

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 — s 193 — certification of an agreement

State of Queensland (Department of Transport and Main Roads)

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland

The Australian Workers' Union of Employees, Queensland

The Electrical Trades Union of Employees Queensland

Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

Together Queensland, Industrial Union of Employees

(Matter No. CB/2023/106)

TRANSPORT AND MAIN ROADS OPERATIONAL EMPLOYEES' CERTIFIED AGREEMENT 2022

Certificate of Approval

On 18 October 2023 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **TRANSPORT AND MAIN ROADS OPERATIONAL EMPLOYEES' CERTIFIED AGREEMENT 2022**

Parties to the Agreement:

- State of Queensland (Department of Transport and Main Roads)
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland

- The Australian Workers' Union of Employees,
Queensland
- The Electrical Trades Union of Employees
Queensland
- Transport Workers' Union of Australia, Union
of Employees (Queensland Branch)
- Together Queensland, Industrial Union of
Employees

Operative Date: 18 October 2023

Nominal Expiry Date: 31 August 2025

Previous Agreements: *Transport and Main Roads Operational Employees' Certified Agreement 2019*

**Termination Date of
Previous Agreement:** 18 October 2023

By the Commission

R.D.H. McLennan
Industrial Commissioner
19 October 2023

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – s. 189 – Application for certification of agreement

State of Queensland (Department of Transport and Main Roads)

AND

The Australian Workers' Union of Employees, Queensland; Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; the Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland; the Electrical Trades Union of Employees, Queensland; Together Queensland, Industrial Union of Employees; and the Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

(Matter No. CB/2023/106)

TRANSPORT AND MAIN ROADS OPERATIONAL EMPLOYEES' CERTIFIED AGREEMENT 2022

This Agreement, made under the *Industrial Relations Act 2016*, on the 18/10/2023 between the State of Queensland (Department of Transport and Main Roads) ABN 39 407 690 291 (herein after referred to as 'TMR') and the Australian Workers' Union of Employees, Queensland; Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; the Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland; the Electrical Trades Union of Employees, Queensland; Together Queensland, Industrial Union of Employees; and the Transport Workers' Union of Australia, Union of Employees (Queensland Branch), on behalf of the employees of (TMR) employed under the Awards listed in clause 1.4 herein, witnesses that the parties mutually agree as follows:

TRANSPORT AND MAIN ROADS OPERATIONAL EMPLOYEES' CERTIFIED AGREEMENT 2022

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PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as the *Transport and Main Roads Operational Employees' Certified Agreement 2022* and abbreviated as this Agreement.

1.2 Parties Bound

- (1) This Agreement is binding upon:
 - (a) State of Queensland (Department of Transport and Main Roads)
 - (b) an employee of the State of Queensland employed in TMR who is covered by the awards listed in clause 1.4 of this Agreement - *Relationship with Parent Awards* - and for whom rates of pay, conditions of employment and entitlements are provided for in this Agreement
 - (c) The Australian Workers' Union of Employees, Queensland;
 - (d) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
 - (e) The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland;
 - (f) The Electrical Trades Union of Employees, Queensland;
 - (g) Together Queensland, Industrial Union of Employees;
 - (h) Transport Workers' Union of Australia, Union of Employees (Queensland Branch).
- (2) For the avoidance of doubt, the following persons are not covered by this Agreement:
 - (a) Chief Executives, Senior Executives and Senior Officers under the *Public Sector Act 2022*; appointments made on a fixed term declared under section 155 of the *Public Sector Act 2022*; an employee engaged under contractual arrangements (this does not refer to an employee engaged under sections 149 and 150 of the *Public Sector Act 2022* engaged for a fixed term);.
 - (b) An employee engaged under the *Transport and Main Roads Enterprise Bargaining Certified Agreement 2019*, and successor Agreements.
 - (c) An employee engaged under the *Maritime Safety Queensland, Maritime Operations Certified Agreement 2018*, and successor Agreements.

1.3 Dates and Period of Operation

- (1) This Agreement shall operate from the date of its certification by the Queensland Industrial Relations Commission and shall remain in force until 31 August 2025. The parties have agreed that the terms of the Agreement will be given operative effect on and from 1 September 2022, unless otherwise specified.
- (2) This Agreement replaces the *Transport and Main Roads Operational Employees' Certified Agreement 2019* insofar as it has application to employees bound by this Agreement.
- (3) For the purpose of section 228(3)(a) of the *Industrial Relations Act 2016*, the *Transport and Main Roads Operational Employees' Certified Agreement 2019* shall be terminated upon the certification of this Agreement.
- (4) The parties agree to commence negotiations six months prior to the expiry of this Agreement, with a view to negotiating and settling a replacement Agreement.

1.4 Relationship with Parent Awards

- (1) This Agreement shall be read and interpreted in conjunction with the following Awards and Order applying to employees of TMR covered by this Agreement. Provided that, where there is an inconsistency with these Awards or order, the terms of this Agreement shall take precedence.

- (2) The relevant Awards and Order for employees covered by this Agreement are, until otherwise no longer applicable:
 - (a) *Civil Construction, Operations and Maintenance General Award - State 2016* (Civil Construction Award);
 - (b) *Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016* (BEMS Award);
 - (c) *Apprentices' and Trainees' Wages and Conditions (Queensland Government Departments and Certain Government Entities) Order*.
- (3) The provision of these Awards and Order, as amended from time to time shall apply, provided that any amendment which would result in a diminution of an employees' entitlements and/or conditions that existed at the commencement of this Agreement shall not apply.

1.5 No Further Claims

- (1) This Agreement is in full and final settlement of all matters within it, and all Union and employee claims relating to employee rights and entitlements, for the duration of this Agreement. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.
- (2) This Agreement covers all matters or claims that could otherwise be subject to protected industrial action. The following changes may be made to employees' rights and entitlements during the life of this Agreement:
 - (a) General Rulings and Statements of policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
 - (b) Any improvements in conditions that are determined on a whole-of-government basis;
 - (c) Reclassifications; and
 - (d) Application of Directives made under the *Public Sector Act 2022*.
- (3) Unless inconsistent with the terms of this Agreement, the entitlement of employee's covered by this Agreement as contained in awards, Queensland Industrial Relations Commission orders, or directives made under the *Public Sector Act 2022* effective at the date this Agreement was made, shall not be reduced for the life of this Agreement.

1.6 Statement of Intent

Within the parameters of this Agreement, the parties recognise the following context and objectives:

- (1) This Agreement:
 - (a) is negotiated at a time when the expectations of Government, industry and the community are focused on achieving improvements in the short term and long-term productive performance of public sector organisations, linked to skilling, capability and job security;
 - (b) positions the parties to pursue and prove to our key stakeholders that TMR is pursuing the achievement of industry best practice and maximum flexibility to best provide for the long-term viability and success of its commercial and corporate business units and the job security of its employees;
 - (c) will assist in ensuring the continued confidence of Government, industry and the community in TMR; and
 - (d) will promote best practice approaches to human resource management, technology management and financial management across the civil construction industry.

