - i. All relevant information about the change; including the nature of the change; and
    - ii. Information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - iii. Information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - c) Invite the employees affected and their Union, to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - d) Give consideration to any views about the impact of the change that are given by the Employee(s) concerned and / or their Union.
- 12.7 The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- 12.8 These provisions are to be read in conjunction with other Agreement or Award provisions concerning the scheduling of work and notice requirements.



### **13. TOOL BOX MEETINGS**

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

### **14. UNION RIGHTS**

- 14.1 The Employer will allow the Union to promote membership of the Union and will invite the Union to address Employees with the main purpose of encouraging union membership.
- 14.2 Where practicable, the Employer will provide a Union noticeboard at every workplace. The display of material upon the Union noticeboard will be under the control of the Union.
- 14.3 The Employer will provide information about the Union to an Employee employed under this agreement, providing it is reasonable to do so.
- 14.4 The Employer will notify the union delegate of any new employees who start with the company.
- 14.5 The Employer agrees to Employees attending Union meetings or participating in Union activities during working hours and that the Employees will be entitled to receive payment for attendance at those meetings / activities provided that:
- a) The Union provides the Employer with written notice of the intention to hold the meeting / undertake the activities prior to commitment;
  - b) The duration of the meeting / activities is two hours or less (the duration of the meeting / activities may be extended beyond two hours by way of agreement between the Union and the Company). Authority to grant extension by the Employer rests with the General Manager or their nominee;
  - c) Up to two meetings / activities of up to two hours each may be held per shift, either consecutively or separately, provided that notice is given in accordance with clause (a) above.

### **15. LEAD DELEGATES' RIGHTS**

- 15.1 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 may also be the Health and Safety Representative for their specific work group.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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.

- 15.8 A lead delegate will be invited to attend inductions for new Employees of the Employer for a reasonable time.
- 15.9 Lead delegates will be treated fairly and have the right to perform their role as lead delegate without discrimination in their employment.

## **16. SITE DELEGATES**

- 16.1 To assist the lead delegate fulfil their role, the Employer will recognise site delegates as elected by the Union members on that site.
- 16.2 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 may also be the Health and Safety Representative for their specific work group.

## **17. GRIEVANCE AND DISPUTE SETTLING PROCEDURES**

- 17.1 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.
- 17.2 If the matter cannot be resolved, a party may refer the dispute to Fair Work Commission (FWC) for resolution.
- 17.3 In resolving a dispute, FWC may deal with the dispute using all the procedures available to it under the *Fair Work Act* and may attempt to settle the dispute by conciliation or mediation or, where the parties agree, a recommendation or expression of opinion by FWC. If the dispute remains unresolved, FWC may settle the dispute by arbitration.
- 17.4 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.
- 17.5 The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 17.6 While the dispute is being resolved, the parties will respect the status quo. However, the Employer may direct an Employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.
- 17.7 The parties will be bound by any decision made by Fair Work Commission.

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

### **18. ENCOURAGEMENT OF INDIGINEOUS EMPLOYMENT**

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

### **19. ENGAGEMENT**

- 19.1 At the time of engagement of each Employee, the Employer must inform the person in writing the terms of their engagement (daily hire or casual), the name of their Employer, the job to be performed, the classification level, and the relevant rate of pay.
- 19.2 Employees will be engaged as daily hire or casual employees.
- 19.3 The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill/competence and training consistent with the Employee's classification provided that such duties are not designed to promote deskilling.

### **20. CASUAL EMPLOYMENT**

- 20.1 A Casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except annual leave, personal leave, and payment for public holidays on which no work is performed. A Casual Employee is entitled to unpaid bereavement and carer's leave.
- 20.2 On each occasion a Casual Employee is required to attend work the Employee shall be entitled to payment for a minimum of four hours work (with 0.8 of an hour on each of these days accruing toward an RDO).
- 20.3 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 to the benefits and allowances provided in Clause 33 of this Agreement except those that are expressed as a percentage of the base rates of pay.
- 20.4 The applicable contributions to STQ, BUSS(Q)/CBUS, BERT, CIPQ and BEWT must be made by companies in respect of Casual Employees.
- 20.5 Provided the casual employee has worked 55 hours for the week as per clauses 39.8 to 39.10 of this Agreement, casual employees will also be entitled to receive penalty payments for overtime, work performed on weekends and work performed on public holidays.

### **21. USE OF CONTRACTORS AND REPLACEMENT LABOUR**

- 21.1 The Employer recognises that in certain circumstances, the use of contractors and supplementary labour may affect the job security of Employees covered by this Agreement.
- 21.2 The application of these requirements will 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**

- 21.3 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.
- 21.4 If, after consultation, the Employer decides to engage bone 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**

- 21.5 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 will receive wages, allowances and conditions not less than those contained in this Agreement.
- 21.6 Supplementary labour is defined as temporary "top up" labour (including group training) 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.

## **22. DISCIPLINE / TERMINATION PROCESS**

- 22.1 Employment may be terminated by the Employer due to performance / general misconduct, serious and wilful misconduct, or redundancy.
- 22.2 In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (eg lateness for work) the following 3 step counselling procedure will be applied. This procedure does not apply for redundancy situations. An Employee may elect at any step to have their Union representative or any other person present. The Employee must be given an opportunity to respond to each allegation. At the request of the Employee, copies of any written warnings will be given to the Union representative or any other party to this Agreement.

