

Master Builders Australia

Submission to the Senate Education and  
Employment Legislation Committee

on

*Fair Work Amendment (Bargaining Processes) Bill  
2014*

23 January 2015



© Master Builders Australia Limited 2014.

Master Builders Australia Limited

ABN 68 137 130 182

Level 1, 16 Bentham Street (PO Box 7170), YARRALUMLA ACT 2600

T: +61 2 6202 8888, F: +61 2 6202 8877, [enquiries@masterbuilders.com.au](mailto:enquiries@masterbuilders.com.au), [www.masterbuilders.com.au](http://www.masterbuilders.com.au)

This submission is copyright and all rights are reserved. No part of it may be reproduced, stored, transmitted or otherwise distributed, in any form or by any means without the prior written permission of the copyright holder. Images on the cover are winners of Master Builders National Excellence in Building and Construction Awards.

## CONTENTS

1	Introduction .....	2
2	Purpose of Submission .....	2
3	The Bill's Origins .....	2
4	The Fair Work Act and Productivity .....	3
5	The Reforms Made by the Bill .....	10
6	Conclusion .....	15

## 1 Introduction

- 1.1 This submission is made on behalf of Master Builders Australia Ltd.
- 1.2 Master Builders Australia is the nation's peak building and construction industry association which was federated on a national basis in 1890. Master Builders Australia's members are the Master Builder state and territory Associations. Over 125 years the movement has grown to over 32,000 businesses nationwide, including the top 100 construction companies. Master Builders is the only industry association that represents all three sectors, residential, commercial and engineering construction.
- 1.3 The building and construction industry is a major driver of the Australian economy and makes a major contribution to the generation of wealth and the welfare of the community, particularly through the provision of shelter. At the same time, the wellbeing of the building and construction industry is closely linked to the general state of the domestic economy.

## 2 Purpose of Submission

- 2.1 On 4 December 2014, the Senate referred the Fair Work Amendment (Bargaining Processes) Bill 2014 (the Bill) to the Senate Education and Employment Legislation Committee (the Committee) for inquiry and report. The closing date for submissions to the Committee's inquiry is 23 January 2015. This submission provides Master Builders' perspective on the reforms to be implemented by the Bill.
- 2.2 In essence, the Bill represents a good start to the process of improving the provisions concerning enterprise bargaining in the *Fair Work Act 2009* (Cth) (FW Act) and in providing a greater focus on the issue of productivity.

## 3 The Bill's Origins

- 3.1 As was indicated in the second reading speech on the Bill by the Leader of the House and Minister for Education, the Hon Christopher Pyne,<sup>1</sup> elements of the Coalition's May 2013 document entitled "The Coalition's Policy to Improve the Fair Work Laws" (Policy Paper) form the policy basis of the Bill.

---

<sup>1</sup> Hansard, House of Representatives, 27 November 2014, 13421

- 3.2 In particular, Master Builders notes that at page 32 of the Policy Paper, the following is said:

*The Coalition will put productivity back on the agenda by making sure it is actively and genuinely considered by workers and business during enterprise bargaining negotiations. Productivity matters because productivity gains allow more jobs to be created, more investment to take place, higher real wage growth to occur, and higher living standards to be achieved. Workplace productivity is the fundamental mechanism by which workers, businesses, families and the economy are all better off.<sup>2</sup>*

- 3.3 The Bill encapsulates the promise made in this extract. Master Builders endorses the primacy given to productivity.

## 4 The Fair Work Act and Productivity

- 4.1 The then Government promised that the new bargaining system to be introduced by the FW Act would enhance productivity. For example, the following is said at paragraphs 178-180 of the Explanatory Memorandum for the Fair Work Bill 2008:

*This Bill will place collective bargaining at the enterprise level at the heart of the workplace relations system.*

*Enterprise agreements can ensure that increases in pay and entitlements are linked to productivity increases at the enterprise. This is due to negotiations at the level of the enterprise better reflecting the financial situation of the enterprise. Furthermore, collective bargaining will shift the focus of negotiations towards boosting productivity.*

*Collective bargaining under the Bill will be less bound by regulation and red tape and is designed to have a positive impact on labour productivity.<sup>3</sup>*

- 4.2 Master Builders' experience of the FW Act and its regulation of enterprise bargaining has been that the reality of its application has fallen well short of the ideals expressed in the extract from the Explanatory Memorandum just quoted. Master Builders' policy emphasis is on industrial relations reform that delivers productivity benefits. Industrial relations reform must be a high priority to meet Australia's current and future economic needs. This requires productivity-based reform that includes assessment of the effectiveness of

---

<sup>2</sup> *The Coalition's Policy to Improve the Fair Work Laws*, May 2013, p32, <http://paweb-static.s3.amazonaws.com/Policies/FairWork.pdf>

<sup>3</sup> *Fair Work Bill 2008 Explanatory Memorandum* [http://www5.austlii.edu.au/au/legis/cth/bill\\_em/fwb2008124/](http://www5.austlii.edu.au/au/legis/cth/bill_em/fwb2008124/)

current labour market policy and regulation as well as reforms that redress the union tactic of targeting the economic vulnerability of contractors in the building and construction industry against unlawful industrial action. In this context, we welcome the recent announcement of the Productivity Commission inquiry to examine the performance of the workplace relations framework and to identify improvements to it.<sup>4</sup>

4.3 During the course of that inquiry, Master Builders will emphasise the defects in the FW Act that prevent the enterprise bargaining system delivering productivity benefits. For present purposes and in the context of the Bill, we note that the extract from the Explanatory Memorandum quoted in paragraph 4.1 indicates that under the FW Act, the circumstances of the individual enterprise may be taken into account in reaching agreement. In the building and construction industry that is not the case in the majority of instances. Pattern bargaining, that is often presented by unions to Master Builders' members on a "sign up or else" basis, remains a major problem for the industry and prevents the very heart of what has been identified as promoting productivity in the FW Act from occurring. The FW Act does not appropriately address the issue of pattern bargaining and the restrictive work practices which proliferate in those pattern agreements.

4.4 Pattern bargaining remains a blight on the building and construction industry, a drag on productivity and detracts from value-for-money in government and private procurement. It is a practice that is sold by the unions as a means to obtain industrial peace. Pattern bargaining leads to poor outcomes for all concerned, particularly in relation to the loss of value-for-money in public works. As the Cole Royal Commission found, the results of pattern bargaining "have been detrimental to both workers and employers, to the industry and to the national economy."<sup>5</sup> Practices which do not permit changes or operations at the workplace to be made in the interests of the enterprise are common in building and construction industry pattern agreements. In addition, a number of the pattern agreements provide monopolistic commercial benefits to unions that entrench their power. Following are examples of the former kind extracted from a CFMEU pattern agreement operating in Queensland (Attachment A):

---

<sup>4</sup> Australian Government Productivity Commission, Workplace Relations Framework <http://www.pc.gov.au/news-and-media/latest/workplace-relations-framework>

<sup>5</sup> Final Report of the Royal Commission into the Building and Construction Industry Vol 1 p28

#### 4.4.1 Casual Employment

The CFMU template agreement is restrictive in providing a minimum 8 hours engagement for a casual when compared to the *Building and Construction General On-Site Award 2010* (the Award) minimum 4 hours.

The CFMU template agreement is restrictive in providing a minimum weekly payment for a casual for superannuation and redundancy payments that cannot be pro-rated. Engagement of a casual for one day requires the employer to pay a full week's superannuation.

*11.5 For the purposes of clarity, the applicable contributions to CBUS/BUSS(Q), BERT, CIPQ and BEWT must be made by employers in respect of casual employees.*

#### 4.4.2 Notice of Termination

The CFMEU template agreement restricts the termination of some employees requiring a minimum of five days' notice (being five times the daily hire one day requirement in the Award) as well as mandated consultation.

*14.4 In cases where the employer is considering transferring or terminating the services of an elected Union Delegate or a Workplace Health and Safety Representative, a five day mandatory consultation period shall be initiated by the employer prior to any final decision on transfer or termination being made. The affected employee will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process. If the employer fails to comply with any of these requirements, the notice period that the employer must give to the affected employee shall be increased to 4 weeks.*

#### 4.4.3 Higher Rates of Pay

The CFMEU template requires that employers pay higher rates on large projects via what is known as a “jump up” clause:<sup>6</sup>

##### 17.4 Jump up Clauses

*Where employees are working on a site where a site specific major project agreement is in place and is more favourable to such employees than this agreement, the more favourable entitlement applies.*

#### 4.4.4 Productivity Schemes Prohibited

The CFMEU template prohibits productivity schemes without the union’s consent.

*19.1 Productivity Schemes will be prohibited unless written agreement has been reached with all parties to this Agreement.*

#### 4.4.5 Restricted Normal Working Hours

The CFMEU template restricts normal working hours per day and per week without union consent.

*24.2 The maximum number of hours worked on site by any employee will be not more than 58 hours per week, which shall be taken to mean no more than 10 hours per day Monday to Friday and 8 hours Saturday. In certain circumstances, hours may be extended to perform works which are critical to the ongoing productivity of other workers on the project or where a critical work task is delayed due to unforeseen circumstances. However, it is agreed that Sunday work and hours in excess of the aforementioned will not be worked unless written agreement is reached between the parties. Whilst such agreement will not be unreasonably withheld, an appropriate consultative process must be implemented prior to agreement being sought.*

---

<sup>6</sup> These clauses are explained by Forsyth et al in *Workplace Relations in the Building and Construction Industry* (LexisNexis 2007) at paragraph 4.10.4 as follows:

*In practice, if a site allowance or other terms and conditions of employment at a site upon which a subcontractor is to be engaged are superior to the terms and conditions set out in the subcontractor’s agreement, the jump-up clause has the effect of applying the superior terms and conditions to the subcontractor’s employees whilst they perform work at that site. Although it is not exclusively the case, the predominant purpose of a jump-up clause arrangement is to secure prevailing site allowances for employees who are not permanently engaged on the site.*



#### 4.4.6 Contractor Rates of Pay

The CFMEU template requires that contractors are paid the same rates as employees.

#### 35.2 Use of Contractors

*If the employer wishes to engage contractors and their employees to perform work in the classifications covered by this agreement, the employer must first consult in good faith with potentially affected employees and their union. Consultation will occur prior to the engagement of sub-contractors for the construction works. If, after consultation, the employer decides to engage bona fide contractors, these contractors and their employees will receive terms and conditions of engagement (or terms no less favourable) as they would receive if they were engaged as employees under this agreement performing the same work. The use of sham subcontracting arrangements is a breach of this agreement.*

#### 4.4.7 All-In Payments Prohibited

The CFMEU template prohibits 'all-in payments' or piece work rates.

#### 38 All-In Payments (Calculation of Default Rate)

*All-in payments to employees will not be made. All-in payments are defined as an hourly rate or piece work rate which is meant to cover wages and/or allowances and/or conditions, such as annual leave, sick leave, etc.*

#### 4.4.8 Multiple Crane Drivers

The CFMEU template requires two drivers for each crane.

*28.4.1 The crane crew for each crane must consist of the following:*

- (i) A crane driver*
- (ii) A dog man/stand-by driver*
- (iii) A dog man*

- 4.5 In respect of the sorts of provisions which entrench commercial advantage for the union mentioned in paragraph 4.4 of this submission, the requirement set out in the CFMEU pattern agreement promoted in the Australian Capital Territory requires monies to be placed with a company, ABN 69 009 098 864,<sup>7</sup> which uses a Built-Plus policy relating to income protection. We

---

<sup>7</sup> ABN for Jardine Lloyd Thompson P/L.

understand that the CFMEU receives a commission for moneys paid in respect of Built-Plus policies: Attachment B is a document which sets out the “promoter” Creative Safety Initiatives (sic) Trust (which we understand is controlled by the CFMEU) receives from 8.89% to 13.34% of all contributions made to Built-Plus. Clause 37 of the ACT pattern agreement dealing with this matter is as follows:

***Income Protection Insurance***

*At a cost of no more than \$20 per week, per Employee (see Clause 1.7 of this Agreement) the Company will provide the income protection insurance offered by Jardine Lloyd Thompson Pty Limited under its Built-Plus policy, to those Employees who are able to be insured under the terms and conditions of that policy.*

*Income Protection will be paid for all periods of Employees (sic) authorised absence.*

*The cost of BUILT-PLUS policy will not exceed \$20 per week per Employee during the nominal term of this Agreement.*

*It is agreed Income Protection Insurance will be paid quarterly.*

*It is agreed that if the Company has not made a valid or current insurance payment the Company shall be liable for any loss of earnings or benefits that would have otherwise been given to the Employee.*

- 4.6 The FW Act does not contain a requirement that parties must be acting in good faith before accessing industrial action. Instead the threshold is that of “genuinely trying” to reach agreement, discussed in detail below. This means that the applicant must demonstrate “that it has clearly articulated the major items it is seeking for inclusion in the agreement, and to have provided a considered response to any demands made by the other side.”<sup>8</sup> One of the adverse effects of the requirement that parties not be acting in good faith before accessing industrial action is seen in the prevailing culture in the building and construction industry. This culture is reflective of the fact that unions force parties to sign up to pattern or template agreements or they will suffer the consequences of industrial disruption, both lawful and unlawful ie the ‘sign up or else’ culture that has been identified by the Cole Royal Commission. Recently this culture has been further exposed in the interim report of the Royal Commission into Trade Union Governance and Corruption.