- (2) TMR, industrial organisations of employees (that is, unions) and employees will continue to work together to identify the organisational capabilities needed to adapt to an increasingly complex, demanding and competitive environment.

1.7 Context

- (1) The parties recognise the capability challenges that will face TMR during the life of this Agreement, particularly as a result of the enhanced infrastructure program.
- (2) In order to meet the workforce capability challenges required to assist TMR to deliver the roads program, the parties agree to work together in a spirit of cooperation and partnership.
- (3) This Agreement requires greater responsibility to be taken by TMR for increased measurable productivity and competition as well as developing positive and productive working relationships with unions and employees.
- (4) The parties accept that TMR will be required to operate in an environment of genuine competition in roads programs delivery and increasing competition in business support areas.
- (5) Therefore, TMR will continue to provide a workplace environment that supports the achievement of industry best practice and maximum flexibility to:
 - (a) best provide for the long-term success of its road service delivery units in a competitive market;
 - (b) ensure best value for money through cost-effective management, administration, planning and delivery of the roads program;
 - (c) ensure internal client satisfaction and responsiveness of corporate support functions; and
 - (d) meet the Government's commitment of job security.

1.8 Guiding Principles

The following guiding principles underpin and are reflected in this Agreement:

- (1) The total rewards package in this Agreement covers pay and conditions, job security and a reasonable employer contribution to future employability through accredited skills development.
- (2) This Agreement will build upon the strategic directions in previous agreements that have been beneficial in changing work practices, linking performance and productivity and enhanced commercial success.
- (3) This Agreement will continue to extend relevant productivity, efficiency, mobility and flexibility initiatives from previous Agreements.
- (4) Consistent with the foregoing, TMR will continue to utilise its own employees and joint venture arrangements with local governments and private contractors.
- (5) The parties agree to recognise the potential impact of initiatives on designated Equal Employment Opportunity (EEO) groups and workers with family responsibilities. In this respect, where possible, the parties agree to implement initiatives consistent with public sector best practices.
- (6) This Agreement may be varied where appropriate, subject to the agreement of the parties. Any agreed variation to the Agreement will be subject to the same consultation and approval process as that used for this Agreement and pursuant to the provisions of the *Industrial Relations Act 2016*.

1.9 Objectives of this Agreement

- (1) TMR is a major employer in the State and provides a service that affects the daily lives of all Queenslanders. The parties are committed to ensuring the department remains an effective organisation delivering quality services to the community.

- (2) The parties are committed to improvements in service delivery, job security, improved efficiency and effectiveness of TMR's operations and activities and promotion of best practice employment strategies amongst its employees.
- (3) The parties are committed to ensuring the working lives of TMR employees are continuously improved, that there is a culture of genuine consultation between TMR and employees, and ensuring employees have the capacity to improve the balance between work and family life.
- (4) This Agreement will achieve the principle objectives in sections 4(i), 4(j) and 4(r) of the *Industrial Relations Act 2016*. We will respect and value the diversity of our employees through helping to prevent and eliminate discrimination.
- (5) In addition, the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect, that would contravene the *Anti-Discrimination Act 1991*.

1.10 Equal Employment Opportunity

- (1) The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practices, that encourage equality of employment and development opportunities, continue and are promoted, during the life of this Agreement. This will include:
 - (a) Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
 - (b) Inclusion of statements during recruitment that the department is an equal opportunity employer;
 - (c) Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
 - (d) Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests;
 - (e) Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the *Anti-Discrimination Act 1991*.
- (2) The department is committed to equal remuneration for work of equal or comparable value.

PART 2 – FLEXIBILITY AND INITIATIVES

2.1 Flexible Working Arrangements

- (1) The parties acknowledge an employee's right to make an application for a flexible work arrangement under Division 4 of the *Industrial Relations Act 2016*.
- (2) The parties agree to the continued use of flexible working arrangements, subject to operational requirements and there being real net benefits to the department.
- (3) It is acknowledged that the Operational Consultative Committee (OCC) has a monitoring role in relation to the use of flexible working arrangements and therefore appropriate information will be made available to the parties.
- (4) In all cases relating to hours of work or workforce flexibility, the parties will continue to monitor the application of flexible work arrangements via the work schedules in SAP HR/Payroll module. Such records shall be available for inspection by duly accredited representatives of unions and/or employees directly affected.
- (5) Managers and employees share the responsibility to work cooperatively in negotiating, developing, implementing, reviewing and maintaining flexible work arrangements. Such flexible work arrangements will be documented.
- (6) Managers are not to unreasonably refuse the use of a flexible work arrangements and will provide employees with reasons for any refusal in writing.

2.2 Initiatives

- (1) Review of Mechanical positions
 - (a) Within 12 months of certification of this Agreement the parties agree to conduct an independent review of Mechanical positions and appropriate organisational structure/s in collaboration with the relevant union and TMR stakeholders.
 - (b) The review will take into consideration relevant matters, including, but not limited to:
 - (i) assessing the current pay classification and progression arrangements
 - (ii) identifying the appropriate reporting relationships between Service Coordinators, Supervisors and the usage of SV1 and / or SV2
 - (iii) reviewing the number of SV1 positions for workshops and site crews and identify if there is a need for standard ratios
 - (iv) clarifying the arrangements for field work outside of the designated, and appropriately designed workshops.
- (2) Structures Inspector classification review
 - (a) During the life of the Agreement, the parties agree to conduct a review of the classification level for the position of Construction Worker - Structures Inspector in collaboration with the relevant unions and TMR stakeholders.
 - (b) The aim of the review is to understand whether the current classification of Construction Worker - Structures Inspector is commensurate to the work performed and the identified learning pathway.

2.3 Site-Specific Arrangements (SSA)

- (1) Where the circumstances require and where the majority of employees agree, site-specific arrangements may be established in accordance with the guidelines attached at Appendix 4 of this Agreement - *Guidelines On Site-Specific Arrangements*.
- (2) SSAs are intended to provide TMR, employees and unions with the opportunity to develop alternative working arrangements for specific time periods, primarily where employees are working away from their home depots in remote or distant locations.
- (3) For more information, refer to Appendix 4 of this Agreement - *Guidelines On Site-Specific Arrangements*.