### **a) Step 1 – First Written Warning**

The Employer will have a discussion with the Employee and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:

- The issues of concern; and
- The standards of improvement required.

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

### **b) Step 2 – Final Written Warning**

If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exist in relation to the Employee's conduct. The Employer will then issue a final written warning detailing:

- The issues of concern; and
- The standards of improvement required; and
- That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.

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

### **c) Step 3 – Dismissal**

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

- 22.3 Nothing in this clause prevents an employee whose employment has been terminated from filing an unfair dismissal claim in the Fair Work Commission.

## **23. TERMINATION**

### **Periods of Notice**

- 23.1 Either the employer or the employee may terminate the employee's employment by providing the following notice:
- a) Plumbing and mechanical services classifications (daily hire employees) – 1 day;
  - b) Apprentices (both plumbing and mechanical) – as per National Employment Standards; or
  - c) Casual employees – 1 hour.
- 23.2 Payment may be made in lieu of notice (equivalent to the required notice).
- 23.3 The period of notice does not apply in the case of gross misconduct that justifies instant dismissal.
- 23.4 In addition to the above notice periods, a tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport their tools.

### **Payment of Entitlements at Termination**

- 23.5 Within 2 days of termination of the employee's employment, the Employer will pay the Employee the following entitlements:
- a) Outstanding wages;
  - b) Accrued annual leave including loading of 17.5%;
  - c) Accrued RDO's;
  - d) 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; and
  - e) Any outstanding CIPS, BUSS/CBUS, BERT, BEWT and STQ in accordance with the relevant clauses within this Agreement.
- 23.6 Should such payment not be made within 2 days of the employee's termination the Employee will be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday):
- 23.7 Within 7 days of the termination, the employer will notify CIPS of the employees sick leave balance and provide the employee with a separation certificate.

**24. STANDING DOWN OF EMPLOYEES**

- 24.1 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.

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

### **25. WAGES**

- 25.1 Employees must be paid wages in accordance with Appendix 1 from the first full pay period after the dates specified. The ordinary time hourly rate for all purposes shall be calculated by dividing the appropriate weekly rate by 36.

### **26. PROJECT AND SITE AGREEMENTS**

- 26.1 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.
- 26.2 Contributions will continue to be made to the STQ, in accordance with Clause 32 for Employees paid in accordance with this clause.

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

- 27.1 Details of payment made to each Employee must be included in a statement provided to the Employee at the time payment is made and will contain the following information:
- a) Name of employing Employer
  - b) Name of Employee
  - c) Employee's classification
  - d) Date of payment and period covered by wage statement
  - e) Details of the number of ordinary hours worked
  - f) Details of the number of overtime hours worked
  - g) The ordinary hourly rate and the amount paid at that rate
  - h) The overtime hourly rates and the amounts paid at those rates
  - i) The gross wages paid
  - j) The net wages paid
  - k) Details of any deductions made from the wages
  - l) Details of all accrued entitlements such as RDO's, personal leave, annual leave, etc
  - m) Details of the employer BUSS(Q)/CBUS contribution, including when contribution was made and the amount
  - n) Details of the employee BUSS(Q)/CBUS contribution, including when contribution was made and the amount
  - o) Details of the employer BERT contribution, including when contribution was made and the amount
  - p) Details of the employer CIPQ payment, including when contribution was made and the amount
  - q) Details of the employers BEWT payment, including when contribution was made and the amount
- 27.2 All wages, allowances and other monies will be paid by Electronic Funds Transfer (EFT) 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.
- 27.3 In addition to the above, the employer must also maintain the following time and wage records:
- a) The employees date of birth
  - b) The date when the employee became an employee of the employer
  - c) If appropriate, the date when the employee ceased employment with the employer
  - d) The employees tax file number
  - e) The employees BUSS(Q)/CBUS number
  - f) The employees BERT number
  - g) The employees QLeave number
  - h) The employees CIPQ number
  - i) Daily details of work including
    - i. Daily start time and finish time

- ii. Time lunch and crib breaks taken
- iii. Total ordinary hours worked and resulting wage
- iv. Total time and a half hours worked and resulting wage
- v. Total double time hours worked and resulting wage
- j) Details of allowances paid
- k) Details and payment for RDO's, personal and annual leave, public holidays
- l) Details of deductions
- m) Details of additions
- n) Total gross allowances paid per week and year to date
- o) Total gross wages paid per week and year to date
- p) Tax deducted from wages per week and year to date
- q) Net wages per week and year to date
- r) RDO's, sick and annual leave accrued per week and year to date
- s) BUSS(Q)/CBUS, BERT, BEWT, and CIPQ paid per week and year to date

## 28. APPRENTICES

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

### Adult Apprentices

- 28.5 An employee who commences an apprenticeship from 1 January 2016 and is of 21 years of age will be paid a minimum rate equal to the rate of pay for a second year apprentice, for the first two years of the apprenticeship.
- 28.6 Adult apprentices who commence their apprenticeship prior to 1 January 2016 will be paid a minimum rate equal to the rate of pay for a third year apprentice, for the first three years of the apprenticeship.