---

<sup>8</sup> *Total Marine Services P/L v Maritime Union of Australia* (2009) 189 IR 407 at para 32

The conduct and activities of the CFMEU dominate the interim report. The related case studies in Part 8 of the interim report are said by the Royal Commissioner to raise ‘fundamental issues about the regulation of the building and construction industry, and the culture of wilful defiance of the law which appears to lie at the core of the CFMEU.’<sup>9</sup>

- 4.7 The FW Act does not contain a requirement that a party must satisfy the Commission that it is not pattern bargaining before applying for a protected action ballot.<sup>10</sup> This omission, combined with the absence of any constraints relating to good faith bargaining, has contributed to the culture of ‘sign up or else’ agreement making.
- 4.8 While the FW Act does permit an employer to seek to prevent industrial action from being taken where a party is pattern bargaining, this can only occur once it becomes clear that the action is taking place (typically three days’ notice<sup>11</sup>). Importantly, the highly influential *John Holland* case<sup>12</sup> found that a party can still be genuinely trying to reach agreement even if it is pattern bargaining. This decision in its interpretation of the FW Act effectively permits pattern bargaining to be commonplace and is therefore a matter that stifles rather than promotes productivity. It permits unions in the building and construction industry to roll out pattern agreements that not only lock-in practices of the kind referred to in paragraphs 4.4 and 4.5 above but which also entrench its power.
- 4.9 Ideally, the FW Act should be changed by the Bill so that protected industrial action in pursuit of a pattern agreement is proscribed. This change would not prohibit the pursuit of pattern agreements per se. However, it would mean that protected industrial action to pursue the pattern without an adjustment for

---

<sup>9</sup> <http://www.tradeunionroyalcommission.gov.au/reports/Pages/default.aspx>. page 26 Volume 1

<sup>10</sup> See *John Holland Pty Ltd v the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union* (2010) 194 IR 239; [2010] FWAFB 526, at paras 31-41.

<sup>11</sup> Section 414(1) and (2) of the FW Act are as follows:

*414(1) Before a person engages in employee claim action for a proposed enterprise agreement, a bargaining representative of an employee who will be covered by the agreement must give written notice of the action to the employer of the employee.*

*414(2) The period of notice must be at least:*

*(a) 3 working days; or*

*(b) if a protected action ballot order for the employee claim action specifies a longer period of notice for the purposes of this paragraph – that period of notice.*

<sup>12</sup> Above note 10

a specific enterprise would not be available. In essence, this change would prevent protected industrial action being available where an un-amended pattern agreement is proffered on a 'sign up or else' basis.

- 4.10 Whilst some controversy attends whether or not industrial relations affects productivity, there can be little doubt that where it entrenches outmoded work practices and self-serving union-based interests, it damages productivity. As for example isolated by Hancock et al<sup>13</sup>

*Productivity, in our view, should be regarded as a long-term rather than a short-term policy issue. From that perspective, industrial relations, if relevant, are likely to be so for two main reasons. **One is that resistances to change in the areas of production, numbers of workers, technology and work practices are likely to act as a brake on productivity growth.** This is generally understood. Disagreements arise with respect to the means of releasing the brake.*<sup>14</sup>

## 5 The Reforms Made by the Bill

- 5.1 The Bill provides the first steps towards a re-focus on productivity in the workplace relations system that Master Builders will be communicating to the Productivity Commission.
- 5.2 The reforms are fully supported and are next discussed in turn.
- 5.3 Item 1 of Schedule 1
- 5.3.1 Item 1 of Schedule 1 of the Bill would insert a new subsection in s187 FW Act, that is s187(1A). The Fair Work Commission (Commission) must approve an agreement submitted to it under s185 FW Act if the requirements in sections 186 and 187 are met. In this context, the requirements of s187 are referred to as 'additional requirements' in the terms of s 187(1).
- 5.3.2 The requirements of proposed s187(1A) are simple. Other than for greenfields agreements, the Commission must be satisfied that improvements to productivity *at the workplace* were discussed during bargaining for the agreement. This is the very essence of

---

<sup>13</sup> Keith Hancock, Tracy Bai, Joanne Flavel & Anna Lane, *Industrial Relations and Productivity in Australia*, 29 June 2007, National Institute of Labour Studies, Flinders University, Adelaide, South Australia <http://www.flinders.edu.au/sabs/nils-files/reports/Productivity.pdf>

<sup>14</sup> Id at p34

what was intended to be the basis of the bargaining system that was reflected in the former Government's intentions as expressed in the Explanatory Memorandum for the Fair Work Bill extracted earlier in this submission.

5.3.3 Provisions which add to the impetus to ensure that the enterprise bargaining system requires discussions about improvements to productivity at the workplace level are welcomed. They are essential discussions in the process of releasing the brake on productivity growth imposed by unproductive work practices.

5.3.4 Master Builders notes that the notion of productivity is not defined in the Bill. Usefully, however, the Explanatory Memorandum for the Bill indicates that the phrase has its ordinary meaning (clause 6). As well, clause 7 of the Explanatory Memorandum provides a helpful indication of what are examples of improvements to productivity as follows:

- ***elimination of restrictive or inefficient work practices;***
- *initiatives to provide employees with greater responsibilities or additional skills directly translating to improved outcomes; and*
- *improvements to the design, efficiency and effectiveness of workplace procedures and practices.*

5.3.5 Master Builders supports the emphasis on the elimination of restrictive or inefficient work practices which abound in the building and construction industry: we reiterate that the examples in paragraph 4.4 of this submission are not exhaustive.

#### 5.4 Schedule 1 Items 2-4

5.4.1 These items would make changes to section 443 FW Act. When considering whether to make a protected action ballot order (the FW Act's precursor to the taking of protected industrial action), section 443 requires the Commission to make an order where an application has been made under section 437 FW Act and the Commission is satisfied that each applicant has been and is genuinely trying to reach agreement with the relevant employer: a matter referred to earlier in paragraph 4.6 of this submission.

- 5.4.2 Item 2 of Schedule 1 makes it clear that the Commission is only able to make a protected action ballot order where the circumstances in section 443(1) prevail. It could not make an order otherwise. Current section 443(2), which now contains the restriction on the Commission just discussed is repealed and replaced with a new s443(2) discussed below at paragraph 5.4.5.
- 5.4.3 Item 3 of Schedule 1 would insert a new subsection s 443(1A). This subsection would set out the non-exhaustive matters that the Commission must have regard to when considering if an applicant has been and is genuinely trying to reach an agreement. The Commission must also have regard to all relevant circumstances. The Explanatory Memorandum indicates that the principles which comprise the non-exhaustive list are derived from the Commission Full Bench decision in *Total Marine Services P/L v Maritime Union of Australia*.<sup>15</sup> The specific matters that the Commission must take into account are:
- the steps taken by each applicant to try to reach an agreement;
  - the extent to which each applicant has communicated its claims in relation to the agreement;
  - whether each applicant has provided a considered response to proposals made by the employer; and
  - the extent to which bargaining for the agreement has progressed.
- 5.4.4 The Explanatory Memorandum for the Bill at clause 15 indicates that the addition of these specific matters is intended to provide “for greater transparency in relation to how an applicant for a protected action ballot order demonstrates it has been, and is, genuinely trying to reach an agreement, having regard to all relevant circumstances of bargaining.” Master Builders welcomes this additional element of transparency, noting that the requirements are hence moved closer to the notion of good faith in bargaining as mentioned at paragraph 4.6 above. However, as indicated in clause

---

<sup>15</sup> Above note 8.

18 of the Explanatory Memorandum, the amendment is not intended to affect the meaning of “genuinely trying to reach an agreement” where the phrase occurs elsewhere in the FW Act. Accordingly, the manner in which pattern bargaining has been affected by the confining interpretation given to that phrase within section 412 FW Act, as expressed in the *John Holland* decision discussed above in paragraphs 4.7 and 4.8, will not be altered by the Bill. **Master Builders recommends that the law be reformed so that in section 412 there is a change to give the provision meaning.** That change should require an applicant for a protected action ballot order to show that it is not pattern bargaining by having an obligation to demonstrate a preparedness to negotiate an agreement which takes account of the individual circumstances of the business of the employer (or the relevant part of that business) with whom the applicant is negotiating.<sup>16</sup> This change would reinforce the intention of the framers of the FW Act as expressed in the extract from the Explanatory Memorandum quoted at paragraph 4.1 of this submission as well as reinforcing the intention of the Bill to advance productivity.

5.4.5 Item 4 of Schedule 1 would introduce a new subsection 443(2). This provision sets out the circumstances in which the Commission must make a protected action ballot order. The Commission must not make a protected action ballot order in relation to a proposed enterprise agreement if the Commission is satisfied that the bargaining claims of an applicant:

- are manifestly excessive, having regard to the conditions at the workplace and the industry in which the employer operates; or
- would have a significantly adverse impact on productivity at the workplace.

5.4.6 The term “manifestly excessive” is not defined. The Explanatory Memorandum for the Bill says:

*When considering whether the bargaining claims of an applicant are manifestly excessive, the FWC will retain*

---

<sup>16</sup> Cf s 421(4)(a) *Workplace Relations Act, 1996 (Cth)*

*discretion about the matters it takes into consideration. The phrase ‘manifestly excessive’ is intended to be directed at claims that are evidently or obviously out of range or above and beyond what is necessary, reasonable, proper or capable of being met by the employer, when compared to the conditions at the workplace and the industry in which the employer operates.<sup>17</sup>*

- 5.4.7 Similarly, the criterion concerning the conditions at the workplace is to be broadly applied. The Explanatory Memorandum says:

*The requirement for the FWC to assess the claims of an applicant having regard to the conditions at the workplace is intended to be interpreted broadly and encompasses both the terms and conditions of employment at the workplace, and other matters, such as the financial situation of the workplace or the relevant industry, or matters of logistics or operational capacity.<sup>18</sup>*

- 5.4.8 Further,

*Whether a claim will have a significant adverse impact on productivity will depend on the characteristics and capabilities of the workplace, which would be established on the facts and circumstances surrounding the protected action ballot application.<sup>19</sup>*

- 5.4.9 Master Builders supports the changes to the FW Act that would be introduced by Item 4 of Schedule 1. The first requirement would discard the remnants of vastly exaggerated ambit claims which were a feature of the industrial relations system before it was largely based on the corporations power. Some level of an ambit claim may, however, be maintained because of the express limitation in the language of the phrase “manifestly excessive”.

- 5.4.10 The second change returns the focus of negotiations to the workplace and enshrines the idea of the need to ensure productivity at the individual workplace as a linchpin of enterprise bargaining. It is also a requirement that partly addresses the problem of pattern bargaining and is welcomed.

---

<sup>17</sup> Clause 21 Explanatory Memorandum for the *Fair Work Amendment (Bargaining Processes) Bill 2014*

<sup>18</sup> *Ibid*

<sup>19</sup> *Id* at para 22



## 6 Conclusion

- 6.1 Master Builders fully supports the Bill. Ahead of the 2015 Productivity Commission inquiry into workplace relations, it will introduce changes to the system which will provide greater focus on individual workplace productivity, a matter that was intended to be at the heart of the FW Act.
- 6.2 Master Builders supports a further, immediate reform as set out in paragraph 5.4.4 of this submission, a reform that would strengthen the terms of s412 FW Act.

\*\*\*\*\*

[REDACTED]

and

The Construction, Forestry, Mining & Energy, Union,  
Construction and General Division,  
Queensland Construction Workers Divisional Branch

and

Construction, Forestry, Mining & Energy Union Construction and  
General Division, Queensland Builders Labourers Divisional  
Branch

[REDACTED]

**Union Collective Agreement**

**ARRANGEMENT**

<b><u>Subject</u></b>	<b><u>Clause Number</u></b>
Title.....	1
Date of Operation.....	2
Application of Agreement.....	3
Parties Bound.....	4
Relationship to Awards, Agreements & Other Legally Binding Documents.....	5
Definitions.....	6
Grievance & Dispute Settling Procedures.....	7
Procedure for Dealing with Safety Issues or Incidents.....	8
Tool Box Meetings.....	9
Contract of Employment.....	10
Casual Employment.....	11
Apprentices.....	12
Job Security.....	13
Termination.....	14
Redundancy.....	15
Classifications.....	16
Wages.....	17
Allowances.....	18
Productivity Schemes.....	19
Wage Payment Details.....	20
Superannuation.....	21
Salary Sacrifice.....	22
Income Protection & Portable Unused Sick Leave.....	23
Hours of Work.....	24
Rostered days off scheme details.....	25
Leave.....	26
Training & Related Matters.....	27
Occupational Health & Safety Matters, Equipment, Tools and Amenities.....	28
Time & Wages Record.....	29
Union Delegate Rights.....	30
Union Training Leave.....	31
Union Rights Promoting Representation of Members.....	32
Consultation.....	33
Flexibility.....	34
Employment Security Staffing Levels.....	35
Compliance with this Certified Agreement.....	36
Compliance with Statutory Requirements.....	37
All in Payments.....	38
Posting of Agreement and Notices.....	39
Severability.....	40
Wages.....	App 1, 1A, 1B
Allowances.....	Appendix 2
Rostered Days off Calendar.....	Appendix 3
Impairment Policy.....	Appendix 4
Audit Certificate.....	Appendix 5A, 5B
New Entrant Trainee Wages.....	Appendix 6
Endorsement of the Agreement.....	Appendix 7

**1 TITLE**

This Agreement is known as the: [REDACTED] and CFMEU union collective agreement 2011- - 2015.

**2 DATE OF OPERATION**

This agreement remains in force until 31 March 2015. The Agreement will continue to apply beyond its expiration date until it is replaced by another agreement with, or which covers, the Construction, Forestry, Mining & Energy Union (CFMEU).Construction and General Division, Queensland Construction Workers Divisional Branch and the Construction, Forestry, Mining & Energy Union Construction and General Division, Queensland Builders' Labourers' Divisional Branch (BLF)

**3 APPLICATION OF AGREEMENT**

This Agreement applies to [REDACTED] hereinafter referred to as "the employer", the CFMEU signatory to this Agreement and all employees of the employer engaged in construction work and/or for whom classifications and rates of pay are provided by this agreement. This agreement only applies to:

- a) work done in Queensland and work temporarily done outside Queensland by employees who are based in Queensland; and
- b) work done in the Northern Territory and work temporarily done outside the Northern Territory by employees who are based in the Northern Territory.

**4 PARTIES BOUND AND COVERED**

This agreement is legally binding upon and covers the employer, its employees and the Construction, Forestry, Mining & Energy, Union, Construction and General Division, Queensland Construction Workers Divisional Branch (CFMEU) and the Construction, Forestry, Mining & Energy Union Construction and General Division, Queensland Builders' Labourers' Divisional Branch (BLF).

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

This agreement is intended to be interpreted in conjunction with the following awards and orders, even if any of them ceases to exist:

- Building and Construction General On –Site Award 2010.
- National Building & Construction Industry Award 2000
- Queensland Industrial Relations Commission Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (Excluding certain Queensland Government entities) 2003.
- Queensland Industrial Relations Commission Order (No. B1849 of 1997) Supply of tools to apprentices
- Mobile Crane Hiring Award 2010

Where this agreement is silent, the terms of the above awards and orders as amended from time to time apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the above awards and orders, or another term of this agreement, it is agreed that the higher wage outcome or other outcome more favourable to the employee will apply.