2.4 Time off in Lieu of Payment (TOIL)

- (1) An employee may, subject to mutual agreement with their relevant human resource management delegate, elect to have overtime, night work, shiftwork, weekend and public holiday penalties acquitted as TOIL in lieu of payment.
- (2) Approval to have overtime, night work, shiftwork, weekend and public holiday penalties requested as TOIL will not be unreasonably withheld by the employer. Conversion of overtime penalties to TOIL is only applicable to employees who are entitled to payment for working overtime. This does not alter current TOIL provisions under the Directive relating to hours and overtime issued and amended from time to time under the *Public Sector Act 2022*
- (3) Employees who are entitled to receive payment for overtime (that is, for employees in receipt of wages that do not exceed AO5(4)) are entitled to TOIL accrued at the applicable penalty rates.
- (4) TOIL entitlement shall be accrued at the applicable penalty rate, provided that an employee shall be paid in accordance with the ordinary hours of work for the work cycle.

- (5) Where, due to work requirements, an employee is not able to take TOIL within three months of the end of the employee's work cycle during which such TOIL has accrued, then the employee can access the TOIL at a time mutually agreeable to the employee and employee's manager, consistent with operational requirements, or get the TOIL paid out at the relevant hourly rate at which it was accrued. An employee may request in writing to extend the three month period to 12 months and, if approved, the employee will be advised in writing. Approval of such a request will not be unreasonably withheld.
- (6) The accrual of TOIL is limited to 150 hours.
- (7) TOIL will be taken as soon as possible at a time mutually agreeable to the employee and employee's manager, consistent with operational requirements.
- (8) TOIL may be taken in whole days or part days.

2.5 Joint Ventures with Local Governments/Private Contractors

- (1) Where there are differences in allowances and working conditions or practices, other than base pay, between TMR employees and employees of local governments or private contractors involved in a joint venture, TMR has the ability to rectify these differences for TMR employees to avoid dissention.
- (2) Refer to Appendix 5 of this Agreement - *Guidelines on the ability to engage in joint ventures with local authorities and private contractors.*

2.6 Site Rates and Site Allowances

- (1) Where TMR employees are engaged on projects for which wage rates and/or additional site allowances have been determined under other industrial arrangements, TMR will negotiate a similar allowance in recognition of securing additional workplace flexibilities pursuant to a negotiated site-specific arrangement.
- (2) The parties acknowledge that while working on these projects to which this provision applies, TMR is not compelled to enter into further arrangements covering such matters as:
 - (a) Building Unions' Superannuation Scheme (Qld)
 - (b) Construction and Building Union Superannuation Fund
 - (c) Building Employees' Redundancy Trust
 - (d) Australian Construction Industry Redundancy Trust
 - (e) Superannuation Plan for Electrical Contractors (Qld)
 - (f) Building Workers' Welfare Trust
 - (g) Construction Income Protection Scheme.

2.7 Phone Fix and Dial in from Remote Location

- (1) In the event an employee who is on call is directed by their manager to provide advice over the telephone or undertake duties associated with accessing departmental databases, or other like departmental systems/facilities, through home based computers or like technologies (without the need for the employee to leave their place of residence and return to the workplace), the employee will be paid at the relevant overtime rate for the actual time worked, with a minimum payment equivalent to 15 minutes.
- (2) Should the employee undertake more than one activity (for example, provide advice or undertake a computer-based duty) within the 15 minute period, no further minimum payment shall apply and the employee will be paid for actual time worked. The employee will be responsible for recording such activities which will require verification by their manager.

PART 3 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Disputes Avoidance and Settlement Procedures

- (1) The objective of this procedure is the avoidance and resolution of any disputes over matters covered by this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee's health or safety. The status quo existing immediately before the emergence of the dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (3) There is a requirement for TMR to provide relevant information and explanation and to consult with the appropriate employee representatives.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
 - (a) The matter is to be discussed by the employee's union, and/or the employee(s) concerned, where appropriate, and the immediate manager in the first instance. The discussion shall take place within 24 hours and the procedure shall not extend beyond seven days.
 - (b) If the matter is not resolved as per provision (a), it shall be referred by the union and/or the employee(s) concerned to the appropriate TMR representative who shall arrange a conference of the parties to discuss the matter. This process shall not extend beyond seven days.
 - (c) If the matter remains unresolved, it may be referred to the employee and/or their union and the Director-General of TMR and/or their nominee for discussion and appropriate action. This process shall not exceed 14 days.
 - (d) If the matter is not resolved, then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation or, if necessary, arbitration.
 - (e) Timeframes within this procedure may be extended by mutual agreement between the parties.
- (5) In terms of the Industrial Relations Act 2016, the Queensland Industrial Relations Commission is empowered by this Agreement to settle and determine any matters in dispute.
- (6) Nothing in this procedure shall prevent the relevant consultative committee from taking any action considered conducive to resolving the matters in dispute.

3.2 Posting of Agreement

A copy of this Agreement shall be displayed in a conspicuous place at all applicable TMR premises, where it can be easily read by employees in the workplace. Electronic access to this Agreement, where available, is sufficient to meet the requirements of this clause.

3.3 Consultative Arrangement and Roles of Key Parties

- (1) TMR and the unions party to this Agreement have agreed on consultative arrangements to ensure employees are fully consulted in the identification, development, implementation and evaluation of initiatives.
- (2) The implementation of initiatives through consultation is tailored to meet the operational needs of TMR. It is agreed that not every initiative will be appropriate for implementation in every work area.
- (3) Consultation will be guided by a commitment to:
 - (a) work together to maximise the adoption of agreed initiatives;
 - (b) implement agreed flexible workplace arrangements in ways that do not disadvantage

employees; and

- (c) identify and implement, as appropriate, agreed initiatives which enhance the quality of working life.
- (4) Roles of TMR, unions and employees in consultation:
- (a) TMR will have a joint union and employer Operational Consultative Committee (OCC). The OCC will monitor the implementation of this Agreement. Aspects of this Agreement that will be monitored will include:
 - (i) flexible working arrangements;
 - (ii) implementation of initiatives in this Agreement;
 - (iii) receipt and consideration of OCC minutes and advice where appropriate;
 - (iv) OCC involvement in actively resolving issues; and
 - (v) providing feedback on the implementation of this Agreement.
 - (b) The OCC will include representatives of TMR and workplace representatives endorsed by the respective registered unions.
 - (c) The initiatives in this Agreement will be implemented through the consultative process that will be monitored by the OCC.
 - (d) The primary role of the OCC is to:
 - (i) monitor progress towards achievement of initiatives;
 - (ii) ensure all employees are properly consulted through effective mechanisms;
 - (iii) facilitate communication;
 - (iv) encourage co-operative, participative workplace practices implemented as part of this Agreement; and
 - (v) provide advice and direction to the appropriate area implementing commitments arising from this Agreement.
- (5) Process of consultation:
- (a) Changes that contribute to increased productivity can be initiated by employees and TMR through consultation at the workplace. Where agreement is reached between TMR and the majority of employees in the work unit or units concerned, and the proposed change is consistent with the initiative agreed by the OCC. the change can be implemented
 - (b) In implementing agreed changes, the process required of the Director-General or the relevant human resource management delegate is:
 - (i) participation of the workforce affected by change;
 - (ii) obtaining agreement of the majority of employees affected;
 - (iii) notification to the OCC; and
 - (iv) notification to the relevant registered unions or local officials where necessary.
 - (c) It will not be necessary to obtain the agreement of employees unaffected by changed arrangements.
 - (d) Where TMR proposes to introduce changes within the scope of this Agreement and which are