## 29. SUPERANNUATION

- 29.1 Each employee will be given the option of having their superannuation contributions paid into either BUSS(Q) or CBUS.
- 29.2 On behalf of each Employee, an Employer will contribute the following minimum weekly amount into the Employees' superannuation account:

Date	Employer contribution	Employee co-contribution salary sacrifice (compulsory)	Company payment
1 January 2016	\$223	\$65	\$288
1 January 2017	\$232	\$65	\$297
1 January 2018	\$245	\$65	\$310
1 January 2019	\$255	\$65	\$320



- 29.3 Superannuation contributions for Apprentices will be 12% of their ordinary time earnings with the Apprentice having the option to co-contribute by way of salary sacrifice 3% of their ordinary time earnings.
- 29.4 The Employer will, on behalf of the Employee, forward the above amounts directly to each employee's superannuation account each calendar month.
- 29.5 Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including paid for by QLeave), public holidays, sick leave (including periods of CIPS and Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.
- 29.6 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 the employee's superannuation account ) will commence from the first day of the first full pay week of employment. A superannuation pay week shall be the same pay week as applies to the payment of wages/remuneration. Payment on termination shall be based on a payment for a full week for any commenced week.
- 29.7 Should it be established that the Employer has failed to make the payments in accordance with this Agreement, the Employer shall be liable to make the appropriate contributions immediately and shall also pay an additional amount equal to the fund crediting rate/s during the period of non-compliance, but no less than 10% per annum.

### **Salary Sacrifice**

- 29.8 In addition to the salary sacrifice requirements as set out in clause 29.2 of this agreement, an Employee may choose to salary sacrifice additional 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**

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

### **Projects under \$20 million**

- 29.10 Where an employee is working on a project under \$20 million the employer superannuation contributions will be 9.5% of the employee's ordinary time earnings.
- 29.11 All other clauses relating to superannuation will apply.

## **30. REDUNDANCY**

- 30.1 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.
- 30.2 Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including paid for by QLeave), public holidays, sick leave (including periods of CIPS and Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.
- 30.3 Where the Employee's balance in the BERT Fund reaches \$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 the employee's superannuation account. It is the Employee's option only.
- 30.4 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.

30.5 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 below minimum weekly amount.

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

First pay period from	BERT	BEWT
1 January 2016	\$100	\$13.00
1 January 2017	\$105	\$13.50
1 March 2018	\$110	\$14.20
1 January 2019	\$115	\$14.90

30.7 Apprentice contributions weekly payments will be paid as follows:

First pay period from	First Year – 40%		Second Year – 60%		Third Year – 80%	
	BERT	BEWT	BERT	BEWT	BERT	BEWT
1 January 2016	\$40.00	\$5.20	\$60.00	\$7.80	\$80.00	\$10.40
1 January 2017	\$42.00	\$5.40	\$63.00	\$8.10	\$84.00	\$10.80
1 January 2018	\$44.00	\$5.68	\$66.00	\$8.52	\$88.00	\$11.36
1 January 2019	\$46.00	\$5.96	\$69.00	\$8.94	\$92.00	\$11.92

30.8 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

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

#### Projects under \$20 million

30.10 Where an employee is working on a project under \$20 million the BERT and BEWT contributions will be as follows:

First pay period from	BERT	BEWT
1 January 2016	\$35.00	\$5.00
1 January 2017	\$36.75	\$5.25
1 March 2018	\$38.70	\$5.50
1 January 2019	\$40.55	\$5.80

30.11 The above contributions are payable for Apprentices.

30.12 All other clauses relating redundancy will apply.

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

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

01/01/2016	01/03/2016	01/03/2017	01/03/2018	01/03/2019
\$24.90	\$29.60	\$31.70	\$35.00	\$39.30

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

- 31.3 If 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:
- a) the amount/value of such CIPQ benefit (e.g. medical expenses, claims management costs, rehabilitation expenses and payment of unused sick leave upon termination of employment), and
  - b) an additional \$1,600 per week for a period of three years.
- 31.4 Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including paid for by QLeave), public holidays, sick leave (including periods of CIPS and Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.

### **Minimum Contributions**

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

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

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

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

As represented by their respective employer associations:

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

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

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

The Employer agrees to support STQ by contributing for each Employee who is paid in accordance with this agreement and is not an apprentice \$25 per week.

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

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

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

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

### **33. ALLOWANCES**

The amounts payable for all allowances are listed in Appendix 1.

#### **33.1 Asbestos Eradication**

Employees engaged in work involving the removal or any other method of neutralisation of any material which consists of, or contains asbestos will be paid, in addition to the rates prescribed in this Agreement, an amount per hour worked in lieu of special rates prescribed in the clause with the exception of Cold Work.

#### **33.2 Asbestos Materials**

Employees required to wear protective equipment (ie. 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.

#### **33.3 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 1 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 44 – 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 1 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.

#### **33.4 Fares and Travel Allowance**

At the commencement of this Agreement, the Employer will elect one of the following as their 50 km radius to which fares and travel within this clause apply:

- a) The employer's normal base establishment or workshop; or
- b) The GPO, or principal Post Office of the capital city or major regional centre for all employers whose base establishment or workshop is within the defined radius from the said GPO; or
- c) In the case of employees sent to distant work (as defined), the place at which such employee is domiciled with the approval of their employer for that distant work;

The Employer will make their election by advising the Union in writing of the chosen radius at the time of signing the Agreement. Should the Employer fail to advise the Union of their elected radius, the default radius will apply being the radius within which their main office is located.