**6 DEFINITIONS**

- 6.1 "FWA" means Fair Work Australia
- 6.2 'QIRC' means the Queensland Industrial Relations Commission.
- 6.3 'All-in payments' are defined as an all inclusive hourly rate, piece work rate, meterage rate or 'contract' rate which is intended to include wages and/or allowances and/or conditions, such as annual leave, sick leave, overtime, etc.
- 6.4 "Apprentice" or Trainee means an Apprentice or Trainee within the meaning of the Vocational Education, Training and Employment Act 2000 ('VETE Act"). "Apprenticeship" and Traineeship has a corresponding meaning..
- 6.5 "BERT" is an acronym for the Building Employees Redundancy Trust ACN 82 010 917 281 (BERT Fund) as described in the Trust Deed creating the BERT Fund.

- 6.6 "BEWT" is an acronym for the Building Employees Welfare Trust. The "BEWT Fund" means the fund established pursuant to a deed between B.E.R.T Pty Limited i. "Trustee of the BEWT Fund" means B.E.R.T Pty Limited or any trustee appointed under the BERT Redundancy Trust Deed.
- 6.6 "CBUS" is an acronym for the Construction & Building Industry Superannuation Pty Ltd. ABN 75 493 363 262
- 6.7 "BUSS(Q)" is an acronym for the Building Unions Superannuation Scheme (Queensland) Pty Ltd. ABN 85 571 332 201 (BUSSQ).
- 6.8 "CIPQ" means Construction Income Protection Queensland Ltd (ACN 110 841 962)
- 6.9 "Injury" shall have the same definition as the *Workers' Compensation and Rehabilitation Act 2003*.
- ~~6.10 "Overtime" means any time worked in excess of or outside of the ordinary working hours.~~
- 6.11 "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.
- 6.12 "Special Class Tradesperson" means a tradesperson who is engaged on work which requires the use of complex, high quality trade skills and experience which are not generally exercised in normal Construction work. For the purpose of this definition, complex and high quality trade skills and experience will be deemed to be acquired by the tradesperson:
- a) Having had not less than 12 months on-the-job experience of such skilled work, and
  - b) Having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means including the on-the-job experience, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of expertise/skill.
- 6.13 "Union" means the Union set out in clause 4 of this Agreement.
- 6.14 "Union Delegate" means an employee elected by union members and endorsed by the relevant union to represent the industrial interests of union members employed by the Employer as required. All parties to this agreement shall be notified as soon as practicable after the election of a Union Delegate.
- 6.15 "Worker" means an employee of the employer.
- 6.16 "Kept Waiting for wages on pay day" means all such time spent waiting, wherever the waiting is done.
- 6.17 "AREOs" Authorised Representatives of Employee Organisations under the Workplace Health & Safety Act

## **7 GRIEVANCE AND DISPUTE SETTLING PROCEDURES**

- 7.1 If a dispute arises about any matter under or in any way related to this agreement, the NES (including subsections 65(5) or 76(4) of the Fair Work Act), or any other work-related matter (including a dispute about whether a workplace right has been breached) the parties to the dispute will attempt to resolve the dispute at the workplace level. Where such discussions do not resolve the dispute the parties will attempt to resolve the dispute by further discussion with more senior levels of management.
- 7.2 A party may refer the dispute to Fair Work Australia (FWA) to settle the dispute where:
- a) the dispute cannot be resolved at the workplace level; or
  - b) the dispute is not being progressed in a timely manner; or
  - c) there are aspects of the nature of the dispute which require the dispute to be dealt with urgently; or
  - d) the employer and the other party in dispute otherwise agree to refer the dispute.
- 7.3 FWA may deal with the dispute using all the procedures available to it under the Act and may attempt to settle the dispute by conciliation or mediation or, where the parties agree, a recommendation or expression of opinion by FWA. If the dispute remains unresolved, FWA may settle the dispute by arbitration.
- 7.4 A decision of FWA under this dispute resolution procedure will bind the parties.

- 7.5 Notwithstanding clause 4, either party may exercise a right of appeal against the decision to a Full Bench.
- 7.6 Parties to a dispute may appoint a person or organisation of their choosing to represent them in the dispute settlement process. In the absence of any express appointment to the contrary, union members shall be represented by their union at all stages of the dispute settlement process. The company agrees to engage with the union in good faith for the purposes of dispute resolution including by allowing the relevant union official to enter the workplace to assist with representing employees to deal with a dispute under the terms of this dispute resolution procedure.

The employer agrees to engage with the union in good faith for the purposes of dispute resolution including by allowing the employees access to a relevant union official in the workplace to assist with representing employees dealing with a dispute under the terms of this dispute resolution procedure.

## **8 PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS**

- 8.1 The employer will in addition to ensuring compliance with Australian Standards, implement the best achievable level of health and safety. Particular emphasis will be placed on the establishment of consultative mechanisms which will include:

- The election of Workplace Health and Safety Representatives who will represent employees in health and safety matters;
- an occupational health and safety committee

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

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

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

AREOs are not required to provide any information or particulars of any suspected contravention of safety law prior to conducting inspections or discussions on site.

Employees are not required to work in circumstances where the employee or a relevant AREO reasonably believes a safety law is being, or will be, contravened.

## **9 TOOL BOX MEETINGS**

- 9.1 A tool box meeting will be held per site each month to facilitate and foster communication and consultation. Items to be discussed at each meeting may include: programming of site work, site issues, Workplace Health and Safety, job design, productivity issues, management policies, agreement compliance, wages and conditions, compliance with statutory obligations, any other relevant issue raised. Notice of the meeting will be given at least a week prior to the scheduled date.

## **10 CONTRACT OF EMPLOYMENT**

- 10.1 At the point of engagement of each employee, the employer must inform the person in writing whether the engagement is on a permanent or casual basis, stating by whom the employee is employed, the job performed, the classification level, and the relevant rate of pay. Each new employee shall upon commencement also be provided with a copy of this agreement upon request.
- 10.2 The employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training consistent with the employee's classification provided that such duties are not designed to promote deskilling.
- 10.3 If an employee is absent from work for a period for which they have or will claim worker's compensation, the employee's contract of employment shall remain intact during the period of absence. The employer shall continue to make contributions (and where applicable, reports of service) on behalf of the employee to CBUS/BUSS (Q), BERT, BEWT, CIPQ and QLeave/NTBuild. The employee shall also continue to accrue all appropriate leave entitlements for the first twelve months of the employee's absence due to the Workers Compensation claim.

## **11 CASUAL EMPLOYMENT**

- 11.1 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. Provided further that a casual employee is entitled to unpaid bereavement and carer's leave.
- 11.2 Except on Saturdays and Sundays, on each occasion a casual employee is required to attend work, the employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO). On Saturdays and Sundays, a casual employee is entitled to payment for a minimum of four (4) hours (with 0.8 of an hour on each of these days accruing toward an RDO), plus the relevant fares and travel allowance prescribed by clause 18.1.
- 11.3 A casual employee for working ordinary time shall be paid 125% of the hourly rate prescribed in Appendix 1 for the employee's classification.
- 11.4 A casual employee required to work overtime or weekend work shall be entitled to the relevant penalty rates prescribed in this Agreement:
- a) where the relevant penalty rate is time and a half, the employee shall be paid 175% of the hourly rate prescribed by clause 18 for the employee's classification and;
  - b) where the relevant penalty rate is double time, the employee shall be paid 225% of the hourly rate prescribed by clause 18 for the employee's classification.
- 11.5 For the purposes of clarity, the applicable contributions to CBUS/BUSS (Q), BERT, CIPQ and BEWT must be made by employers in respect of casual employees. A casual employee shall also be entitled to receive penalty payments for overtime, work performed on weekends and work performed on public holidays.
- 11.6 Termination of all casual engagements shall require one hours notice on either side or the payment or forfeiture of one hour's pay, as the case may be. This clause will not reduce the entitlements of injured employees.

## **12 APPRENTICES / TRAINEES**

- 12.1 Apprentices / Trainees shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement.
- 12.2 Training arrangements for Apprentices / Trainees shall be as provided in the former orders of the Queensland Industrial Relations Commission.
- 12.3 Apprentices / Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.
- 12.4 The employer shall be responsible for meeting all costs associated with Apprenticeship / Traineeship training, including any student registration, tuition fee or other course costs.

## **13 JOB SECURITY**

- 13.1 The parties to this agreement will develop a policy to maximise the continuity of employment for permanent employees and to ensure that permanent employment opportunities are not eliminated or eroded.

## **14 TERMINATION**

- 14.1 The employer shall provide to each terminated employee a written statement specifying the period of employment and the classification or type of work performed by the employee.
- 14.2 The employer shall pay each terminated employee all accrued entitlements and other wages owing within two business days of termination or the employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the employee remains on the job).
- 14.3 The employer shall pay each dismissed employee for any public holiday that occurs in the period of annual leave that would have been payable had the employee commenced annual leave on the date of termination. Where the employee's leave balance would not include public holidays occurring within the 10 working days (excluding weekends) following termination, the employee shall receive payment for these days.
- 14.4 In cases where the employer is considering transferring or terminating the services of an elected Union Delegate or a Workplace Health and Safety Representative, a five day mandatory consultation period shall be

initiated by the employer prior to any final decision on transfer or termination being made. The affected employee will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process. If the employer fails to comply with any of these requirements, the notice period that the employer must give to the affected employee shall be increased to 4 weeks.

**15 REDUNDANCY**

15.1 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.

15.2 The employer will contribute on behalf of each employee the following minimum weekly amount:

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

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) an amount equal to the following:

- \$6.82 per employee effective first pay period effective January 2011
- \$10.20 per employee effective first pay period effective January 2012
- \$11.00 per employee effective first pay period effective January 2013
- \$11.90 per employee effective first pay period effective January 2014
- \$12.45 per employee effective first pay period effective January 2015

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

1 <sup>st</sup> Stage	2 <sup>nd</sup> Stage	3 <sup>rd</sup> Stage	4 <sup>th</sup> Stage
45%	55%	75%	90%

15.3 Contributions will continue to be paid on behalf of an employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by Q-Leave or NTBuild), public holidays, sick leave and bereavement leave. The employer shall also be required to make contributions while an employee is absent from work and is claiming Workers Compensation for a maximum period of 12 months.

15.4 Where the employee's balance in the BERT Fund reaches \$12000.00 or an amount that equals 10 weeks wages, the employee will have the option to continue to have contributions paid into BERT or redirected to CBUS/BUSS (Q). It is the employee's option only. Where an employee exercises (or has exercised) this option, his or her redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.

15.5 Contributions to BERT must be made, at the minimum, on a monthly basis. Details of the employer's contribution for each month including when contribution was made and for how much, are to be shown on the employee's wage statement by the end of the second week of each subsequent month.

**16 CLASSIFICATIONS**

16.1 The classification levels for employees engaged under this agreement shall be read in accordance with clauses 5.1 & 5.2 of the Building Construction Industry Award State 2003, and the Mobile Crane Hiring Award 2010, unless specifically amended by the terms of this agreement. Classification levels, relativities, pay rates and other details are contained in Appendix 1, 1A, & 1B.

16.2 *Workplace Health and Safety Representative*

Where the employer employees elect a Safety Representative, he/she will be paid 5% more than his/her classification. This allowance is payable providing the Safety Representative gives an undertaking to receive accredited Safety Representative training as provided in this agreement. The payment shall be made for all purposes.



16.3 *Marker/Setter Out*

An employee performing the work of a marker/setter out (as defined) shall be paid 5% in addition to their existing classification. The payment shall be made for all purposes.

**17 WAGES**

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

- 2.5% from the 1<sup>st</sup> July 2011 plus;
- 2.5% from the 1<sup>st</sup> January 2012 plus;
- 5% from the 1<sup>st</sup> July 2012 plus;
- 5% from the 1<sup>st</sup> July 2013 plus;
- 5% from the 1<sup>st</sup> July 2014 plus;
- 5% from the 1<sup>st</sup> July 2015.

17.2 The wage rates detailed in Appendix 1 of this agreement are structured as follows:

The wage rates detailed in Appendix 1 also include the weekly hand tool allowance (where relevant).

The ordinary time hourly rate for all purposes shall be calculated by dividing the appropriate weekly rate by 36.

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

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

17.4 *Jump up*

Where employees are working on a site where a site specific major project agreement is in place and is more favourable to such employees than this agreement, the more favourable entitlement applies.

**18 ALLOWANCES**

In addition to the wage rates prescribed in this Agreement, employees shall be paid additional allowances as provided for by the Building Construction Industry Award -State. The rates for the various allowances shall be as provided for below and/or in Appendix 2 of this agreement.

The rates for all allowances shall be payable from the commencement of the first pay period after the dates specified.

18.1 *Fares and Travel Allowance*

All employees shall be entitled to receive the fares and travel allowance in accordance with clause 8.1 of the Building Construction Industry Award – State 2003. The rates to be paid shall be as follows:

a) *Daily Entitlement*

1/01/2011	1/01/2012	1/01/2013	1/01/2014	01/01/2015
\$37.00	\$39.00	\$41.00	\$43.00	\$45.00

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

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

18.2 *Leading Hand*

A leading hand is an employee who is given by the employer, or the employer's agent, the responsibility of directing and/or supervising the work of one or more other persons. A person specifically appointed to be a leading hand, or a Workplace Health and Safety Officer or an Employee Representative will be paid the leading hand allowance appropriate for the number of persons in the employee's charge. Additionally, a leading hand

will be paid at the hourly rate of the highest classification supervised or the employee's own hourly rate, whichever is the highest.

18.3 *Living Away from Home Allowance*

Where an employee is engaged on distant work, the provision of reasonable board and lodgings will be supplied by the employer, at no cost to the employee.

Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings an ensuite with a toilet, shower and basin, both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

18.4 *Power Tools*

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

18.5 *Site Allowance*

A Site Allowance as detailed below will be paid as a flat amount for each hour worked and will remain unaltered for the duration of each project. At the commencement of any new project by the employer the employer will inform the relevant employees of the value of the project. Where there is a dispute with the value of the project, the Q-Leave declaration of the "total cost of work" will apply.