likely to have a significant affect on employees, TMR will notify both affected employees and their respective unions either prior to any action being taken or at the earliest possible opportunity. TMR will discuss with employees and their unions the introduction of change and measures to avoid or minimise any adverse consequences. Further, consideration will be given to issues raised by employees and their unions in relation to these changes.

- (e) Where agreement to change an initiative/s within the scope of this Agreement is not reached at a local level, the issue may be referred, by either party, to the OCC for resolution.
 - (f) Where it is proposed to proceed with implementation without the support of the majority of employees affected, the relevant human resource management delegate will attempt to resolve the matter with the local official or officials of the relevant unions.
 - (g) TMR will maintain records relating to the operation of clause 3.3 of this Agreement - *Consultative Arrangement and Roles of Key Parties* - for access by the OCC.
- (6) To ensure effectiveness and equity:
- (a) consultative mechanisms will involve employees in identifying and developing proposals for improvements and to facilitate best practice;
 - (b) employees who are affected by proposed initiatives will be consulted;
 - (c) consultative arrangements will encompass all the work areas within TMR; and
 - (d) consultative arrangements will take into account the interests of the target groups identified in the *Public Sector Act 2022*.

PART 4 – EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Job Security and Permanent Employment

- (1) The parties are committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. The parties are encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.
- (2) TMR is committed to continue applying the Public Service Commission's Directive relating to fixed term temporary employment or replacement Directive. In addition, TMR commits to continue to apply the offers of permanent employment as prescribed in clause 4.3 of this Agreement - *Labour Hire*.
- (3) The parties further commit to maintain current in-house work to maintain and grow the workforce during the life of the Agreement.
- (4) TMR, in line with the Queensland Government's *Employment Security Policy*, is committed to improved job security for permanent employees. This commitment will be assisted where managers and employees are more flexible in terms of work, mobility, work practices and skills acquisition to meet changing business needs. The proactive acquisition of skills by employees can ensure their employability in the civil construction industry and other related industries.
- (5) Where changes in work patterns affect job viability, deployment, redeployment and retraining will remain TMR's priority.
- (6) It is TMR's intention that future organisational change and restructuring will be limited in scale. All organisational change will need to demonstrate clear benefits and enhanced service delivery to the community. The objective is to stabilise TMR and to avoid unnecessary change that will not deliver demonstrable benefit to TMR or the community.
- (7) These commitments are effected through the Queensland Government's *Employment Security Policy* and *Contracting-Out of Services Policy*. Further, the Queensland Government and TMR undertakes that permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental priorities other than in exceptional circumstances. Job reductions by

forced redundancy or retrenchments will not occur. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities.

- (8) TMR will advise the OCC of its intention to implement changes that may affect the employment security of its employees, prior to the commencement of any planned changes.
- (9) TMR will provide information to the unions on its employment practices in relation to the use of temporary and casual employment.
- (10) TMR will involve the unions in its review of consultants and contractors and will submit any issues to the OCC.
- (11) The OCC may make recommendations and provide advice to the department on any matters affecting the employment security of TMR employees.

4.2 Contracting Out of Work

- (1) In accordance with the Queensland Government's *Contracting Out of Services Policy* and *Employment Security Policy*, the parties will work together to:
 - (a) maximise security of employment for TMR employees by limiting the contracting out of existing services; and
 - (b) achieve "best value" delivery of services to the public through a preference for direct employment over the use of labour hire.
- (2) The contracting out of any future services will comply with the Queensland Government's Contracting Out of Services policy.
- (3) Secure Jobs Commitment
 - (a) It is the objective of the following arrangements to further maximise the use of TMR employees in order to enhance job security, in line with the Queensland Government's *Employment Security Policy*.
 - (b) This clause applies to work that the RoadTek business unit within TMR traditionally undertakes, covered by this Agreement, and which could be contracted out by any part of TMR.
 - (c) To the extent permitted by law, this clause will apply to projects which have Federal funding.
 - (d) The parties acknowledge that TMR is bound by the Queensland Government's *Employment Security Policy* or any policy that supersedes this policy.
 - (e) The parties recognise that contractors will continue to be an aspect of TMR's business, however, the parties are committed to minimising the use of contracting-out and/or labour hire utilising a workforce planning process. To that end the parties have established an insourcing reference committee which has a balance of representation between respective unions and TMR.
 - (f) TMR will provide details of the instances of current contracted out RoadTek services and labour hire engagements. Information in this provision will be provided by TMR to the relevant union(s) within 8 weeks of certification of the Agreement and on a quarterly basis thereafter. The details to be provided must include:

Reports	Details
Contracting	Contract title Contract supplier Services provided Specialised work (yes/no) Location services provided Contract end date Contract extension (yes/no)

	Review date of contract Date of most recent compliance check*
Labour Hire	Job title Location Period of employment Reason for engagement

*Compliance check – in accordance with clause 4.2(3)(g) of this Agreement.

- (g) TMR will include as a condition of all future contracts a requirement that contractors (including labour hire companies) must pay the current terms contained within this Agreement as a minimum for all work performed in the callings covered by this Agreement. This provision shall apply to all relevant tenders called and relevant contracts entered into on or after the date of the certification of this Agreement. Where RoadTek work is to be performed in accordance with industry accepted standards of accreditation or minimum qualifications, these requirements must also be met by contractors, subcontractors and labour hire providers.
- (h) Contractors will not be utilised for core, day-to-day activities that are regular, systematic and planned to continue for a 12-month period that can viably be performed in-house, taking into account RoadTek’s work program.
- (i) The parties acknowledge the importance of ensuring that any contractor or labour hire business engaged must be able to demonstrate compliance with all industrial and workplace health and safety laws, and is sufficiently capitalised to continue compliance throughout the life of the contract.
- (j) Provided that this clause does not apply to unplanned and in the alternative non-programmed emergent work, prior to TMR contracting out, the relevant union(s) will be consulted as early as possible with discussions to take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangements for the provision of services by an external provider. It is the responsibility of the relevant union(s) to participate fully in discussions on any proposals to contract out or lease current services.
- (k) Where the use of contractors is the result of an ongoing need for a particular skill/s and TMR employees could be reasonably expected to acquire and use those skill/s, TMR will provide training to develop a level of in-house capacity.
- (l) The use of contractors is permitted in the following circumstances:
 - (i) the work volume is beyond the capacity of the employees and resources of RoadTek;
 - (ii) the type of work or specialisation is outside the traditional, and reasonable, scope of RoadTek’s operations;
 - (iii) the work is of an immediate and genuinely unexpected nature;
 - (iv) the requirement to comply with government procurement policy; and/or
 - (v) public interest that such work should be contracted out, including work for indigenous and regional contractors or to build capacity in remote regional areas.