The Employer cannot change their elected 50km radius during the life of this Agreement unless one months' notice is provided to the employee.

In the case of an employee sent to distant work (as defined in this Agreement) the place at which such employees resides for that distant work will be the point for the 50km radius.

Entitlement

Employees (except casuals) will be paid the following fares and travel on each day they report to the work site within the 50 km radius as elected. Fares and travel will also be paid on RDOs.

Casual employees will be entitled to the following fares and travel where an employee is required to travel more than 80kms radius from their residence to the job site. Casual employees will not be paid fares and travel on RDOs.

	1 Jan 2016	1 July 2016	1 July 2017	1 July 2018	1 July 2019
Fares component	\$11.25	\$11.81	\$12.40	\$13.02	\$13.67
Travel component	\$33.75	\$35.44	\$37.21	\$39.07	\$41.02
Total Fares and Travel Allowance	<b>\$45.00</b>	<b>\$47.25</b>	<b>\$49.61</b>	<b>\$52.09</b>	<b>\$54.69</b>

Apprentices will receive fares and travel in accordance with the above provisions; however the rates of the fares and travel are as follows:

	1st year – 75%			2 <sup>nd</sup> Year – 85%			3 <sup>rd</sup> Year – 90%		
	Fares	Travel	Total	Fares	Travel	Total	Fares	Travel	Total
01/01/2016	\$8.44	\$25.31	\$33.75	\$9.56	\$28.69	\$38.25	\$10.13	\$30.38	\$40.51
01/07/2016	\$8.86	\$26.58	\$35.44	\$10.04	\$30.12	\$40.16	\$10.63	\$31.90	\$42.53
01/07/2017	\$9.30	\$27.91	\$37.21	\$10.54	\$31.63	\$42.17	\$11.16	\$33.49	\$44.65
01/07/2018	\$9.77	\$29.30	\$39.07	\$11.07	\$33.21	\$44.28	\$11.72	\$35.16	\$46.88
01/07/2019	\$10.25	\$30.77	\$41.02	\$11.62	\$34.87	\$46.49	\$12.30	\$36.92	\$49.22

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

Employee using their own vehicle during working hours

Where an Employee is required to use their own vehicle to travel to any other job site during the course of their daily engagement they will be paid an allowance in accordance with Appendix 1.

All time travelled will be regarded as time worked.

Travel beyond 90 minutes

In cases where the employee is required to travel for more than 90 minutes from their residence to the job site or job site to their residence, the employee will receive in addition to fares and travel their ordinary rate of pay for all time travelled after the first 90 minutes of travel.

In addition, where an Employee provides their own transport they will be paid an amount per kilometre as prescribed in Appendix 1 for the distance travelled beyond the defined radius.

**33.5 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.

**33.6 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

### **33.7 Supervisor and Leading Hand**

The Supervisor's rate of remuneration, duties and responsibilities will be negotiated on a case-by-case basis between the individual Supervisor and the employer.

A Leading Hand Allowance will be paid to an employee who controls the work activities on a major project which requires the on-site utilization of 3 or more employees on that site.

Leading Hand duties may include: organizing and controlling the day-to-day activities at the project site; attending meetings as a company representative if required; organizing the daily activities of employees who fall within the Leading Hand's responsibility; overseeing company safety policy and application on site; completion of all necessary paperwork pertaining to the site.

The rate of remuneration for a Leading Hand, associated duties and responsibilities will be negotiated on a case-by-case basis between the individual Leading Hand and the employer but will not be lower than what is provided for in Appendix 1.

### **33.8 Meal Allowance**

An Employee required to work overtime for at least 1.5 hours after working ordinary hours in any given day will be paid a meal allowance in accordance with Appendix 1 plus an additional meal allowance for each subsequent 4 hours worked. The Employer may provide a meal or meals instead of paying an allowance.

### **33.9 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.

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

Multi-storey allowance is not payable to employees working on projects under \$20 million.

### **33.10 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. Site allowance is payable to employees engaged in pre fabrication work for a specific project regardless of whether it's performed on or off site.

<b><u>Value of project</u></b>	<b><u>Site allowance (per hr)</u></b>
\$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

### **33.11 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.

### **33.12 Union Delegate Allowance**

An employee elected the Site Union Delegate or Lead Delegate will be entitled to a daily allowance from the date the employee is elected.

## **34. PUBLIC AND PRODUCT LIABILITY INSURANCE**

34.1 The employer will maintain Public and Product Liability insurance that adequately covers all employees for all aspects of their work, including work carried out for the employer under the 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.

## **35. TRAINING AND RELATED MATTERS**

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

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

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

- 35.4 Where the Employer requires the employee to attend training and the training can only be provided out of hours, the employee will be paid at ordinary rates for all time required to complete the training. The Employer must consider the employees individual circumstances before making training outside hours mandatory.
- 35.5 All reasonable cost associated with training including meals, accommodation and course fees will be paid by the Employer.

## **36. DISTANT WORK**

- 36.1 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**

- 36.2 Employees engaged in distant work shall receive fares and travel allowance in accordance with Clause 35.4, with an employee being entitled to daily fares and travel when they are required to travel more than 80kms from their accommodation to the job site each morning.