<u>Value of project</u>	<u>Site allowance</u>
\$5-\$15m	\$1.50
\$15-\$50m	\$2.00
\$50-\$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

**19 PRODUCTIVITY SCHEMES**

19.1 Productivity Schemes will be prohibited unless written agreement has been reached with all parties to this Agreement.

19.2 An employee may, only by written agreement signed by the employee and the employer, be paid an all-in rate.

19.3 Where an all in hourly rate is paid, the minimum rate shall be no less than the sum of the appropriate hourly wage rate, the applicable Site Allowance, one eighth of the daily travel allowance and an additional 75% loading.

19.4 The resulting hourly rate shall be multiplied by the number of hours worked to determine the total wage figure.

19.5 All Employees, including those receiving an all-in rate, shall at all times be entitled to the benefit of employer contributions to CBUS/BUSS (Q), BERT, CIPQ and BEWT. No agreement may be made to cash out or make payment in lieu of these entitlements.

**20 WAGE PAYMENT DETAILS**

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

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

**21 SUPERANNUATION**

21.1 All employees who are eligible members of the CFMEU, Construction and General Division, Queensland Construction Workers Divisional Branch shall be entitled to receive employer superannuation contributions and shall also co-contribute a minimum amount from their wages to CBUS (or where the employee so nominates, BUSS(Q)). CBUS shall be the default fund in the absence of a nominated Approved Superannuation Fund by the employee.

All employees who are eligible members of the CFMEU, Construction and General Division, Queensland Builders Labourers Divisional Branch shall be entitled to receive employer superannuation contributions and shall also co-contribute a minimum amount from their wages to BUSS(Q) (or where the employee so nominates, CBUS). BUSS(Q) shall be the default fund in the absence of a nominated Approved Superannuation Fund by the employee.

21.2 The employer will contribute on behalf of each employee the following minimum weekly amount:

\$166.00 per week effective first full pay period	January 2011
\$174.00 per week effective first full pay period	January 2012
\$182.00 per week effective first full pay period	January 2013
\$191.00 per week effective first full pay period	January 2014
\$200.00 per week effective first full pay period	January 2015

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

\$42.00 per week effective	1 <sup>st</sup> January 2011
\$45.00 per week effective	1 <sup>st</sup> January 2012
\$47.00 per week effective	1 <sup>st</sup> January 2013
\$49.00 per week effective	1 <sup>st</sup> January 2014
\$52.00 per week effective	1 <sup>st</sup> January 2015

21.4 The contributions in 21.2 and 21.3 shall be in addition to all other entitlements prescribed by this agreement.

21.5 a) Contributions for apprentices shall be calculated at the following rates:

- i) 9% of ordinary time earnings prior to 1 January 2013;
- ii) 10% of ordinary time earnings from 1 January 2013 until 31 December 2013;
- iii) 11% of ordinary time earnings from 1 January 2014 until 31 December 2014;
- iv) 12% of ordinary time earnings from 1 January 2015.

b) Apprentices shall co-contribute by the way of salary sacrifice 3% of ordinary time earnings.

- 21.6 The employer will, on behalf of the employee, forward the above amounts directly to each employee's superannuation account at least once each calendar month.
- 21.7 Contributions will continue to be paid on behalf of an employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by Q-Leave or NTBuild), public holidays, sick leave and bereavement leave. The employer shall also be required to make contributions while an employee is absent from work and is claiming Workers Compensation for a maximum period of 12 months.
- 21.8 Should it be established that the employer has failed to make payments as required; the employer shall be liable to make the appropriate contributions immediately upon being notified of the non-compliance. Further, the employer shall pay an additional 10% per annum (calculated on a pro-rata basis) to offset the interest that the contributions would have attracted in the relevant fund had they been paid on the due dates. The requirement for the employer to make retrospective payments shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

## **22 SALARY SACRIFICE ARRANGEMENTS**

Employees covered by this Agreement will have access to salary sacrifice arrangements in addition to the compulsory arrangement detailed above. The requirements of any such arrangements shall ensure that:

- a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual employee.
- b) The employee wishing to enter into a salary sacrifice arrangement will be required to notify his/her employer in writing of the intention to do so and have sought expert advice in relation to entering into such an arrangement.
- c) The employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the employees under the agreement.
- d) The co-contribution of superannuation payments referred to herein shall be made by way of salary sacrifice arrangements.

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

- 23.1 The Employer will contribute the following amounts (including GST) per week to CIPQ in respect of each of its employees for, or on account of, the premium insuring income protection for each of those employees and CIPQ's costs:
- a) from 1 July 2011 - \$18.00;
  - b) from 1 July 2012 - \$18.50;
  - c) from 1 July 2013 - \$19.00;
  - d) from 1 July 2014 - \$19.50;
- 23.2 If CIPQ decides that a higher weekly rate per employee must be paid or provided, the employer must pay that higher rate as and from the date CIPQ determines. Payment at the rate specified under this clause 23.2 from the date determined by CIPQ will satisfy the employer's obligations under 23.1
- 23.3 If an employer does not contribute to CIPQ an amount required under clause 23.1 in respect of each and every employee, the employer will pay an additional \$1500 per week on top of what CIPQ policy and costs (ie medical expenses, claims management and rehabilitation expenses) are for a period of three years.

## **24 HOURS OF WORK**

- 24.1 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 a.m. and 6.00 p.m. Monday to Friday.
- 24.2 The maximum number of hours worked on site by any employee will be not more than 58 hours per week, which shall be taken to mean no more than 10 hours per day Monday to Friday and 8 hours Saturday. In certain circumstances, hours may be extended to perform works which are critical to the ongoing productivity of other workers on the project or where a critical work task is delayed due to unforeseen circumstances. However, it is agreed that Sunday work and hours in excess of the aforementioned will not be worked unless written agreement is reached between the parties. Whilst such agreement will not be unreasonably withheld, an appropriate consultative process must be implemented prior to agreement being sought.

24.3 If an employer is found to have breached the previous sub clause on more than 2 instances in any 28 day period, each employee required to work in excess of the maximum hours shall be paid double time for all hours worked on that day.

## **25 ROSTERED DAYS OFF**

25.1 Ordinary working hours will be scheduled in a 10 day cycle, Monday to Friday inclusive, with 8 ordinary working hours worked for each of 9 days and with 0.8 of an hour on each of those days accruing toward the tenth day, which will be known as the rostered day off.

25.2 The maximum number of hours worked on site by any employee will be not more than 58 hours per week, which shall be taken to mean no more than 10 hours per day Monday to Friday and 8 hours Saturday. In certain circumstances, hours may be extended to perform works which are critical to the ongoing productivity of other workers on the project or where a critical work task is delayed due to unforeseen circumstances. However, it is agreed that Sunday work and hours in excess of the aforementioned will not be worked unless **written** agreement is reached between the parties. Whilst such agreement will not be unreasonably withheld, an appropriate consultative process must be implemented prior to agreement being sought.

25.3 Payment for rostered days off will include an entitlement to the daily fares and travel allowance.

25.4 Each day of paid leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes.

25.5 An employee who has not worked a complete cycle will receive *pro rata* accrued entitlements payable for the rostered day off.

25.6 Where an employer wants an employee or a number of employees to work on an RDO, the following process shall be followed:

- a) The employer must consult with the worker at least 1 week prior to the scheduled RDO which is proposed to be worked;
- b) Only those employees who agree to work will be required to work on the scheduled RDO;
- c) The employer will notify the Unions who are party to this Agreement it proposes to vary the RDO – such notice shall be in writing and be issued as soon as is practicable but no later than five (5) days prior to the scheduled RDO.

In circumstances where the work to be performed is directly related to safety, and this has been affirmed by the site safety committee, the above approval process shall not apply.

25.7 No employee shall be pressured to work on a Rostered Day Off. The decision to work on a Rostered Day Off shall remain entirely at the employee's discretion.

25.8 Where the above process has not been followed, all work performed on the Rostered Day Off shall be paid for at Saturday rates of pay. All other entitlements relating to Saturday work shall also apply.

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

25.10 Up to five (5) RDOs, other than those nominated in the Easter period may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be reconciled in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year. Ordinary time rates of pay apply to accrued RDOs.

25.11 Where these flexible RDOs are not taken by the 31<sup>st</sup> May in the following year they shall attract a 17.5% loading similar to annual leave.

25.12 Additional RDOs may be substituted for an alternative date with no penalty rates applying provided the aforementioned process is followed. The alternative RDO will be taken not later than when the next scheduled RDO in the Calendar is due.

## **26 LEAVE**

26.1 Permanent employees shall be entitled to paid personal leave when they are absent from work due to:

- personal illness or injury (sick leave); or
- for the purposes of caring for partners, children and/or other household or family members who are sick or in a personal emergency and require the employee's care and support (carer's leave); or
- bereavement on the death of a family or household member or close family relative (bereavement leave).

26.2 Personal leave shall accrue as follows:

- Three days in the first month and then one additional day at the beginning of each of the next nine calendar months will be available in the first year of employment;
- Twelve days at the beginning of the employees second and each subsequent year will commence on the anniversary of engagement.
- All unused personal leave is cumulative.

26.3 Parental Leave will be in accordance with the *Fair Work Act*.

26.4 All employees covered by this Agreement are entitled to long service leave on full pay under, subject to, and in accordance with, relevant legislation. Section 43 subsection (4) of the Queensland Industrial Relations Act 1999 does not apply to employees covered by this agreement.

26.5 Employees may take unpaid leave. Such leave will be subject to the employer's approval except for up to 5 days per year of unpaid leave, which may be taken by notice given at or before the commencement of such leave. Unpaid leave can be taken for less than a day.

26.6 An employee's entitlement to annual leave will be consistent with the National Employment Standards contained in the Fair Work Act 2009.

The employer will not unreasonably refuse a request for annual leave by an employee.

Annual leave will be paid for at the normal rate of pay that the employee was on immediately prior to taking the leave, plus a loading of 17.5%.

At the termination of employment, the employee will be paid out all outstanding annual leave entitlements, including the 17.5% loading. As per the National Employment Standards, the annual leave will be paid out as if the employee were taking leave, commencing from the end of the termination notice period. As such, any public holidays occurring during the period for which the annual leave entitlement applies, will be paid for in addition to the annual leave entitlement.

## **27 TRAINING AND RELATED MATTERS**

27.1 Where possible training and skill development is to be carried out in normal working hours. It is agreed that no employees will suffer loss of pay as a result of participating in training required by the employer.

27.2 Any employees elected as a workplace health and safety representative will undertake a training course approved by the relevant State or Territory Government and provided by the employer within six weeks of being elected, at no cost to the employee.

27.3 The employer will implement a policy where all employees will have their current skills assessed against those required in the nationally recognised formal training package relevant to their work. Where any skill deficiencies are identified through the assessment process, the necessary training will be provided to attain the relevant nationally recognised formal qualification.

## **28 OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

28.1 The following clothing will be supplied to all employees (after 1 month of commencement) and will be replaced on a fair wear and tear basis. Employees when working on site are required to wear all footwear and clothing supplied. The issue will be:

- 1 pair of safety boots (if the employee buys such boots, the employer will reimburse the employee up to \$100.00 upon producing of a purchase receipt.
- 5 sets of shirts and shorts/trousers, overalls or bib and brace overalls; or any combination as agreed.
- 1 high visibility winter jacket.

All of the above mentioned items will be replaced on a fair wear and tear basis. Where an employee has not sought replacement of any of the above mentioned items on a fair wear and tear basis within twelve months from the date of issue, then that employee will be entitled to a re-issue of the items at the completion of that twelve months.

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.

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

28.2 The employer's Fatigue and Impairment Policy is contained in Appendix 4. The employer shall not implement any regime for testing drug or alcohol consumption by employees until an appropriate policy for such testing has been developed and agreed by the parties to this agreement.

28.4 Stand-By Drivers and Crane Crews

28.4.1 The crane crew for each crane must consist of the following:

- (i) A crane driver
- (ii) A dogman/stand-by driver
- (iii) A dogman

28.4.2 Notwithstanding the above, any site with more than one crane crew shall provide a stand-by driver in accordance with the following scale:

- 2 cranes – 1 stand-by driver
- 3 cranes – 2 stand-by driver
- 4 cranes – 3 stand-by driver
- 5 cranes – 4 stand-by driver
- 6 cranes or more to be negotiated

28.4.3 For short term absences by a driver or dogman/stand-by driver of 3 days or less, a replacement driver or dogman/stand-by driver will not be required. The dogman/ Stand-by driver will be paid at the same rate as the driver for all hours worked.

## 29 TIME AND WAGES RECORDS

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

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



### 30 UNION DELEGATES' RIGHTS

- 30.1 A union delegate shall have the right to:
- a) be treated fairly and to perform their role as union delegate without any discrimination in their employment;
  - b) formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace;
  - c) bargain collectively on behalf of those they represent;
  - d) consultation, and access to reasonable information about the workplace and the business;
  - e) paid time off work to represent the interests of members to the employer and industrial tribunals;
  - f) reasonable paid time during normal working hours to consult with union members;
  - g) reasonable paid time off to participate in the operation of the union;
  - h) reasonable paid time off to attend accredited union education;
  - i) address new employees about the benefits of union membership at the time that they enter employment;
  - j) reasonable access to stationery and other administrative facilities including telephone, facsimile, photocopying, internet and e-mail facilities, a filing cabinet, a table and chairs, air-conditioning/heating and a private lockable area for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union;
  - k) place union information on a noticeboard in a prominent location in the workplace;
  - l) take reasonable leave to work with the union.

### 31 UNION TRAINING LEAVE

- 31.1 An employee appointed or elected as Union Delegate shall, upon application in writing to the employer, be granted up to five days paid leave each calendar year to attend relevant Union Delegate courses. Such courses shall be designed and structured with the objective of promoting good industrial relations within the building and construction industry.
- Consultation may take place between the parties in the furtherance of this objective.
- 31.2 The application for leave shall be given to the employer in advance of the date of commencement of the course. The application for leave shall contain the following details:
- a) The name of the employee seeking the leave;
  - b) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
  - c) A general description of the content and structure of the course and the location where the course is to be conducted.
- 31.3 The Employer shall advise the employee within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.
- 31.4 The time of taking leave shall be arranged so as to minimize any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.
- 31.5 The employer shall not be liable for any additional expenses associated with an *employee's* attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant agreement classification rate including, shift work loadings where relevant plus Site Allowance where applicable.