4.3 Labour Hire

- (1) TMR will continue to maintain the practice of requiring employees of labour hire businesses to be paid, as a minimum, the remuneration payable to equivalent TMR employees.
- (2) Employees of labour hire firms engaged by RoadTek will be offered permanent employment with TMR subject to meeting the following criteria:
 - (a) 12 months or greater continuous service with a labour hire company engaged by TMR on TMR worksites; and

- (b) assessment to determine appropriate classification in line with the applicable Recruitment and Selection Directive in operation at the time.
- (c) there are FTE available within RoadTek's FTE allocation.
- (3) In addition, TMR agrees to offer TMR employment to approximately 60 FTE of labour hire employees, who would otherwise have been eligible for conversion but for the presence of the provisions in the TMR Operational Agreement 2019's labour hire clause (clause 4.3).
- (4) Updates on the number of employees of labour hire firms offered permanent employment with TMR will continue to be provided at each OCC meeting.
- (5) The parties acknowledge that any proposed labour hire contracts will comply with the Queensland Government's *Contracting Out of Services Policy*.
- (6) In accordance with the Queensland Government's *Contracting Out of Services Policy* the parties agree to hold discussions regarding the appropriateness of contracts, prior to their expiry.

PART 5 – REMUNERATION OUTCOMES

5.1 Wage Rate Increases

- (1) The following pay rates shall be available to employees covered by this Agreement:
 - 1 September 2022: New pay rates as per Column A of Appendix 1 of this Agreement shall apply on 1 September 2022. This first increase amounts to 4% on the pay rates applicable at 31 August 2022.
 - 1 September 2023: New pay rates as per Column B of Appendix 1 of this Agreement shall apply on 1 September 2023. This second increase amounts to 4% on the pay rates applicable at 31 August 2023.
 - 1 September 2024: New pay rates as per Column C of Appendix 1 of this Agreement shall apply on 1 September 2024. This third increase amounts to 3% on the pay rates applicable at 31 August 2024.
- (2) Any future C scale roles will be evaluated as per the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016*.

5.2 Cost of Living Adjustment (COLA) Payments

- (1) Definitions
 - (a) The following definitions apply for the purposes of the COLA Payments clause:
 - (i) **agreement year** – means one of the three 12-month periods from 1 September in one year to 31 August in the following year that includes a calculation date.
 - (ii) **base wages** – for an eligible employee, means the salary actually payable to the particular employee in the relevant agreement year for work covered by this Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable. It does not include any other allowances or additional payments howsoever described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken; any payments for TOIL where the TOIL is not taken, COLA payments from previous periods, etc).
 - (iii) **calculation date** – means, either 31 August 2023 (COLA Payment Year 1); or 31 August 2024 (COLA Payment Year 2); or 31 August 2025 (COLA Payment Year 3).

- (iv) **COLA payment percentage** – see clause 5.2(3)(b) of this Agreement
- (v) **CPI** – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant agreement year, as published by the Australian Bureau of Statistics. Queensland Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.
- (vii) **eligible employee** – see clause 5.2(2) of this Agreement.
- (viii) **Queensland government employee** – means a person employed in a government entity, as defined in section 24 of the *Public Service Act 2008* as in force at 1 September 2022, and the entities specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of the Act: the parliamentary service, the Governor’s official residence and its associated administrative unit, and the police service.
- (ix) **wage increase under the Agreement** – means the wage increase of either 4%, 4% or 3%, as specified in clause 5.1 of this Agreement - *Wage Rate Increase*, that occurs at the commencement of an agreement year.

(2) Eligibility

- (a) Eligible employees covered by this Agreement may be entitled to receive COLA payments based on the calculation dates, for up to three years only, and ending for the calculation date of 31 August 2025.
- (b) An employee is an eligible employee if they performed work under this Agreement during a relevant agreement year and they are covered by this Agreement on the relevant calculation date for the associated COLA Payment.
- (c) In recognition of employee mobility across the sector, where an employee would otherwise be an eligible employee in accordance with clause 5.2(2)(b) of this Agreement, but they are not covered by this Agreement on the relevant calculation date due to being employed elsewhere as a Queensland government employee on the calculation date, they will be deemed to be an eligible employee for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee is required to provide relevant details of their eligibility to TMR.

Example – an employee works for the first 3 months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.

- (d) An employee who starts being covered by this Agreement after a calculation date is not eligible for the associated COLA Payment.

Example – an employee starts being covered by the agreement on 17 September 2023. The employee is not eligible for COLA Payment Year 1.

- (e) An eligible employee who did not perform work under this Agreement for the full agreement year, will receive a pro-rata COLA payment by reference to the base wages they received that was attributable to work under this Agreement.

Example one – an eligible employee is employed and works for 5 months under this Agreement during a relevant agreement year. Their base wages for the agreement year will reflect the 5 months they worked.

Example two – an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay, under this Agreement. Their base wages for the

agreement year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.

Example three – an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months under this Agreement and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the agreement year will reflect 6 months they worked under this Agreement.

- (f) An eligible employee who is casual or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant agreement year because of the definition of base wages.

Example – a part-time employee works 0.6 full-time equivalent during the agreement year. The employee's base wages for the agreement year reflect their hours of work.

- (g) In addition to the other requirements of clause 5.2(2) of this Agreement, casual employees are eligible employees provided they have performed work under this Agreement, or as a Queensland government employee, within the 12-week payroll period immediately prior to the relevant calculation date.

(3) Calculation and payments

- (a) Step one - A COLA Payment is only payable if, for the relevant agreement year, CPI exceeds the wage increase under the Agreement.
- (b) Step two - The relevant COLA Payment is calculated by first determining the percentage difference between the wage increase under the Agreement and CPI for the relevant agreement year and each COLA Payment is capped at 3% (the 'COLA percentage').

Example one: For COLA Payment Year 3, the agreement year is 1 September 2024 to 31 August 2025. The wage increase under the Agreement is 3% on 1 September 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, (that is, 0.9%). 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.