### **Meals and Accommodation**

- 36.3 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; and
  - b) with breakfast, lunch, smoko and dinner provided.
- 36.4 Where the accommodation is in a construction camp or temporary accommodation and without mess facilities, a camping allowance as describe in Appendix 1 shall be paid.
- 36.5 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 1. The allowance in Appendix 1 will be increased if the Employee satisfies the Employer that the employee reasonably incurred a greater outlay than that prescribed.

### **Rest and Recreation Breaks**

- 36.6 Where road travel time over 6 hours from Employees place of residence
- a) 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.
  - b) 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.
  - c) 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.
  - d) 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.



36.7 Where road travel time less than 6 hours from Employees place of residence

- a) 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 1.
- b) Where an Employee returns to their usual place of residence on a weekend the following conditions will apply:
  - i. The Employee shall be entitled to payment of the weekend return home allowance as prescribed in Appendix 1;
  - ii. The Employee shall complete the full shift of work on the Friday before the weekend return home;
  - iii. The Employee shall commence the full shift of work on the Monday following the weekend return home;
  - iv. The Employee shall advise the employer of his/her intention for weekend return home at least the Tuesday prior to the weekend;
- c) The Employer shall be responsible for meeting all reasonable costs associated with return transport.

#### **Travel on Commencement and Cessation**

36.8 Where road travel time over 6 hours from employees place of residence

- a) 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.
- b) Employees will be paid up to eight hours per day for each day of travel to commence or cease at the distant work location.
- c) Employer shall pay a meal allowance in accordance with Appendix 1 plus pay any excess baggage costs incurred in transporting employee tools.
- d) Where an Employee has been terminated the notice period will extend to the end of the ordinary working day before transport is available.

36.9 Where road travel time less than 6 hours from Employees place of residence

- a) Employees will be paid up to 6 hours per day for each day of travel to commence or cease at the distant work location.
- b) Employer shall pay a meal allowance in accordance with Appendix 1 and all reasonable costs associated with transport.

#### **Recovery of Forward Journey Fare**

36.10 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**

36.11 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.

## **PART 5 - HOURS OF WORK, OVERTIME, RDO'S AND OTHER RELATED MATTERS**

### **37. ORDINARY HOURS**

- 37.1 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.
- 37.2 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.
- 37.3 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.
- 37.4 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.
- 37.5 The employer will consult with the employees about any proposed changes to the way in which ordinary hours are worked. Consultation will occur in accordance with clause 12 of this Agreement. However to avoid any doubt consultation will include the employer:
- a) Providing information to the employees about the proposed change;
  - b) Invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - c) Consider any views given by the employees about the impact of the change.

### **38. ROSTERED DAYS OFF (RDO)**

- 38.1 Except as provided elsewhere in this Agreement, the average ordinary working hours will be 36 hours per week worked as follows:
- a) Ordinary working hours will be worked, Monday to Friday, 8 hours per day, between the hours of 6.00 am and 6.00 pm, with 0.8 of one hour each day worked accruing as an entitlement towards an RDO.
  - b) 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 2. 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.
  - c) Payment for RDO's will be paid as though the employee worked.
  - d) Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes. On such days an employee will be paid 7.2 hours per day and have their RDO balance increased by 0.8 hours.
  - e) Where an Employee has insufficient accruals for an RDO, the employer may offset any deficiency from the Employees annual leave entitlement.
  - f) Where an RDO calendar is not agreed upon the employee will be entitled to take every second Friday off work, provided they have 7.2 RDO hours accrued.
- 38.2 Where the employer requests the employee to work on an RDO and the employee agrees, the employer will notify the Union in writing no later than the day prior to the day the work is to occur. Such written notification will include the date which work is to occur, the reason work is to occur and the names of the employees who are to work. Where the employer fails to notify the Union, the employee will be entitled to receive double time for the hours worked on the RDO and entitled to bank an RDO.

## **39. OVERTIME**

- 39.1 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.
- 39.2 No apprentice under the age of 18 years will be required to work overtime unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime at times which would prevent his/her attendance at technical school, as required by any statute, agreement or regulation applicable to them.
- 39.3 Monday to Friday all time worked beyond the ordinary hours of work as prescribed in Clause 37, 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.
- 39.4 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.
- 39.5 An Employee will be paid a minimum of 3 hours work on a Saturday and 4 hours work on a Sunday.
- 39.6 On Saturdays and Sunday, the Employee will be entitled to one 30 minute paid break in lieu of all other rest breaks and meal breaks.
- 39.7 When an Employee, after having worked overtime for which the Employee has not been regularly rostered or on a prescribed holiday, finishes work at a time when reasonable means of transport are not available, the Employer will pay the cost of or provide the Employee with conveyance to their home or to the nearest public transport.

## **Casual Employees**

- 39.8 Employees who are engaged as casuals will not be paid the overtime rates as set out in clause 39.3 or 39.4 unless the employee has worked a total of 55 hours for the week.
- 39.9 Once the casual employee has worked 55 hours for the week the casual employee will be entitled to overtime rates as per clause 39.3 and 39.4.
- 39.10 To be clear the calculation of the 55 hours per week is for the period Monday to Sunday.

## **Breaks Between Working Days**

- 39.11 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.
- 39.12 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.
- 39.13 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.

## **Call-Back**

- 39.14 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.