- 31.6 Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's RDO or with any concessional leave.
- 31.7 An employee on request by the Employer shall provide proof of their attendance at any course within 7 days. If an employee fails to provide such proof, the employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the employee.
- 31.8 Where an employee is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the employee shall receive payment if entitled under the provisions of the relevant award clause.
- 31.9 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

## **32 UNION RIGHTS PROMOTING REPRESENTATION OF MEMBERS**

- 32.1 The employer shall establish policies and procedures so that all reasonable steps are taken to encourage employees, to become financial members of the relevant branch of the Union, subject to relevant legislation.
- 32.2 Any employer representative who discourages an employee from becoming a financial member of the aforementioned unions breaches both the intent of this agreement and the Act.
- 32.3 The employer must invite the Union to attend every employer induction for new employees and to address employees.
- 32.4 A standing invitation exists for any representative of the Union covered by this agreement to enter any place where employer employees or representatives are for purposes including, but not limited to, dispute resolution or consultation meetings but not for purposes for which a Right of Entry exists under Part 3-4 of the Fair Work Act.
- 32.5 The employer will allow the Union to promote membership of the Union.
- 32.6 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.
- 32.7 The employer will provide any information to the Union about employees that the Union requires.
- 32.8 The employer will provide information about the Union to an employee that the Union requires.
- 32.9 The Union may hold meetings of no more than two hours paid time with the employees on a site. The Union must give at least 48 hours notice of such meetings to the project manager. The frequency of these meetings shall be reasonable.
- 32.10 Upon request by the employee (s), the employer will deduct Union dues from an employee's weekly wages and remit such amount to the Union by EFT within 2 days of the deduction.

## **33 CONSULTATION**

- 33.1 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 their union/s or other representative/s.
- 33.2 The employer must recognise the union (or other representative) and consult in good faith in relation to such proposed changes, including by allowing employees access to a relevant union official in the workplace to assist employees in the consultations relating to the proposed workplace changes.

The obligation to notify and consult includes providing all relevant details to the employees and their union/representative in writing about:

- a) the nature of the changes, any proposed timing of the changes and the expected likely effect on employees; and
- 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.

- 33.3 In this clause major workplace changes that is likely to have a significant effect on employees includes:
- a) termination of employment
  - b) changes to composition, operation or size of the workforce or the skills required of employees
  - c) elimination or diminution of job opportunities (including promotion/tenure)
  - d) alteration of hours of work
  - e) retraining, relocation or restructuring
  - f) changes to the legal or operational structure of the employer or business, including changes to business ownership or control.

## **34 FLEXIBILITY**

- 34.1 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.~~
- 34.2 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*; and
  - 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.
- 34.3 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
  - 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.
- 34.4 Where any of the requirements of this clause 34 are not met, the variation agreement is of no effect.
- 34.5 Upon request the employer must provide copies of all flexibility agreements made under this clause to the Union/employee representative.

## **35 EMPLOYMENT SECURITY, STAFFING LEVELS, MODE OF RECRUITMENT AND REPLACEMENT LABOUR**

- 35.1 The employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of employees covered by this agreement.

The use of contractors and use of supplementary labour hire requirements in this clause shall not apply to projects currently under construction before the signing of this agreement.

The application of these requirements shall recognise geographical and commercial circumstances that may result in a competitive disadvantage to the employer and its capacity to secure the project. In these circumstances the Employer and the Union(s) agree to vary these requirements on a project by project basis. Negotiations are to be conducted in good faith and agreement will not be unreasonably withheld.

### *35.2 Use of Contractors*

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

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

### 35.3 *Supplementary Labour Hire*

Where there is need for supplementary labour to meet temporary/peak work requirements, such labour may be accessed from bona fide businesses, including sub-contractors and labour hire companies, following consultation with the Employer Consultative Committee and/or union(s) party to this agreement. The employer shall ensure that any workers engaged by such businesses and performing work described in the classifications of this agreement shall receive wages, allowances and conditions not less than those contained in this agreement.

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

## 36 COMPLIANCE WITH THIS CERTIFIED AGREEMENT

- Step 1 Complaints, queries and concerns regarding entitlements paid in relation to the appropriate legal industrial instrument shall be raised and resolved in accordance with the current custom and practice. Duly authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements.
- Step 2 If the Union suspects significant breaches of the EBA and requests the production of an audit certificate in the approved form (Appendix 5A), the employer must provide such certificate.
- Step 3 Where further evidence exists of continuing non-compliance or significant breaches by the employer, the Union may further request an independent audit report detailing all entitlements be provided by an auditor with a practice certificate from the Institute of Chartered Accountants or registered CPA. The auditor shall be approved by the unions and all costs of the audit payable by the employer.

The employer will comply with the following conditions in preparing the independent audit report:

- a) engage an auditor who holds a current public practice certificate of the Institute of Chartered Accountants in Australia or CPA Australia;
- b) ensure that the audit include advice as set out in appendix 5B;
- c) request that the work performed in the audit be in accordance with Australian Auditing Standard 802 "The Audit Report on Financial Information Other than a General Purpose Financial Report" and Auditing Guidance Standard 1044 "Audit Reports on the Information Provided other than in a Financial Report"; and
- d) the independent audit report will include an audit certificate signed by the auditor, which will include advice as set out on appendix 5B.

Failure to comply with the requirements of this clause, or the submission of a false or misleading audit certificate, may result in a union party to this agreement requiring a full audit of the employer's time and wages records and all other records required to ensure compliance with this agreement. The full audit will be conducted by an auditor who is approved by the union and who is independent from the employer's business.

Should the employer dispute the Union's entitlement to request an audit under this clause, the parties will attempt to resolve the dispute in accordance with clause 7 of this Agreement.

## 37 COMPLIANCE WITH STATUTORY REQUIREMENTS

The Employer shall adhere to the requirements of all Acts of Parliament of the Commonwealth and the relevant State or Territory and therefore comply with the requirements of all those ordinances, regulations, by-laws, orders and proclamations made or issued under any Act.

## 38 ALL-IN PAYMENTS (CALCULATION OF DEFAULT RATE)

All-in payments to employees will not be made. All-in payments are defined as an hourly rate or piece work rate which is meant to cover wages and/or allowances and/or conditions, such as annual leave, sick leave, etc.

It is agreed that where a breach of this clause is made, the calculation for back pay shall be calculated on the basis of the hourly rate contained in this Certified Agreement plus the site allowance (if applicable), plus the multi-storey allowance and an additional 75% loading to cover entitlements other than CBUS/BUSS (Q), BERT, CIPQ and BEWT. Any difference between the hourly rate paid to the employee, plus CBUS/BUSS (Q), BERT, CIPQ and BEWT shall form the settlement for the breach of this clause.

This clause shall not be applied to prevent the employer subletting specialised work outside of the normal scope of work which the employer performs. The parties to this agreement shall be notified when specialist sub-contractors are to be engaged.

**39 POSTING OF AGREEMENT AND NOTICES**

A true copy of this agreement shall be exhibited in a conspicuous and convenient place on the premises of the employer and on every employee's worksite so as to be easily read by employees.

**40 SEVERABILITY**

It is the intention of those covered by this agreement that the agreement contains only permitted matters under the *Fair Work Act 2009*. The severance of any term of this agreement that is, in whole, or in part, of no effect by virtue of the operation of s 253 of the FW Act shall not be taken to affect the binding force and effect of the remainder of the agreement. To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters. The right provided for in subclause 32.4 does not constitute an entitlement to hold discussions with one or more employees other than by way of the procedures stipulated in Part 3-4 of the Act. The employer will comply with the requirements of the Privacy Act 1988 (Cth) in respect to any requests made under the subclause 32.7 to which the Act applies. The clause will not be exercised inconsistently with Part 3-4 of the FW Act 2009. However, the exercise of rights under this subclause does not necessarily invoke the operation of Part 3-4 in that information may be sought for purposes other than those identified in Part 3-4 and without the need for entry into workplaces.

APPENDIX 1

CONSTRUCTION WORKERS CLASSIFICATIONS  
RATES OF PAY

				1/01/2011	1/07/2011	1/01/2012	1/07/2012	1/07/2013	1/07/2014	1/07/2015
CW8	Supervisor		wk	\$1,314.90	\$1,347.96	\$1,381.66	\$1,450.74	\$1,523.28	\$1,599.44	\$1,679.41
			hr	\$36.53	\$37.44	\$38.38	\$40.30	\$42.31	\$44.43	\$46.65
CW7	Tower Crane Operator, Special Class Tradesperson, Dogger-Crane Hand (Fixed cranes)		wk	\$1,262.30	\$1,293.71	\$1,326.06	\$1,392.36	\$1,461.98	\$1,535.08	\$1,611.83
			hr	\$35.06	\$35.94	\$36.83	\$38.68	\$40.61	\$42.64	\$44.77
CW6	Trainer		wk	\$1,209.71	\$1,239.84	\$1,270.84	\$1,334.38	\$1,401.10	\$1,471.15	\$1,544.71
			hr	\$33.60	\$34.44	\$35.30	\$37.07	\$38.92	\$40.87	\$42.91
CW5	Special Class Trades, Refractory Bricklayer, Carver		wk	\$1,157.11	\$1,185.97	\$1,215.62	\$1,276.40	\$1,340.22	\$1,407.23	\$1,477.59
			hr	\$32.14	\$32.94	\$33.77	\$35.46	\$37.23	\$39.09	\$41.04
CW4	Signwriter		wk	\$1,123.60	\$1,151.65	\$1,180.44	\$1,239.46	\$1,301.44	\$1,366.51	\$1,434.83
			hr	\$31.21	\$31.99	\$32.79	\$34.43	\$36.15	\$37.96	\$39.86
CW4	Marker Setter Out, Letter Cutter, WHSO		wk	\$1,162.44	\$1,191.50	\$1,221.29	\$1,282.35	\$1,346.47	\$1,413.79	\$1,484.48
			hr	\$32.29	\$33.10	\$33.92	\$35.62	\$37.40	\$39.27	\$41.24
CW3	Carpenters/Joiners, Stone-mason		wk	\$1,109.88	\$1,137.63	\$1,166.07	\$1,224.37	\$1,285.59	\$1,349.87	\$1,417.36
			hr	\$30.83	\$31.60	\$32.39	\$34.01	\$35.71	\$37.50	\$39.37
CW3	Floorlayers, Plasterers, Tilers, Tuck-pointers		wk	\$1,101.96	\$1,129.51	\$1,157.75	\$1,215.63	\$1,276.42	\$1,340.24	\$1,407.25
			hr	\$30.61	\$31.38	\$32.16	\$33.77	\$35.46	\$37.23	\$39.09
CW3	Bricklayers, Water-proofers		wk	\$1,095.12	\$1,122.50	\$1,150.56	\$1,208.09	\$1,268.49	\$1,331.92	\$1,398.51
			hr	\$30.42	\$31.18	\$31.96	\$33.56	\$35.24	\$37.00	\$38.85
CW3	Slater, Ridge or Roof Fixer, Roof Tiler		wk	\$1,085.04	\$1,112.17	\$1,139.97	\$1,196.97	\$1,256.82	\$1,319.66	\$1,385.64
			hr	\$30.14	\$30.89	\$31.67	\$33.25	\$34.91	\$36.66	\$38.49
CW3	Painters, Glaziers		wk	\$1,071.00	\$1,097.78	\$1,125.22	\$1,181.48	\$1,240.55	\$1,302.58	\$1,367.71
			hr	\$29.75	\$30.49	\$31.26	\$32.82	\$34.46	\$36.18	\$37.99
	Apprentices Stage 4	90%	wk	\$946.73	\$970.47	\$994.73	\$1,044.47	\$1,096.69	\$1,151.53	\$1,209.10
			hr	\$26.30	\$26.96	\$27.63	\$29.01	\$30.46	\$31.99	\$33.59
	Apprentices Stage 3	75%	wk	\$788.94	\$808.85	\$829.07	\$870.52	\$914.05	\$959.75	\$1,007.74
			hr	\$21.92	\$22.47	\$23.03	\$24.18	\$25.39	\$26.66	\$27.99
	Apprentices Stage 2	55%	wk	\$578.56	\$592.98	\$607.81	\$638.20	\$670.11	\$703.61	\$738.79
			hr	\$16.07	\$16.47	\$16.88	\$17.73	\$18.61	\$19.54	\$20.52
	Apprentices Stage 1	45%	wk	\$485.28	\$497.52	\$509.76	\$535.32	\$561.96	\$590.04	\$619.56
			hr	\$13.48	\$13.82	\$14.16	\$14.87	\$15.61	\$16.39	\$17.21

APPENDIX 1 cont

				1/01/2011	1/07/2011	1/01/2012	1/01/2013	1/01/2013	1/01/2014	1/01/2015
CW3	Rigger, Dogman, employees with certificates (even if employee job mentioned in lower classifications)	100%	<i>wk</i>	\$1,053.36	\$1,079.69	\$1,106.69	\$1,162.02	\$1,220.12	\$1,281.13	\$1,345.18
			<i>hr</i>	\$29.26	\$29.99	\$30.74	\$32.28	\$33.89	\$35.59	\$37.37
CW2	Scaffolder, Powder Monkey, Hoist & Winch Driver, Foundation Shaftsman, Steelfixer (including Tack Welder), Concrete Finisher	96%	<i>wk</i>	\$1,011.24	\$1,036.52	\$1,062.43	\$1,115.56	\$1,171.33	\$1,229.90	\$1,291.40
			<i>hr</i>	\$28.09	\$28.79	\$29.51	\$30.99	\$32.54	\$34.16	\$35.87
CW1	Skilled Labourer, Formwork Labourer and Others	92.40%	<i>wk</i>	\$973.44	\$997.78	\$1,022.72	\$1,073.86	\$1,127.55	\$1,183.93	\$1,243.12
			<i>hr</i>	\$27.04	\$27.72	\$28.41	\$29.83	\$31.32	\$32.89	\$34.53