Example two: For COLA Payment Year 1, the agreement year is 1 September 2022 to 31 August 2023. The wage increase under the Agreement is 4% on 1 September 2022. In April 2023, the ABS releases the CPI figure for March 2023 as 7.5%. The COLA Payment is calculated as the difference between 4% and 7.5%, (that is, 3.5%). However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.

- (c) Step three - To calculate an eligible employee's COLA Payment, the relevant employee's base wages for the agreement year are adjusted to determine what their base wages would have been if the relevant wage increase under the Agreement had not been applied for that agreement year. This is done by using the following formula to first determine the value of 'a':

$$a = 100 / (1 + \text{relevant wage increase under the Agreement expressed as a decimal})$$

Then the relevant employee's base wages are then multiplied by 'a', where 'a' is expressed as a percentage:

Example: The wage increase in the Agreement for that agreement year was 4% on 1 September 2022. The base wages payable to the relevant employee for the agreement year from 1 September 2022 to 31 August 2023 is \$90,000. The calculation occurs as follows:

- (i) $a = 100 / (1 + 0.04)$
- (ii) $a = 96.1538$
- (iii) $\$90,000 \text{ adjusted by } 96.1538\% = \$86,538.42;$
- (d) Step four - The figure from clause 5.2(3)(c) of this Agreement is then multiplied by the COLA

Percentage calculated in clause 5.2(3)(b) of this Agreement to determine the particular employee's COLA Payment for that agreement year.

*Example: The COLA percentage is 3%.
\$86,538.42 multiplied by 3% = \$2,596.15*

COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

(4) Timing of information and payments

- (a) For eligible employees under clause 5.2(2)(b) of this Agreement, if payable, the relevant COLA Payment will be made within two (2) months following the relevant calculation date and release of the CPI.
- (b) For eligible employees under clause 5.2(2)(b) of Agreement, if payable, the relevant COLA Payment will be made within two (2) months of the employee providing the notice of their employment pursuant to clause 5.2(3) of this Agreement.

TMR will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

5.3 Enhanced apprentice relativities

For apprentices covered by the BEMS Award and this Agreement, the relative percentages of their wage rates in the first and second year of their apprenticeship shall be 55% and 65% of the wages of a fully qualified tradesperson (C10), effective 1 September 2022.

5.4 Salary Packaging

- (1) Salary packaging is available for all employees (excluding short-term casuals) covered by this Agreement in accordance with Queensland Government policy found in the Circular issued from time to time by the Office of Industrial Relations.
- (2) The following principles apply for employees that avail themselves of salary packaging:
 - (a) the costs for administering the package, including fringe benefits tax, are met by the participating employee;
 - (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
 - (c) increases or variations in taxation are to be passed to employees as part of their salary package;
 - (d) where mandated by relevant Government policy, employees must provide to the employer evidence of independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is *strongly recommended* to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
 - (e) the employer will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
 - (f) there will be no significant additional administrative workload or other ongoing costs to the employer;
 - (g) any additional administrative and fringe benefit tax costs are to be met by the employee;
 - (h) any increases or variations to taxation, excluding payroll tax, that result in additional costs are to be passed on to the employee as part of the salary package;
 - (i) the employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in flexible remuneration packaging; and
 - (j) subject to federal legislation, employees may elect to adjust their current salary packaging arrangements to package up to 100% of salary to superannuation.

5.5 Tradepersons Payment

TMR trade qualified and eligible tradepersons (other than forepersons) engaged under this Agreement and covered by the BEMS Award will receive a weekly payment of \$21.10. This payment recognises their trade and skillset required to perform their duties.

5.6 Timesheet and pay

Any unresolved timesheet and pay related issues will be raised with the respective employee's manager for resolution in the first instance. Matters that cannot be resolved at the local level will be escalated to RoadTek Workforce for resolution. The parties commit to establishing an OCC sub-committee to review any identified ongoing issues regarding employee's timesheets or pays.

PART 6 – REIMBURSEMENTS AND ALLOWANCES

6.1 Skilled infrastructure delivery and maintenance allowance

- (1) An all-purpose skilled infrastructure delivery and maintenance allowance of \$45 per fortnight will be paid to all employees, including apprentices.

- (2) This allowance will be paid pro-rata for part-time and casual workers, and will serve as an all-purpose allowance, and payable as ordinary time earnings for the purposes of superannuation treatment, payable during leave and included in the calculation of overtime and indexed in line with annual wage increases.

6.2 Attraction and retention allowance

- (1) The parties to this Agreement recognise the future challenge of attracting and retaining certain trades where a skills shortage of suitably qualified and skilled employees is being experienced by TMR.
- (2) Qualified electricians and electrical apprentices, covered by this Agreement will receive an attraction and retention allowance of \$45 a fortnight payable in the second year of this Agreement (effective from 1 September 2023) and increased to a \$90 fortnightly allowance payable in the third year of this Agreement effective from 1 September 2024.
- (3) All permanent full-time and permanent part-time qualified electrician employees will be eligible for this payment. Permanent part-time qualified electrician employees will receive the payment on a pro-rata basis.
- (4) Parties to this Agreement recognise that the allowance will only exist for the life of this Agreement and will not continue unless otherwise agreed during negotiations for a new Agreement.

6.3 Reimbursement and Allowance

- (1) This Agreement provides for increases in reimbursements/allowances which have been historically indexed in line with the Agreement's wage quantum:
 - (a) Health and Wellbeing
 - (b) Barrier Truck
 - (c) Employees Removing Dead Animals
 - (d) Bitumen Work
 - (e) Chemical Spray
 - (f) Electrical Contractors Licence
 - (g) Standby
 - (h) On call
 - (i) On call (Foreperson Stream)
 - (j) Rural and Remote Area Incentive Scheme (RRAIS)
 - (k) Radial
 - (l) Incidental
 - (m) Caravan
 - (n) Camp
 - (o) Additional Camp
 - (p) Distant Work
 - (q) Trailer
 - (r) Articulated Vehicles

- (s) Leading Hand
 - (t) Tool.
- (2) Specifically, this Agreement provides for the following increases to the above listed allowances:
- (a) 1 September 2022 4%
 - (b) 1 September 2023 4%
 - (c) 1 September 2024 3%
- (3) The allowance rates are set out in Appendix 2 of this Agreement.

6.4 Review of Allowances

TMR commits to the ongoing review of the existing allowances under this Agreement, the *Civil Construction Award* and the BEMS Award to ensure accurate and consistent application.