#### **40. SHIFT WORK**

- 40.1 Where agreed between Employer and Employee, shift work may be worked to meet exceptional circumstances such as where general site conditions prohibit the performance of the work during ordinary hours. 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.
- 40.2 A shift must be for no less than 1 week at a time and always for a full week.
- 40.3 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.
- 40.4 Shift workers shall be paid 187.5% of the respective wage for ordinary hours of work.
- 40.5 The unpaid crib break of shift workers shall be 45 minutes or where an Employer and Employees agree 30 minutes to suit particular circumstances.
- 40.6 Normal daily fares and travel will apply where the Employee is performing shift work.

#### **41. MEAL BREAKS**

- 41.1 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.
- 41.2 No employee will work more than 5 hours without a break.
- 41.3 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 / Breaks**

- 41.4 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 1 plus an additional meal allowance for each subsequent 4 hours worked. The Employer may provide a meal or meals instead of paying an allowance.
- 41.5 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.
- 41.6 In addition, the Employee is entitled to paid rest break of 30 minutes after each 4 hour block of continuous overtime in one day.

#### **Variation of Meal Breaks**

- 41.7 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.
- 41.8 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.
- 41.9 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.

### **Working During Meal Break**

- 41.10 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.

## **PART 6 - LEAVE ENTITLEMENTS**

### **42. PUBLIC HOLIDAYS**

- 42.1 Employees will be entitled to public holidays in accordance with the Fair Work Act, National Employment Standards.
- 42.2 Where the Employer, majority of the Employees and the Union agree, another day maybe taken in lieu of a public holiday.
- 42.3 No Employee will be entitled to receive payment from more than one Employer in respect to the same public holiday or groups of holidays.
- 42.4 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:
- a) an illness, injury or emergency affecting an Employee; or
  - b) an illness, injury or emergency affecting a member of the Employee's immediate family household.
- 42.5 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.

### **43. ANNUAL LEAVE**

- 43.1 For each year of service, an Employee is entitled to 4 weeks of paid annual leave in accordance with the National Employment Standards contained in the Fair Work Act.
- 43.2 Annual leave continues to accrue when an employee is on any paid absence including WorkCover, CIPS and QLeave.

#### **Annual Close Down and Christmas Breaks**

- 43.3 The Employer may direct a compulsory Christmas/New Year close down, in such circumstances Employees will use their accrued annual leave or take annual leave in advance as above.

#### **Annual Leave in Advance**

- 43.4 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**

- 43.5 An Employee, before going on annual leave, will be paid in advance their current weekly wage at the rate of 36 hours (including applicable all-purpose allowances) for the period of annual leave plus a loading of 17.5%.

#### **Payout of Annual Leave**

- 43.6 Annual leave maybe paid out at the request of the employee only. Only leave accrued in excess of 6 weeks maybe paid out. Any leave paid out will be paid out in accordance with above.
- 43.7 Employees shall be paid an amount equal to the weekly payment to BUSS/CBUS, BERT, BEWT and CIPQ for each week of annual leave paid out.

## **Taking of Annual Leave**

- 43.8 The Employer and the Employee will seek to reach agreement on the taking of annual leave at a mutually convenient time. If not taken within 6 months of the day accrued either the Employer or Employee may give at least 4 weeks' notice of the dates when all, or part of, the accrued leave will be taken. Neither the Employer nor Employee must not unreasonably refuse a request to take paid annual leave.
- 43.9 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.
- 43.10 For each day taken of annual leave, 0.8 of an hour will be added to the employee's RDO balance. For example if an employee is to take 1 week's (5 days) annual leave they will be paid in accordance with the above and their RDO balance will be increased by 4 hours.
- 43.11 Where a public holiday falls during the period of annual leave taken, then such a day will not be deducted from annual leave entitlements.

## **44. PERSONAL LEAVE/CARERS LEAVE**

- 44.1 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:
- a) personal illness or injury (sick leave); or
  - b) for the purposes of caring for partners, children and/or other household or family members who are sick or in a personal emergency and require the employee's care and support (carer's leave).
- 44.2 Personal leave shall accrue as follows:
- a) 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
  - b) 10 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement.
- 44.3 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.
- 44.4 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.
- 44.5 For each day taken of personal leave the employee will be paid 7.2 hours and 0.8 of an hour will be added to the employee's RDO balance.

## **45. COMPASSIONATE LEAVE**

- 45.1 Employees are entitled to compassionate leave in accordance with the National Employment Standards contained in the Fair Work Act.
- 45.2 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.
- 45.3 An Employee may take compassionate leave for each occasion as:
- a) A single continuous two day period;
  - b) Two separate periods of one day each; or
  - c) Any separate periods to which the employee and his or her employer agree.

**46. PARENTAL LEAVE**

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

**47. LONG SERVICE LEAVE**

47.1 Employees are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, 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.