**APPENDIX 1A**

**MOBILE CRANE CLASSIFICATIONS  
RATES OF PAY**

<b>Mobile Cranes</b>		<b>1/01/2011</b>	<b>1/07/2011</b>	<b>1/01/2012</b>	<b>1/07/2012</b>	<b>1/07/2013</b>	<b>1/07/2014</b>	<b>1/07/2015</b>
Up to 20 Tonnes	wk	\$1,074.24	\$1,101.10	\$1,128.62	\$1,185.05	\$1,244.31	\$1,306.52	\$1,371.85
	hr	\$29.84	\$30.59	\$31.35	\$32.92	\$34.56	\$36.29	\$38.11
Over 20 Tonnes & up to 40 Tonnes	wk	\$1,087.92	\$1,115.12	\$1,143.00	\$1,200.15	\$1,260.15	\$1,323.16	\$1,389.32
	hr	\$30.22	\$30.98	\$31.75	\$33.34	\$35.00	\$36.75	\$38.59
Over 40 Tonnes & up to 80 Tonnes	wk	\$1,153.80	\$1,182.65	\$1,212.21	\$1,272.82	\$1,336.46	\$1,403.29	\$1,473.45
	hr	\$32.05	\$32.85	\$33.67	\$35.36	\$37.12	\$38.98	\$40.93
Over 80 Tonnes & up to 100 Tonnes	wk	\$1,194.84	\$1,224.71	\$1,255.33	\$1,318.10	\$1,384.00	\$1,453.20	\$1,525.86
	hr	\$33.19	\$34.02	\$34.87	\$36.61	\$38.44	\$40.37	\$42.38
Special Purpose Cranes	wk	\$1,153.80	\$1,182.65	\$1,212.21	\$1,272.82	\$1,336.46	\$1,403.29	\$1,473.45
	hr	\$32.05	\$32.85	\$33.67	\$35.36	\$37.12	\$38.98	\$40.93

<b>Mobile Hydraulic Platforms (Boom Length)</b>		<b>1/01/2011</b>	<b>1/07/2011</b>	<b>1/01/2012</b>	<b>1/07/2012</b>	<b>1/07/2013</b>	<b>1/07/2014</b>	<b>1/07/2015</b>
Trainee (as defined)	wk	\$1,022.76	\$1,048.33	\$1,074.54	\$1,128.26	\$1,184.68	\$1,243.91	\$1,306.11
	hr	\$28.41	\$29.12	\$29.85	\$31.34	\$32.91	\$34.55	\$36.28
Up to & including 11 meters (including trainee)	wk	\$1,027.80	\$1,053.50	\$1,079.83	\$1,133.82	\$1,190.52	\$1,250.04	\$1,312.54
	hr	\$28.55	\$29.26	\$30.00	\$31.50	\$33.07	\$34.72	\$36.46
Over 11 meters & up to 17 meters	wk	\$1,074.60	\$1,101.47	\$1,129.00	\$1,185.45	\$1,244.72	\$1,306.96	\$1,372.31
	hr	\$29.85	\$30.60	\$31.36	\$32.93	\$34.58	\$36.30	\$38.12
Over 17 meters & up to 23 meters	wk	\$1,105.20	\$1,132.83	\$1,161.15	\$1,219.21	\$1,280.17	\$1,344.18	\$1,411.39
	hr	\$30.70	\$31.47	\$32.25	\$33.87	\$35.56	\$37.34	\$39.21
Over 23 meters & up to 28 meters	wk	\$1,141.20	\$1,169.73	\$1,198.97	\$1,258.92	\$1,321.87	\$1,387.96	\$1,457.36
	hr	\$31.70	\$32.49	\$33.30	\$34.97	\$36.72	\$38.55	\$40.48
Unit equipped with underbridge unit	wk	\$1,141.20	\$1,169.73	\$1,198.97	\$1,258.92	\$1,321.87	\$1,387.96	\$1,457.36
	hr	\$31.70	\$32.49	\$33.30	\$34.97	\$36.72	\$38.55	\$40.48
Rigger, Dogman	wk	\$1,074.96	\$1,101.83	\$1,129.38	\$1,185.85	\$1,245.14	\$1,307.40	\$1,372.77
	hr	\$29.86	\$30.61	\$31.37	\$32.94	\$34.59	\$36.32	\$38.13



**APPENDIX 1B**

**EARTH MOVERS ON BUILDING SITES  
 RATES OF PAY**

Classification			1/01/2011	1/07/2011	1/01/2012	1/07/2012	1/07/2013	1/07/2014	1/07/2015
<b>CW3</b>	<b>Bobcat, Pile Driver</b>	wk	\$1,033.92	\$1,059.77	\$1,086.26	\$1,140.58	\$1,197.60	\$1,257.48	\$1,320.36
		hr	\$28.72	\$29.44	\$30.17	\$31.68	\$33.27	\$34.93	\$36.68
<b>CW4</b>	<b>Backhoe,Drott, Vibrating Roller, Front Mini Excavator</b>	wk	\$1,067.40	\$1,094.09	\$1,121.44	\$1,177.51	\$1,236.38	\$1,298.20	\$1,363.11
		hr	\$29.65	\$30.39	\$31.15	\$32.71	\$34.34	\$36.06	\$37.86
<b>CW5</b>	<b>Bulldozer, Scraper Excavator, Grader, Front end loader over 2.25mtrs</b>	wk	\$1,112.76	\$1,140.58	\$1,169.09	\$1,227.55	\$1,288.93	\$1,353.37	\$1,421.04
		hr	\$30.91	\$31.68	\$32.47	\$34.10	\$35.80	\$37.59	\$39.47
<b>CW6</b>	<b>Final Trim Grader</b>	wk	\$1,154.52	\$1,183.38	\$1,212.97	\$1,273.62	\$1,337.30	\$1,404.16	\$1,474.37
		hr	\$32.07	\$32.87	\$33.69	\$35.38	\$37.15	\$39.00	\$40.95

## APPENDIX 2

## Allowances

ALLOWANCE TITLE	01/01/2011	1/07/2011	1/01/2012	1/01/2013	1/01/2014	01/01/2015
Acid work	\$1.71	\$1.75	\$1.84	\$1.93	\$2.03	\$2.13
Asbestos	\$0.82	\$0.84	\$0.88	\$0.93	\$0.97	\$1.02
Asbestos eradication	\$2.10	\$2.15	\$2.26	\$2.37	\$2.49	\$2.62
Bagging	\$0.59	\$0.60	\$0.63	\$0.67	\$0.70	\$0.74
Bitumen	\$0.82	\$0.84	\$0.88	\$0.93	\$0.97	\$1.02
laying or lifting other than standard bricks						
Over 5kg but under 9kg	\$0.65	\$0.67	\$0.70	\$0.73	\$0.77	\$0.81
Over 9kg but under 18kg	\$1.17	\$1.20	\$1.26	\$1.32	\$1.39	\$1.46
18kg and over	\$1.63	\$1.67	\$1.75	\$1.84	\$1.93	\$2.03
Certificate allowance	\$0.65	\$0.67	\$0.70	\$0.73	\$0.77	\$0.81
Cleaning down brickwork	\$0.60	\$0.62	\$0.65	\$0.68	\$0.71	\$0.75
Cold work	\$0.65	\$0.67	\$0.70	\$0.73	\$0.77	\$0.81
Computing quantities	\$4.67	\$4.79	\$5.03	\$5.28	\$5.54	\$5.82
Confined spaces	\$0.82	\$0.84	\$0.88	\$0.93	\$0.97	\$1.02
Cutting tiles	\$0.82	\$0.84	\$0.88	\$0.93	\$0.97	\$1.02
Dirty work	\$0.65	\$0.67	\$0.70	\$0.73	\$0.77	\$0.81
Dry polishing of tiles	\$0.82	\$0.84	\$0.88	\$0.93	\$0.97	\$1.02
Explosive power tools	\$1.53	\$1.57	\$1.65	\$1.73	\$1.82	\$1.91
First-aid attendant (minimum qualification) per day	\$2.74	\$2.81	\$2.95	\$3.10	\$3.25	\$3.41
Higher first aid cert. per day	\$4.33	\$4.44	\$4.66	\$4.89	\$5.14	\$5.39
Furnace work	\$1.70	\$1.74	\$1.83	\$1.92	\$2.02	\$2.12
Higher work - Painting trades	\$0.60	\$0.62	\$0.65	\$0.68	\$0.71	\$0.75
Hot work between 46-54 Degrees Celsius	\$0.65	\$0.67	\$0.70	\$0.73	\$0.77	\$0.81
Exceeding 54 degrees	\$0.82	\$0.84	\$0.88	\$0.93	\$0.97	\$1.02
Insulation	\$0.82	\$0.84	\$0.88	\$0.93	\$0.97	\$1.02
Laser user and allowance per day	\$2.68	\$2.75	\$2.88	\$3.03	\$3.18	\$3.34
Living away return trip allowance	\$36.81	\$37.73	\$39.62	\$41.60	\$43.68	\$45.86
Return trip transport worker/tools	\$21.83	\$22.38	\$23.49	\$24.67	\$25.90	\$27.20
Leading hand not more than 1	\$0.50	\$0.51	\$0.54	\$0.57	\$0.59	\$0.62
Leading hand 2 and not more than 5	\$1.09	\$1.12	\$1.17	\$1.23	\$1.29	\$1.36
Leading hand 6 and not more than 10	\$1.39	\$1.42	\$1.50	\$1.57	\$1.65	\$1.73
Leading hand more than 10	\$1.85	\$1.90	\$1.99	\$2.09	\$2.20	\$2.30
Meal allowance	\$13.43	\$13.77	\$14.45	\$15.18	\$15.94	\$16.73
Multi-storey: commencement to 15th floor	\$0.53	\$0.54	\$0.57	\$0.60	\$0.63	\$0.66
Multi-storey: 16th to 30th	\$0.63	\$0.65	\$0.68	\$0.71	\$0.75	\$0.78
Multi-storey: 31st to 45th	\$0.95	\$0.97	\$1.02	\$1.07	\$1.13	\$1.18
Multi-storey: 46th to 60th	\$1.23	\$1.26	\$1.32	\$1.39	\$1.46	\$1.53
Multi-storey: 61st and onwards	\$1.55	\$1.59	\$1.67	\$1.75	\$1.84	\$1.93
Plaster or composition spray	\$0.65	\$0.67	\$0.70	\$0.73	\$0.77	\$0.81
Power Tools	\$0.65	\$0.67	\$0.70	\$0.73	\$0.77	\$0.81
Roof repairs	\$0.59	\$0.60	\$0.63	\$0.67	\$0.70	\$0.74
Roof repairs over 15 metres eaves pitch over 35 degrees	\$0.82	\$0.84	\$0.88	\$0.93	\$0.97	\$1.02
Roof repairs over 15 metres eaves pitch over 40 degrees	\$1.16	\$1.19	\$1.25	\$1.31	\$1.38	\$1.45
Second hand timber per day	\$2.54	\$2.60	\$2.73	\$2.87	\$3.01	\$3.16
Slushing	\$0.65	\$0.67	\$0.70	\$0.73	\$0.77	\$0.81
Spray application - Painters	\$0.65	\$0.67	\$0.70	\$0.73	\$0.77	\$0.81
Swing scaffold first 4 hours 0-15 storeys	\$4.67	\$4.79	\$5.03	\$5.28	\$5.54	\$5.82
Swing scaffold after 4 hours 0-15 storeys	\$0.98	\$1.00	\$1.05	\$1.11	\$1.16	\$1.22
Swing scaffold first 4 hours 16-30 storeys	\$6.02	\$6.17	\$6.48	\$6.80	\$7.14	\$7.50
Swing scaffold after 4 hours 16-30 storeys	\$1.27	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Swing scaffold first 4 hours 31-45 storeys	\$7.12	\$7.30	\$7.66	\$8.05	\$8.45	\$8.87

Swing scaffold <i>after</i> 4 hours 31-45 storeys	\$1.50	\$1.54	\$1.61	\$1.70	\$1.78	\$1.87
Swing scaffold first 4 hours 46-60 storeys	\$11.66	\$11.95	\$12.55	\$13.18	\$13.84	\$14.53
Swing scaffold <i>after</i> 4 hours 46-60 storeys	\$2.45	\$2.51	\$2.64	\$2.77	\$2.91	\$3.05
Swing scaffold first 4 hours greater than 60 storeys	\$14.87	\$15.24	\$16.00	\$16.80	\$17.64	\$18.53
Swing scaffold <i>after</i> 4 hours greater than 60 storeys	\$3.12	\$3.20	\$3.36	\$3.53	\$3.70	\$3.89
<b>Tool allowance per hour:</b>						
Artificial stoneworker, Stonemason, Carpenter and/or Joiner, Carver, Letter cutter, Marble and Slate worker, Marker and Setter Out, Plumber, Special Class Tradesperson	\$1.61	\$1.65	\$1.73	\$1.82	\$1.91	\$2.01
Caster, Fixer, Floor layer specialist, Plaster, Tiler	\$1.39	\$1.42	\$1.50	\$1.57	\$1.65	\$1.73
Bricklayer, Waterprooffer	\$1.20	\$1.23	\$1.29	\$1.36	\$1.42	\$1.50
Rigger / Scaffolder	\$0.67	\$0.69	\$0.72	\$0.76	\$0.79	\$0.83
Concreter / Steelfixer	\$0.59	\$0.60	\$0.63	\$0.67	\$0.70	\$0.74
Roof Tilers, Slate Ridge, or Roof Fixer	\$0.92	\$0.94	\$0.99	\$1.04	\$1.09	\$1.15
Scaffolder, Rigger, Steelfixer, Concreter	\$0.43	\$0.44	\$0.46	\$0.49	\$0.51	\$0.54
Painter, Glazier, Licensed Drainer, Signwriter	\$0.53	\$0.54	\$0.57	\$0.60	\$0.63	\$0.66
Formwork Labourer	\$0.28	\$0.29	\$0.30	\$0.32	\$0.33	\$0.35
Towers allowance	\$0.65	\$0.67	\$0.70	\$0.73	\$0.77	\$0.81
Toxic substances working in close proximity	\$0.82	\$0.84	\$0.88	\$0.93	\$0.97	\$1.02
Toxic substances (working with)	\$0.65	\$0.67	\$0.70	\$0.73	\$0.77	\$0.81
Underground allowance per week	\$13.88	\$14.23	\$14.94	\$15.69	\$16.47	\$17.29
Underground allowance per day or shift or part thereof	\$2.79	\$2.86	\$3.00	\$3.15	\$3.31	\$3.48
Wet concrete or compo per day	\$0.59	\$0.60	\$0.63	\$0.67	\$0.70	\$0.74
Wet work	\$0.65	\$0.67	\$0.70	\$0.73	\$0.77	\$0.81
Travelling outside radial areas	\$0.53	\$0.54	\$0.57	\$0.60	\$0.63	\$0.66
Transfers during working hours	\$0.95	\$0.97	\$1.02	\$1.07	\$1.13	\$1.18
Compensation for tools	\$1,728.79	\$1,772.01	\$1,860.61	\$1,953.64	\$2,051.32	\$2,153.89

APPENDIX 3



2011 EBA 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	30					

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				

EBA RDO



Public Holidays



Weekends





# 2012 RDO CALENDAR



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

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

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

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

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

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

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

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

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

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

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

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

- School Holidays
- Public Holidays
- Industry RDO's
- EBA RDO'S



# 2013 RDO CALENDAR



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

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

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

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

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

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

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

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

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

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

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

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

- School Holidays
- Public Holidays
- Industry RDO's
- EBA RDO'S



# 2014 RDO CALENDAR



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

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

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

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

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

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

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

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

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

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

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

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

**School Holidays**  
**Public Holidays**  
**Industry RDO's**  
**EBA RDO'S**

**2015 RDO Calendar**

This Calendar will be developed and agreed a year before they are due and earlier if the statutory public holidays and the school terms are declared by the relevant State or Territory Government.