6.5 Health and Well Being

- (1) TMR has a long-standing commitment to improving workplace health and safety, and the continuing growth of a strong safety culture is an integral part of TMR future organisational focus.
- (2) TMR's wellness committees are an important driving force for health promotion in TMR. To assist in further driving change to workforce behaviour in relation to workplace health and general wellbeing, TMR will reimburse expenses incurred of up to the amounts prescribed in Appendix 2 of this Agreement, per employee per annum, to support the following health-related activities:
- (a) exercise physiology – exercise program development, personal training;
 - (b) influenza vaccination –immunisation against influenza;
 - (c) physiotherapy– neck and back education, osteo or musculoskeletal treatment and prevention;
 - (d) nutrition/ dietician – weight management, eating disorders, allergies/intolerances;
 - (e) gymnasium/ health club/ sporting club fees – joining and membership fees;
 - (f) dental hygiene – clean and scale, treatment options;
 - (g) quit smoking program – use of patches, hypnotherapy, and gum and the prescription of CHAMPIX;
 - (h) skin cancer screening – from an approved health professional
 - (i) optometrist checks.

6.6 Barrier Truck Allowance

- (1) In operational areas where there is a requirement to use a barrier truck for the protection of work crews, a daily allowance of the amount prescribed in Appendix 2 of this Agreement will be paid to the operator of the truck.
- (2) This allowance will only be payable on days when the barrier is fitted to the truck and the truck is actually used as a barrier truck for the protection of work crews working under traffic. This allowance is exclusive of the leading hand allowance and the truck tonnage allowance.

6.7 Employees Removing Dead Animals Allowance

The allowance prescribed in clause 13.7 of the *Civil Construction Award - Employees Removing Dead Animals* - is to be replaced by the amounts prescribed in Appendix 2 of this Agreement.

6.8 Bitumen Work Allowance

The hourly allowance prescribed in clause 13.2 of the Civil Construction Award - *Bitumen Work* - is to be replaced by the amounts prescribed in Appendix 2 of this Agreement.

6.9 Chemical Spray Allowance

- (1) The weekly allowance prescribed in clause 13.14 of the Civil Construction Award - *Noxious Weed Eradication* - is to be replaced by the amounts prescribed in Appendix 2 of this Agreement and will include the driver of the vehicle and any spray operators actually involved in chemical spraying.
- (2) The allowance will be applicable in all situations where operators using chemicals are required to wear additional personal protective equipment (e.g. spray masks, protective overalls, gloves and so on).

6.10 Electrical Contractor's Licence Allowance

An employee of TMR who holds qualifications eligible to be granted an electrical contractors' licence and who is required by TMR to be its Nominee by fulfilling the role of Qualified Trade Person (QTP) (Endorsee) by signing the appropriate documentation on behalf of TMR and fulfilling the QTP functions, shall be paid a weekly allowance of the amount prescribed in Appendix 2 of this Agreement.

6.11 Standby Allowance (Civil Construction Award)

The daily allowance prescribed in clause 13.23 of the Civil Construction Award - *Standby Allowance* - is to be replaced by the amount prescribed in Appendix 2 of this Agreement.

6.12 On Call Work Arrangements (BEMS Award)

- (1) Employees covered by the BEMS Award who are required by TMR to be available for on call work can select one of two options as to how they are compensated.
- (2) These provisions, except where otherwise provided, replace the emergency on call provisions in the BEMS Award.
- (3) Where Option Two (below) is selected, the entitlement to one additional week's annual leave as provided under clause 19.3 of the BEMS Award - *Specific annual leave provisions applying to certain employees* - shall not apply.
- (4) Option One
 - (a) An employee may elect to receive the entitlement prescribed at clause 19.3 of the BEMS Award - *Specific annual leave provisions applying to certain employees* - which provides that an employee who agrees in writing to remain in readiness to do overtime work at all hours is to be compensated through an additional one week paid annual leave.
 - (b) An employee who selects this option will be paid annual leave loading for this additional weeks' annual leave.
- (5) Option Two
 - (a) An employee may elect to be paid an on call work allowance of the amount prescribed in Appendix 2 of this Agreement when instructed to remain available for on call work on any occasion outside the usual spread of hours, including on an RDO, Saturday, Sunday or public holiday.
 - (b) An employee selecting Option Two above must complete an on call work agreement with TMR, indicating their desire to be compensated for on call work through the on call work allowance.
 - (c) The agreement will clearly identify the rostering arrangements applicable to the employee while undertaking on call work and will form the basis for the payment of relevant on call work allowances.

- (6) Employees shall only be allowed to alter the basis of compensation for participation in on call work (that is, through additional leave or payment of the on call work allowance) on an annual basis from the date of signing the initial on call work agreement.

6.13 On Call Work Arrangements – (Foreperson stream) BEMS Award

- (1) This clause shall not apply to electrical and engineering supervisory general employees required to be on call to undertake/supervise electrical or engineering work.
- (2) An employee instructed by TMR or a duly appointed employee to be available on call outside the ordinary working hours for duty, in accordance with the undermentioned arrangements, shall be paid, in addition to the ordinary rate of pay, an on call work allowance, as follows:
 - (a) where the employee is on call throughout the whole of a RDO or a statutory holiday - the relevant allowance amount prescribed in the Appendix 2 of this Agreement;
 - (b) where an employee is on call during the night only of a RDO, an accrued day off or statutory holiday - the relevant allowance amount prescribed in the Appendix 2 of this Agreement;
 - (c) where an employee is on call on any other weeknight - the relevant allowance amount prescribed in the Appendix 2 of this Agreement.
- (3) An employee, while on call, who is recalled to perform duties without the need to leave the employee's place of residence, will be paid for time worked with a minimum payment of one hour for each time the employee performs such duties. Should such employee be recalled again to perform duties separately within the minimum one-hour period, no further minimum payment shall apply.
- (4) The employee is responsible for the recording of such requests, which will require subsequent verification by TMR.

6.14 Call Out for employees covered by the BEMS Award

Employees engaged under the BEMS Award who are recalled to work (Monday to Sunday inclusive) will be compensated in respect of each call out as provided under clause 18.4 of the BEMS Award – *Recall to duty - generally*.

Further, employees will be entitled to payment for such work from the time of leaving home to commence that work until they return home from that work, but they must return home within a reasonable time, and payment will be calculated accordingly.

6.15 Rural and Remote Area Incentive Scheme (RRAIS)

- (1) RRAIS is a management scheme which provides improved benefits in rural and remote areas for TMR employees.
- (2) Contribution to the Viability of Rural and Remote Communities:

TMR is committed to maintaining its contribution to the viability of rural and remote communities in which TMR operates and the quality of its services to those communities. For the purpose of this Agreement, the term 'rural and remote communities' are within the following regions: South West region, Central West region, North West region, Fitzroy region (Emerald only).
- (3) Utilisation of Local Businesses to Recruit Employees:

Where practicable, TMR will utilise local businesses or recruit employees from the local area.
- (4) Family Education Assistance:

TMR will continue to support mechanisms for the education of employee's families in rural and remote areas through appropriate polices.
- (5) Compensation and Incentive Package:

TMR maintains a compensation and incentive package for employees working in the above-mentioned

regions and subject to this Agreement.