**48. UNPAID LEAVE**

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

**49. JURY SERVICE LEAVE**

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

**50. COMMUNITY SERVICE LEAVE**

50.1 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 MATTERS

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

- 51.1 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:
- a) the election of Health and Safety Representatives and/or;
  - b) an occupational health and safety committee.
- 51.2 The Employer, the Employees and the Union agree that for the purposes of section 81 of the *Work Health and Safety Act 2011* (Qld) (WHS Act) matters about work health and safety arising at the workplace will be resolved in accordance with these procedures.
- 51.3 The parties agree that for the purposes of this procedure and section 81 (3) of the WHS Act the following persons will be the representatives of the following parties:
- a) the Principal Contractor – Site Manager or any other person nominated by the Principal Contractor;
  - b) the Employers – the Site Manager or any other person nominated by the Employer(s); and
  - c) The Employees – an official(s) or Employees(s) of the Union nominated by the Union to act as the Employee's representative(s). (Collectively referred to as the "the parties").
- 51.4 The parties agree the representatives will be entitled to enter the workplace for the purposes of:
- a) Inspecting any work system, plant, substance, structure or other thing relevant to resolving the issue;
  - b) Consulting with relevant Employees in relation to resolving the issue;
  - c) Consulting with the relevant PCBU (as defined by the WHS Act) about resolving the issue;
  - d) Attending and participating in discussions with any of the parties about resolving the issue;
  - e) Inspect and take copies of any document that is directly relevant to resolving the issue; and
  - f) Advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.
- 51.5 Any inspection will be conducted by all nominated parties.
- 51.6 The parties to this issue resolution procedure may commence the procedure by informing either by themselves or their representative the other Parties that:
- a) There is an issue to be resolved; and
  - b) The nature and scope of the issue.
- 51.7 As soon as the Parties are informed of the issue, all parties must meet or communicate with each other to attempt to resolve the issue.
- 51.8 The parties must have regard to all relevant matters including:
- a) The degree and imminent risk to the employees or other parties affected by the issue;
  - b) The number and location of employees and other persons affected by the issue;
  - c) The measures both temporary and permanent that must be implemented to resolve the issue
  - d) Who will be responsible for implementing the resolution measures
  - e) Whether the hazard or risk can be isolated and
  - f) The time that may elapse before the hazard or risk is permanently corrected.
- 51.9 Once the issue is resolved details of the issue and its resolution must be set out in writing with all parties to be satisfied that the agreement reflects the resolution of the issue with a copy given to all Parties to the issue. The issue once resolved shall be recorded in the next health and safety committee meeting minutes with the agreed resolution.
- 51.10 As soon possible after the resolution of an issue, details of the agreement must be brought to the attention of affected employees in an appropriate manner.

- 51.11 Parties to the Agreement must make reasonable efforts to achieve a timely and final resolution of the issue. If within a reasonable time there is still no resolution, any of the Parties attempting to resolve the issue may then ask Workplace Health and Safety Queensland to arrange for an inspector to attend the workplace to assist in resolving the issue.
- 51.12 Employees are not required to work in circumstances where the Employee, HSR or WHS Permit Holder reasonably believes a safety law is being, or will be, contravened. If necessary the Employee will be relocated from the unsafe area to a safe area immediately.
- 51.13 The purpose of these procedures is to inform Parties to an issue of their duties in resolving issues relating to health and safety matters. This procedure will form part of the Safety Management Plan.

## **52. PROTECTIVE CLOTHING, FOOTWEAR AND EYE WEAR**

- 52.1 The following will be supplied to all employees every 12 months or upon a wear and tear basis as agreed by the employer:
- a) 1 pair of safety boots (if the Employee buys such boots, the Employer will reimburse the Employee up to \$150 upon production of a purchase receipt);
  - b) 6 sets of shirts and shorts/trousers; and
  - c) 1 High visibility winter jacket/jumper.
- 52.2 The clothing described in paragraph 2 above will be provided within 3 months after commencement of employment. Employees when working on site are required to wear all footwear and clothing supplied. All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, 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.
- 52.3 Each Employee shall be entitled to a jacket, as stated in paragraph 3 above, within 3 months of employment where such 3 months 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.
- 52.4 When the Employee is required to wear prescriptive safety glasses, upon producing the receipt, the Employer will reimburse the employee 50% of the total cost of the employee obtaining complaint safety glasses. Such reimbursement will occur once every 12 months or on a wear and tear basis as agreed by the employer

## **53. INCLEMENT WEATHER**

- 53.1 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.
- 53.2 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.

53.3 Once the meeting has occurred, the following shall apply:

#### **Transfers**

53.4 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) 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;
- b) the new site is under cover and the Employees can get to the dry area without going through the rain;
- c) adequate protection for the Employees tools is provided; and
- d) Employees have access to all amenities without having to walk through the rain.

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

#### **Remaining on Site**

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

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

53.7 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**

53.8 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.

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

#### **Employees Required to Work in Inclement Weather**

53.10 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.

53.11 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.

53.12 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**

53.13 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.

53.14 The following conditions will apply:

- a) 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;
- b) The Employee will be credited with 32 hours at the commencement of each four weekly period. Hours will not accumulate or be carried over;
- c) 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
- d) The number of hours credited to an employee will be reduced by the number of hours for which payment is made.

53.15 Payment under this clause will be weekly.

## **Declared Natural Disasters**

53.16 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.

## **54. EXPECTED NATURAL EVENT PROVISIONS**

54.1 If an event, such as flooding, bush fires and / or severe hail and wind is expected to cause damage to an employee's residence or prevent them from reaching their residence at the end of their ordinary hours the employee at the discretion of the employer and in consultation with the Union will be entitled to leave work without suffering any loss in pay.

54.2 The purpose of the employee leaving work prior to the completion of their ordinary hours due to an expected event is to secure their property in order to minimise damage, ensure they arrive home safely and / or pick up their children.

54.3 Leave will not be unreasonably refused.

54.4 If the employer deems that inappropriate use of natural disaster leave has occurred, the employee may be called upon to give proof of the reasons why they sought such leave.