---

---

APPENDIX 4

---

---

## Workplace Impairment Policy

### Purpose

The health, wellbeing and safety of employees are of paramount importance to the employer, employees and their Unions. This policy is part of a broad based occupational health and safety program to secure the highest level of health and safety at the workplace.

The policy focuses on impairment and the elimination of any risks that may cause impairment in the workplace. The policy recognises that there are a range of factors that can contribute to the impairment of people at work, including:

- i. Stress
- ii. Fatigue
- iii. Chemicals
- iv. Heat
- v. Noise
- vi. Alcohol and other legal drugs
- vii. Illegal drugs
- viii. Illness and injury

This policy shall be read in conjunction with other company policies concerning health and safety, particularly in relation to fatigue management, risk management and safe systems of work.

This policy outlines the principles that will be used by {employer} in reducing the risk of impairment at work. The purpose of this policy is to ensure that workers are not impaired whilst working. The policy does not seek to impose limitations or value judgements on employees when outside of the workplace.

The policy outlines the processes that will be established to assist all personnel including Supervisory Staff and Managers to correctly implement the policy so that the standard of health and safety in the workplace is enhanced. All provisions within this document must be read in context of its stated purpose, as outlined by this clause.

This policy has been compiled in a manner that is non-punitive and supportive of employees. This policy shall not be used in a discriminatory manner. The *Anti-Discrimination Act* makes it illegal to treat a worker with an impairment less favourably than other workers. The privacy of employees will be upheld throughout the processes contained within this policy.

The approach to OHS is one of identifying, assessing and controlling all workplace hazards, using the hierarchy of control, and then reviewing these controls to ensure ongoing improvements. The focus of this policy is on the OHS risks associated with impairment.

### Implementation & Review

This policy has been developed in consultation and agreement with the employer, employees and the CFMEUQ and BLFQ. Any proposed review or variation of this policy will be subject to meaningful consultation with each of the above parties and endorsed by a valid majority of employees to be covered by the policy.

### Scope

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

## **Objectives**

The objectives of this policy are as follows:

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

## **Definitions**

For the purposes of this policy:

### **Preliminary Impairment Assessor**

A person who has been trained to perform a Preliminary Impairment Assessment. In the context of this policy, such a person must be an elected health and safety representative and/or union delegate or supervisor nominated by the company.

### **Drug**

Any substance that may temporarily or permanently impair a person's normal mental or physical faculties, and can be a prescription, over the counter medication or other legal or illegal drug.

### **Employee**

A person employed directly by the company on either a full time, part time or casual basis.

### **Employee assistance program ("EAP")**

An agreed independent, professional and confidential service that aims to provide employees with assistance when affected by personal or job related problems.

### **Elected representative**

Any OHS representative, union delegate or official or officer of the union.

### **Contractor**

Any company and its employees or an individual that has a contract for services with the company.

### **Impairment**

Any loss or abnormality of a person's physiological, cognitive, or psychological ability, or anatomical structure or function, whether permanent or temporary. Impairment can be associated with a range of factors.

### **Labour Hire Employee**

Any worker who is employed through an agency rather than directly by the company.

### **Medical Practitioner**

A qualified medical practitioner, including General Practitioners, Psychologists or Specialist Doctors. Employees shall have the right to choose their own medical practitioner.

### **Preliminary Impairment Assessment ("PIA")**

An assessment that is non-intrusive and observation based, conducted in accordance the Preliminary Impairment Assessment Training Program.

### **PIA Team**

Shall consist of two PIAs, at least one of whom must be an employee elected representative.

### **Reasonable Belief**

Based on observation (including by sight, hearing, smell and , with permission, touch) of the alleged impaired person's behaviour, including alertness and bodily co-ordination physical condition .

### **Responsibilities**

The employer shall:

- i. Provide a work environment that is safe and without risks to health and safety
- ii. Provide information and training about the policy to all existing employees, contractors and labour hire staff and to all new staff at the point of induction
- iii. ~~Ensure that this policy is implemented fairly and equitably across all sections of the workforce~~
- iv. Provide suitable alternative duties for employees who may be temporarily restricted from performing their normal duties due to impairment.

The employees shall:

- i. Co-operate reasonably with the employer in the implementation of this policy.
- ii. If they reasonably believe that any person on the site may be a health and safety risk to themselves or others, inform a Preliminary Impairment Assessor of this belief.
- iii. Not consume or be under the influence of, alcohol or other drugs while working, (without permission where it is entirely safe EG Roof Party during paid time)
- iv. Ensure that employees do not work if they believe that they may be impaired.
- v. Consult their doctor or pharmacist about possible side effects of medication prescribed or bought
- vi. Inform a Preliminary Impairment Assessor if they have been made aware by their treating doctor or pharmacist of possible impairment as a side effect of medication, or if they feel impaired by medication.

### **Implementation of the Policy**

The company shall engage an agreed training provider to:

- i. Run impairment awareness information sessions for all employees (including supervisors and managers), contractors and labour hire workers. Such awareness information sessions shall on run on a regular basis.
- ii. Develop an impairment awareness component for the induction package for new employees, contractors, labour hire and visitors to this site.
- iii. Provide the additional supplementary training required to enable the Preliminary Impairment Assessors to conduct a Preliminary Impairment Assessment (PIA).

The company shall ensure that all Preliminary Impairment Assessors:

- i. Receive the supplementary training in addition to the information, education and training provided to the rest of the workforce.
- ii. Have adequate resources (EG a room and, if necessary, transport thereto) to be able to meet the objectives of this policy.
- iii. Be able to refer people who have sought assistance to the company's EAP

The policy shall be implemented once the above has been completed with the assistance of the agreed training provider.

### **Impairment Factors**

The following factors may cause impairment. These general definitions are for guidance under this policy, and are not exhaustive. It is also recognised that there may be similarities in the physical and mental effects of exposure and therefore the symptoms that may be observed to some of these factors.

### **Stress**

Is the reaction that people have when confronted with physical, mental or emotional activities/issues/demands with which they are unable to cope. Its effects may include loss of concentration, memory, and comprehension. It can lead to inappropriate behaviours or substance use. When people are exposed to chronic, prolonged stress at work, they may experience any of a range of physical and psychological symptoms which can severely affect quality of life. These include: cardiovascular disease; asthma; digestive disorders such as peptic ulcers and irritable bowel syndrome; psoriasis; sexual problems; depression; and alcohol and drug use.

### **Fatigue**

Can result from excessive physical or mental activity, lack of sufficient sleep or regular and adequate rest periods. The level of fatigue experienced will depend on the workload imposed by a job, the length of shift, previous hours and days worked, and the time of day or night. Signs of fatigue can be similar to impairment from alcohol or drug use. Its effects may include lack of concentration, disorientation and lack of physical co-ordination.

### **Chemical**

Inappropriate, excessive or accidental exposure to industrial chemicals may cause a range of physiological effects, which impair a person and may cause serious illness. Many industrial chemicals, particularly solvents are known to have effects similar to fatigue or alcohol, including dizziness, inability to concentrate, perceptual and mood changes - all of which can be an impairment risk.

### **Heat**

Working in hot conditions can result in a number of adverse health effects - ranging from discomfort to serious illness, which are generally grouped together as heat stress. Workers in a variety of occupations may be exposed to heat stress.

### **Noise**

Not only is occupational noise a hazard, in terms of hearing loss - noise is a significant impairment hazard. Obviously, excessive noise in the work environment prevents everyone from hearing what is happening around them, which could include instructions and / or warnings. Exposure to noise is also a significant cause of stress.

### **PIA Conducted by a Preliminary Impairment Assessor**

- 1) Where there is a reasonable belief that a person is impaired then a PIA may be conducted by the PIA team. The PIA is non-intrusive and observation based. At any stage during this process an employee is entitled to seek representation from the Union of their choosing.
- 2) If it is the view of the PIA team that the person is impaired, they should be encouraged to voluntarily leave the workplace. If the worker agrees the employer will be informed of the incident and will provide appropriate assistance to the person to ensure their safe return home. The person will be paid as per normal for the duration of their shift.
- 3) If the person refuses to voluntarily leave the workplace, management is informed and may direct the worker to leave the workplace. If an OHS Representative is of the opinion that there is occurring or about to occur any activity which involves or will involve an immediate risk to the health or safety of any person, the OHS representative may remove workers until the matters which gave or will give rise to the risk are remedied.
- 4) The employer will provide appropriate assistance to the person to ensure their safe return home. The person will be paid as per normal for the duration of their shift.
- 5) In the event of a PIA Team deadlock, where the appropriate people assessing are unable to reach an agreement, they shall involve a third trained PIA person. If this assessment is of a site worker, the third person shall be an elected representative

### **PRELIMINARY INVESTIGATION – CAUSE OF IMPAIRMENT**

Directly after an impaired worker leaves a workplace, the PIA Team shall conduct a preliminary investigation into the factors causing the impairment. the PIA Team must determine the cause/s of the impairment. (EG: chemical, fatigue) A written report of the investigation and determination shall be sent to the OHS Committee and the impaired worker. . In the event that the affected employee's conduct is identified as a cause of impairment such employee shall be provided with procedural fairness throughout this process, and provided the full opportunity to present evidence to defend themselves. An affected person shall have the right at any stage to seek advice and be represented by the Union of their choice.

## **COUNSELLING AND DISCIPLINE PROCESSES**

Where a preliminary investigation has found that the cause of impairment is related to alcohol or other drugs, the following procedure shall apply. If the impairment was caused by prescription or over-the-counter medication, as prescribed by a medical practitioner or in accordance with the manufacturer's recommended dosages, this clause shall not apply.

### **Counselling and Disciplinary Process**

A first assessment will not attract a written warning, however, where a similar assessment occurs within 12 months a first written warning may be issued. A written warning may be issued at all subsequent interviews. Where an employee accumulates three written warnings within twelve months, termination of employment may occur. Each written warning must be lodged immediately with the relevant union of coverage. Each written warning expires 12 months after it is issued and cannot be used for disciplinary purposes thereafter.

### **Transportation home**

Once an employee is assessed as being impaired the employee is not permitted to work thereafter on that day. The company will, in those circumstances, pay all reasonable transportation costs incurred for the employee to be transported directly home.

### **Access to accrued sick leave, annual leave and long service leave**

Any employee who is assessed as being impaired shall be permitted to access accrued personal leave entitlements for the period of time in which they are deemed unfit for duty.

### **Workers Rights**

Workers have a right to:

- i. work in a workplace free from risks to health and safety.
- ii. access their union representative in relation to his/her rights in respect of the assessment prior to being subjected to the assessment.
- iii. have their privacy maintained at all time during an assessment, including, having confidentiality maintained with respect to their personal information, and undergoing an assessment without others knowing.
- iv. have access to an employee representative throughout any stage of this policy.
- v. access the EAP and/or a rehabilitation program at any time.
- vi. receive adequate information and training regarding this policy and the relevant legislation.
- vii. Access any special leave entitlements whilst undergoing treatment or rehabilitation.

### **Employee Assistance and Rehabilitation**

Employees shall be provided with assistance and rehabilitation services in a non-discriminatory and supportive manner by the employer. The privacy of employees accessing the EAP and/or rehabilitation will be maintained and respected at all times.

The employer must refer an employee to counselling or treatment upon the recommendation of a PIA Team arising from a preliminary investigation report concerning impairment.

- i. Employees will be able to self-refer, or be referred by a medical practitioner, to counselling or treatment through consultation with the Preliminary Impairment Assessor without an impairment incident having taken place.
- ii. The person shall be permitted to attend counselling or treatment during work time with no loss of pay.
- iii. The employer shall meet the costs of the counselling and treatment.
- iv. No employee will be dismissed or disadvantaged while undergoing counselling or treatment

It is further recognised that rehabilitation with respect to substance abuse issues is a health problem and requires professional and specialist intervention. Workers will be offered a choice of 3 providers of such services from a list agreed between the company and the CFMEUQ and the BLFQ.

All counselling will be provided on a confidential basis. The employer will not have access to either the files or records relating to counselling.

### **Dispute resolution**

Any disputes relating to the application and/or implementation of the policy or actions arising from this policy shall be dealt with in accordance with dispute resolution procedures contained in State OHS legislation and regulation or within {agreement title and clause number}. The employer recognises the right of employees to be represented throughout any dispute by a CFMEUQ, including an Officer or Official of the Union.

### **Privacy**

Privacy of employees subject to this policy shall be upheld at all times. A breach of privacy shall be regarded as a major breach of company policy, and shall be dealt with accordingly. All persons involved in the application of this policy, shall at all times:

- i. Ensure that information concerning PIA assessments and/or access to the EAP or rehabilitation will kept in secure places and only used for the purposes outlined in this policy.
- ii. Only persons with a role as defined by this policy, shall have access to an worker's files, including but not limited to- PIA assessments and reports, file notes, EAP referrals, written warnings, medical certificates.
- iii. Discussions in relation to individual cases shall be limited to relevant parties, and in accordance with the purposes of this policy.

**APPENDIX 5A**

**AUDIT CERTIFICATE**

COMPANY NAME:.....

ABN NUMBER: .....

ADDRESS:

PRINCIPAL NAME:.....

PRINCIPAL TITLE: .....

WORKCOVER POLICY NUMBER:.....

Number of Personnel:  Overtime 1½  Overtime 2x

Base Hourly Rate:  Fares & Travel:

CBUS: Yes  No

BERT: Yes  No

BEWT: Yes  No

CIPQ: Yes  No

RDO Accrual: Yes  No

Annual Leave: Yes  No

Sick Leave: Yes  No

PLSL: Yes  No

Group Tax: Yes  No

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

.....  
PRINCIPAL

**AUTHORISED BY C.P.A. / INSTITUTE OF CHARTERED ACCOUNTANTS**

COMPANY NAME:.....

NAME OF ACCOUNTANT:.....

REGISTRATION DETAILS:.....

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

.....  
CERTIFIED PRACTICING ACCOUNTANT



---

---

**APPENDIX 5B**

---

---

**AUDIT CERTIFICATE**

To *(insert employer name)*

**Scope**

We have been provided with a copy of, and have read, the *(insert name of this Enterprise Agreement)*.

We have audited the Time and Wages records and all other records of *(insert employer name)*, for the years ending / / , which records we believe were necessary to be audited in order to determine whether *(insert employer name)* has complied with its certified agreement.

The Managing Director/Owner of *(insert employer name)* was responsible for providing all records required to undertake the audit.

We have conducted an independent audit of the records in order to express an opinion on whether *(insert employer name)* has complied with its certified agreement. We disclaim any assumption of responsibility for any reliance on this report to any person other than to the parties bound by the *(insert name of this Enterprise Agreement)* or for any purpose other than that for which it was prepared.

Our audit has been undertaken for the purpose detailed in clause XX of the *(insert name of this Enterprise Agreement)* and has been conducted in accordance with Australian Auditing Standards.

Our procedures included *(insert procedure utilised)*.

These procedures have been undertaken to form an opinion whether, in all material respects, . has complied with its certified agreement.

**Audit Opinion**

In our opinion *(insert employer name)* has complied with its certified agreement, for the year ending / / .

Or

In our opinion *(insert employer name)* has not complied with its certified agreement, for the year ended / / . All areas of non-compliance with the certified agreement are listed in attachment A to this certificate.

Date:..... Firm:.....

Address:..... Partner:.....





## APPENDIX 6

## NEW ENTRANT TRAINEESHIPS

**1. APPLICATION**

This Appendix will apply to persons who are undertaking a Traineeship Scheme.

**2. RELATIONSHIP WITH THE AGREEMENT**

This Appendix will be read wholly in conjunction with this Agreement. Where this Appendix is silent on rates of pay and other matters pertaining to the employment relationship, other provisions of this Agreement apply. Where there is conflict between this Appendix and other provisions of this Agreement, the Appendix applies.

**3. ENGAGEMENT OF TRAINEES**

The employer is encouraged, and will make its best endeavours, to engage one Trainee for every 10 other employees it employs.

**4. TRAINING CONDITIONS**

The Trainee will attend an approved Training course or training program prescribed in the Training Agreement. A Traineeship will not commence until the relevant Training Agreement, made in accordance with a Traineeship Scheme, has been signed by the Employer and the Trainee and lodged for registration with the State Training Council. The Employer will ensure that the Trainee is permitted to attend the training course or program provided for in the Training Agreement and will ensure that the Trainee receives the appropriate on-the-job training.

**5. EMPLOYMENT CONDITIONS**

A Trainee will be engaged on a full-time basis for a maximum period of time as specified in the Training Agreement after which time they will be employed as a full-time employee if work is available. Where the employment of a Trainee by the Employer is continued after the completion of the Traineeship period, such Traineeship period will be counted as service for the purposes of the Certified Agreement. Trainees will be paid when attending courses during ordinary hours.

The employer will supply each Trainee with tools of trade of no less value at retail prices than as prescribed in Appendix 5. The retail value will increase in line with the increases to wages and allowances. The tools must be supplied no later than the completion of the Trainee's probation period. A list of tools to be supplied is detailed in Appendix 5. All tools of trade will become and remains the property of the Trainee and are to be available and used in performing work as required by the employer. The employer will keep a record of the dates upon which requisite tools of trade have been supplied, together with details of the description, type, retail value, and actual supplied cost of such tools of trade. All other tools and equipment required by the Trainee to perform their work will be provided by the employer and will remain the property of the employer.

**5. TRAINEE WAGES**

Persons undertaking a Traineeship will receive either the following rates or remain at their existing level, whichever is the greater:

Trainee wages								
Level	Relativity	Hr	Jul-11	1-Jan-12	1-Jul-12	1-Jul-13	1-Jul-14	1-Jul-15
		Wk						
New entrant	82%	Hr	\$24.60	\$25.21	\$26.47	\$27.80	\$29.19	\$30.65
		Wk	\$885.60	\$907.56	\$952.92	\$1,000.80	\$1,050.84	\$1,103.40
CW1 (b)	88%	Hr	\$26.40	\$27.06	\$28.41	\$29.83	\$31.32	\$32.89
		Wk	\$950.40	\$974.16	\$1,022.76	\$1,073.88	\$1,127.52	\$1,184.04
CW1	92.40%	Hr	\$27.72	\$28.41	\$29.83	\$31.32	\$32.89	\$34.53
		Wk	\$997.92	\$1,022.76	\$1,073.88	\$1,127.52	\$1,184.04	\$1,243.08
CW2	96%	Hr	\$28.80	\$29.52	\$30.99	\$32.54	\$34.17	\$35.88
		Wk	\$1,036.80	\$1,062.72	\$1,115.64	\$1,171.44	\$1,230.12	\$1,291.68
CW3	100%	Hr	\$30.00	\$30.75	\$32.28	\$33.90	\$35.59	\$37.37
		Wk	\$1,080.00	\$1,107.00	\$1,162.08	\$1,220.40	\$1,281.24	\$1,345.32

**APPENDIX 7**

**ENDORSEMENT OF THE AGREEMENT**

The signatures below testify to the fact that the agreement has been properly made at [redacted] company and union levels.

Signed for and on behalf of [redacted]

[redacted]

}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}

[redacted]

[redacted]

Address for person authorised to sign the agreement

[redacted]

Explanation of persons authority to sign the agreement

[redacted]

In the presence of

}  
}  
}  
}  
}  
}

[redacted]

Signed for and on behalf of the **Construction, Forestry,  
Mining & Energy, Union, Construction and General  
Division, Queensland Construction Workers Divisional  
Branch**

}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}

[redacted]

Address for persons authorised to sign the agreement

Explanation of persons authority to sign the agreement

In the presence of

}  
}  
}  
}  
}

[redacted] agreement  
.....  
(Sign Name)

[redacted]  
(Print Name)

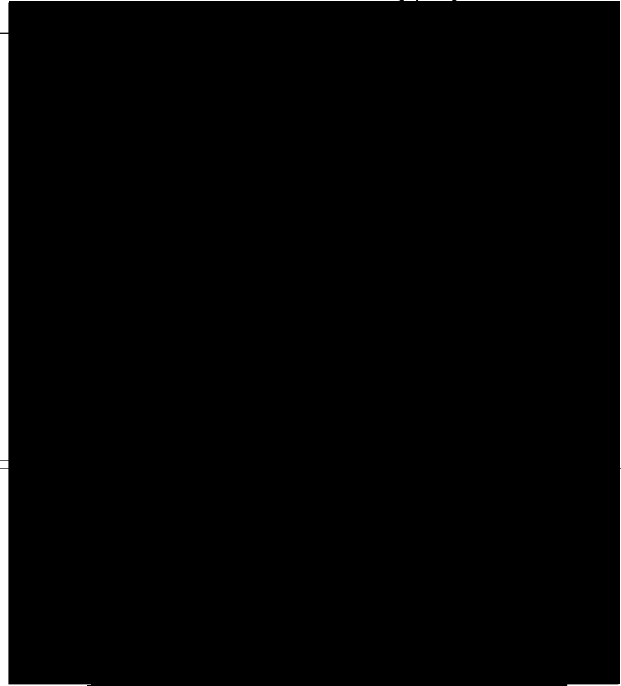
[redacted]

Signed for and on behalf of the Construction, Forestry, Mining }  
& Energy, Union, Construction and General Division, }  
Queensland Builders Labourers Divisional Branch }

Address for persons authorised to sign the agreement

Explanation of persons authority to sign the agreement

In the presence of



}  
}  
}  
}  
}  
}  
}  
}  
}  
}

[Redacted signature area]  
[Redacted name area]

(Print Name)



# Tailored Solutions for Construction and Allied Workers

## BUILT PLUS 24/7 Group Personal Accident Sickness Insurance



### JLT LEADING THE WAY ON INCOME PROTECTION

The JLT (CSI) Discretionary Trust is specifically designed for the affiliated members of the CFMEU and offers a unique and innovative alternative to traditional insurance cover. The discretionary trust has been fully endorsed by the CFMEU, and provides you with competitive, cost effective weekly benefits. All backed by our dedicated Customer Service and Claims Teams.

KEY FEATURES AND BENEFITS	COVER COMPARISON CHECKLIST	
	JLT	OTHERS
→ Injury & Sickness - 365 days. Worldwide. 24/7 Protection	✓	?
→ Broad Coverage - providing protection beyond the scope of normal insurance	✓	?
→ Maximum Benefit Period - 104 weeks (other than psychological illness where maximum weekly benefit period is 26 weeks)	✓	?
→ Waiting Period - 28 days	✓	?
→ Flexible Cover - three levels available	✓	?
→ Funeral Expenses (following death as a result of injury) - up to \$10,000	✓	?
→ Crisis Illness benefit - 13 weeks advance payment of income considered	✓	?
→ Cover for All Disclosed Employees - up to age 70 (Injury & Sickness)	✓	?

TYPE OF COVER	LEVEL OF COVER	COST PER WEEK
Gold	85% of gross weekly basic wage up to \$2,000 plus 9.25% super guaranteed to a maximum of \$185.00 per week. Gold Cover includes Workers' Compensation top up	\$23.50
Silver	100% of gross weekly basic wage up to \$1,000 plus 9.25% of super guaranteed to a maximum of \$92.50 per week.	\$19.00
Bronze	100% of gross weekly basic wage up to \$700 plus 9.25% super guaranteed to a maximum of \$64.75 per week.	\$16.00

For further details and a competitive quote contact:



All cover is subject to the Trustee's discretion and/or the relevant policy terms, conditions and exclusions. Any advice in this document is general advice and does not take into account your objectives, financial situation or needs. You should consider the relevant Product Disclosure Statement and your objectives, financial situation or needs before acting on this advice. Please visit <http://www.jlta.com.au/jcl/csl> act or contact Jardine Group Services Pty Ltd for the relevant Product Disclosure Statement, or for further information.

## THE JLT (CSI) DISCRETIONARY TRUST ARRANGEMENT Acceptance Form

Before completing this Acceptance Form, be sure to read Sections 1, 2, 3 and 4 of our PDS. Our PDS will help a Potential Member decide whether to become a Member of the JDT Arrangement.

This Acceptance Form relates to both the Scheme Cover and Insurance Cover components of the JDT Arrangement.

Date of Trust Deed: 30th April 2012

Fund Period: 31st May 2013

to

31st May 2014

**PLEASE NOTE** You are not a member of this JDT Arrangement until we receive your Membership Contribution and completed Acceptance form

Employer \_\_\_\_\_ ABN \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ PH \_\_\_\_\_

E-mail \_\_\_\_\_ Fax \_\_\_\_\_

TOTAL CONTRIBUTION (Incl. GST)	Gold	Silver	Bronze
<b>Breakdown of Contribution</b>			
Aggregate Contribution* This is the proportion of the Total Membership Contribution payable by a Member to meet claims and costs attributable to claims management	48.58%	53.05%	50.74%
Administration Contribution** This is the proportion of the Total Membership Contribution payable by a Member which represents the administrative fees of the JDT Arrangement	7.33%	9.17%	11.00%
Insurance Cover Contribution. This is the proportion of the Total Membership Contribution payable by a Member which represents the premium paid to the Insurer for the Insurance Cover	18.49%	12.44%	11.20%
Insurance Cover premium stamp duty (GST Exempt)	2.03%	1.37%	1.24%
Jardine Lloyd Thompson Pty Ltd (the Broker's) Broking Fee	5.77%	3.89%	3.50%
Creative Safety Initiatives Trust (the Promoter's) Fee. This is an administrative fee paid for the distribution, contribution collection and other related services provided by the Promoter.	8.89%	11.11%	13.34%
<b>GST Payable</b>	<b>8.91%</b>	<b>8.97%</b>	<b>8.98%</b>

\*Includes Claims Management Service Fee \$500.00 per claim

\*\* The Administration Contribution can be broken down as follows based on budgeted estimations:

- Actuary fees- 2%
- Legal costs- 2%
- Audit fees- 7%
- Scheme Manager's (JGS's) Fees- 89%

**Please complete and return this Acceptance Form with your payment and retain a copy for your records.**

**Declaration** (In addition to the duty to disclose certain information to the Insurer and the Trustee)

a) I have read the PDS and agree to be bound by the Rules. I am aware that the withdrawal from the JDT Arrangement as a Member does not entitle the Member to a refund of the Total Membership Contribution in full or in part, other than any applicable return Membership Contribution in respect of the unexpired portion of the Insurance Cover.

b) I agree to receive the PDS, FSG and annual report for this product online at [www.jlta.com.au/csi](http://www.jlta.com.au/csi) or I have obtained a hard copy of the PDS and FSG

c) Privacy Act Implications: Upon joining the JDT Arrangement you, as a Member, acknowledge that, as part of the financial reports, the Trustee will be declaring Members' detailed Claims data to all Members and service providers performing specific tasks on behalf of the Trust.

**LEVEL OF COVER (PLEASE TICK)**

Gold - 85% cover up to \$2,000 plus 9% super per week

Silver - 100% cover up to \$1,000 plus 9% super per week

Bronze - 100% cover up to \$700 plus 9% super per week

Signature \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE TURN THE PAGE TO COMPLETE ALL DETAILS**