## **55. HEALTH AND SAFETY REPRESENTATIVE (HSR)**

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

**APPENDIX 1 - RATES OF PAY AND ALLOWANCES**

**Rates of Pay**

Classification	%	01/01/2016		01/07/2016		01/07/2017		01/07/2018		01/07/2019	
		Permanent	Casual	Permanent	Casual	Permanent	Casual	Permanent	Casual	Permanent	Casual
Roof Plumber (possessing relevant Certificate III trade qual)	105%	\$39.77	\$49.72	\$41.76	\$52.20	\$43.85	\$54.81	\$46.04	\$57.55	\$48.35	\$60.43
Roof Plumber (fully competent to trade level)	100%	\$37.88	\$47.35	\$39.77	\$49.72	\$41.76	\$52.20	\$43.85	\$54.81	\$46.04	\$57.55
Roof Plumber (80% competent to trade level)	80%	\$30.30	\$37.88	\$31.82	\$39.77	\$33.41	\$41.76	\$35.08	\$43.85	\$36.83	\$46.04
Roof Plumber (1st 12 months employment only)	75%	\$28.41	\$35.51	\$29.83	\$37.29	\$31.32	\$39.15	\$32.89	\$41.11	\$34.53	\$43.17
Year 1 Apprentice	40%	\$15.15		\$15.91		\$16.71		\$17.54		\$18.42	
Year 2 Apprentice	60%	\$22.73		\$23.86		\$25.06		\$26.31		\$27.63	
Year 3 Apprentice	80%	\$30.30		\$31.82		\$33.41		\$35.08		\$36.83	

## Allowances

	01/01/2016	01/07/2016	01/07/2017	01/07/2018	01/07/2019
Asbestos Eradication per hour	\$0.89	\$0.93	\$0.98	\$1.03	\$1.08
Asbestos Materials per hour	\$0.89	\$0.93	\$0.98	\$1.03	\$1.08
Compensation for tools per max allowance	\$1,998.98	\$2,098.93	\$2,203.88	\$2,314.07	\$2,429.77
Living away from home per week	\$528.37	\$554.79	\$582.53	\$611.65	\$642.24
Living away from home per day	\$75.73	\$79.52	\$83.49	\$87.67	\$92.05
Return journey per trip	\$24.29	\$25.50	\$26.78	\$28.12	\$29.52
Weekend return journey per trip	\$44.08	\$46.28	\$48.60	\$51.03	\$53.58
Camping allowance per week	\$211.98	\$222.58	\$233.71	\$245.39	\$257.66
Camping allowance per day	\$30.54	\$32.07	\$33.67	\$35.35	\$37.12
Daily Fares & Travel – 80kms	\$45.00	\$45.00	\$45.00	\$50.00	\$50.00
Fares and Travel - Own transport during work hours per km	\$1.19	\$1.25	\$1.31	\$1.38	\$1.45
Fares and Travel -Own transport beyond radius per km	\$0.63	\$0.66	\$0.69	\$0.73	\$0.77
First Aid Allowance per Day	\$3.27	\$3.43	\$3.61	\$3.79	\$3.97
Hot Work per hour	\$0.75	\$0.79	\$0.83	\$0.87	\$0.91
Meals per meal	\$14.93	\$15.68	\$16.46	\$17.28	\$18.15
Towers per hour	\$0.75	\$0.79	\$0.83	\$0.87	\$0.91
Union Delegate per day	\$15.11	\$15.87	\$16.66	\$17.49	\$18.37
<b>Multi-Storey - per hour:</b>					
From the commencement to the 15th floor level	\$1.13	\$1.19	\$1.25	\$1.31	\$1.37
From the 16th floor level to the 30th floor level	\$1.35	\$1.42	\$1.49	\$1.56	\$1.64
From the 31st floor level to the 45th floor level	\$2.10	\$2.21	\$2.32	\$2.43	\$2.55
From the 46th floor level to the 60th floor level	\$2.71	\$2.85	\$2.99	\$3.14	\$3.29
From the 61st floor level onwards	\$3.32	\$3.49	\$3.66	\$3.84	\$4.04
<b>Leading Hand - per week</b>					
Not more than one	\$20.19	\$21.20	\$22.26	\$23.37	\$24.54
2 and not more than 5	\$44.80	\$47.04	\$49.39	\$51.86	\$54.45
6 and not more than 10	\$57.22	\$60.08	\$63.09	\$66.24	\$69.55
Over 10	\$76.35	\$80.17	\$84.18	\$88.38	\$92.80

**APPENDIX 2 - RDO CALENDARS**

2016 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

<b>School Holidays</b>
<b>Public Holidays</b>
<b>RDO'S</b>

## 2017 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						

<b>School Holidays</b>
<b>Public Holidays</b>
<b>RDO'S</b>



## 2018 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					

<b>School Holidays</b>
<b>Public Holidays</b>
<b>RDO'S</b>

## 2019 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				

<b>School Holidays</b>
<b>Public Holidays</b>
<b>RDO'S</b>

**APPENDIX 3 SIGNATURES**

For and on behalf of **(Insert Employer's Name)**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name)

(Insert Employer's Address)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Witness Name)

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

\_\_\_\_\_  
(signature)

Gary O'Halloran  
(Name)

State Secretary  
(Title)

41 Peel Street  
South Brisbane QLD 4101

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)