- (6) Package for an eligible employee is:
- (a) A western allowance, which is in addition to the divisional and district parity allowance, payable to employees located permanently in any of the four rural and remote regions, as denoted in Appendix 2 of this Agreement.
 - (b) Reimbursement of medical expenses (refer to Appendix 6 of this Agreement).
 - (c) Subsidised housing (refer to Appendix 7 of this Agreement).
 - (d) Specific skilling and training strategies which a focus on distance education and training.
 - (e) Subject to clause 5.4 of this Agreement – *Salary Packaging* - the ability to tailor salary packaging to provide specific and cost effective benefits for employees in rural and remote locations.

6.16 Radial Allowance

- (1) The daily radial areas allowance as prescribed in clause 25.3 of both the Civil Construction Award and the BEMS Award - *Provisions applicable to radial based employees* - is to be the amount prescribed in Appendix 2 of this Agreement.
- (2) A radial areas allowance will be paid to employees who are designated as radial based and required to report for duty at a site other than their home depot. The quantum and conditions prescribed in clause 25 of both the abovementioned Awards - *Fares and travelling time* - shall continue to apply.

6.17 Incidental Allowance

An incidental allowance prescribed in Appendix 2 of this Agreement shall be paid to general employees who, as part of their work, are required to stay overnight away from their permanent place of residence, provided that such employees are not in receipt of an incidental allowance by way of Award entitlement.

6.18 Caravan Allowance

Employees who, as part of their work, are required to stay away from their permanent place of residence and elect to reside in their caravan shall be paid a caravan allowance on a per week or per day (for periods of less than one week) basis, at the rates prescribed in Appendix 2 of this Agreement.

6.19 Camp Allowance and Additional Camp Allowance

- (1) The provisions of this clause do not apply in situations where meals have been provided at no cost to the employee.
- (2) In lieu of the camp allowance prescribed at clause 27.3 of the Civil Construction Award and clause 26.2 of the BEMS Award, employees who would otherwise be covered by such provisions will be paid the amounts prescribed in Appendix 2 of this Agreement.
- (3) An additional camp allowance prescribed in Appendix 2 of this Agreement will be paid to employees who are eligible for payment of the camp allowance under those Award provisions referred to above.
- (4) For the purpose of this clause, the rate prescribed at clause 26.2 of the BEMS Award - *Camp allowance and camp accommodation* - is to be divided by 7 to determine a per day amount.
- (5) The increased camp allowance and additional camp allowance rates will reduce proportionately in future agreements if the Award rate for camp allowance is increased by the Queensland Industrial Relations Commission during the period of this Agreement, provided that a total daily payment prescribed in Appendix 2 of this Agreement will be paid to employees.

6.20 Distant Work Allowances

- (1) In lieu of the following provisions, eligible employees will be paid the corresponding distant work allowances prescribed in Appendix 2 of this Agreement, but such allowance shall not be treated as wages:

- (a) Clause 27 of the Civil Construction Award – Living Away From Home - Distant Work; or
 - (b) Clause 26.1 of the BEMS Award - Distant Work.
- (2) In the case of broken parts of the week occurring at the beginning or the ending of employment on a distant job, the allowance shall be per day (refer to Appendix 2 of this Agreement).

6.21 Owner Drivers

- (1) The Owner Driver Motor Vehicle Hire Rates as contained in Schedule 2 of the Civil Construction Award – Owner Drivers - have been previously enhanced to allow the hiring of vehicles in excess of the tonnages currently shown in that Award.
- (2) These rates will only apply to owner drivers located in the Cloncurry, Barcaldine, Roma and Emerald Districts.
- (3) For rates for Tip Trucks and Non-Tip Trucks rates see Appendix 2 of this Agreement.
- (4) A minimum number of 600 kilometres per week must be performed before the excess kilometre rates apply.

6.22 Trailer Allowance

The parties agree that in lieu of the compensation arrangements prescribed in clauses 13.13(a) and 13.20(a) of the Civil Construction Award and the BEMS Award - *Motor Vehicles drawing trailers* - the compensation arrangements prescribed in the Appendix 2 of this Agreement will apply for employees required to use trailers as part of undertaking their duties. (Note: This allowance is related to the towing guidelines/type of towing hitch required for each vehicle).

6.23 Articulated Vehicles

- (1) In lieu of the compensation arrangements prescribed in clause 13.1 of the Civil Construction Award – *Articulated and special vehicles* - the compensation arrangements prescribed in Appendix 2 of this Agreement will apply for employees required to operate articulated and special vehicles as part of undertaking their duties.
- (2) For the purpose of this clause:
 - (a) an articulated vehicle is a vehicle which has a permanent or semi-permanent pivoting joint in its construction, allowing the vehicle to turn more sharply;
 - (b) a double articulated vehicle is a combination with more than one trailer. This could be a B double or road train combination.

6.24 Leading Hand Allowance

In lieu of the compensation arrangements prescribed in clause 13.11 of the Civil Construction Award - *Leading Hands* - and clause 13.18 of the BEMS Award - *Leading hand allowance - Building trades and Engineering streams* - the compensation arrangements prescribed in Appendix 2 of this Agreement will apply for eligible employees.

6.25 Tool Allowance

In lieu of the compensation arrangements prescribed in clause 13.25 of the Civil Construction Award and clause 13.36 of the BEMS Award - *Tool Allowance* - the weekly allowances prescribed in Appendix 2 of this Agreement will apply.

PART 7 – HOURS OF WORK, ROSTERED DAYS OFF, OVERTIME, SHIFT WORK, WEEKEND WORK

7.1 Working on Rostered Days Off (RDO)

- (1) An employee may be requested to work on their RDO for circumstances that require a full day, or as prescribed in a SSA.

- (2) If an employee is requested to work on an RDO, the employee, at their discretion, can elect to be paid at Saturday overtime rates or to bank the day on a time for time basis. TMR cannot force the employee to bank an RDO.
- (3) Provisions for the banking of up to 5 RDOs shall be as provided for in the Civil Construction Award or as varied by a SSA.
- (4) The parties agree that appropriate consultation shall occur over any programming in regard to the scheduled working of RDOs. Employees shall not unreasonably be required to work on RDOs and employees shall not unreasonably withhold agreement to work on RDOs.
- (5) Where a SSA includes a requirement that RDOs be worked and be compensated in the form of TOIL, the TOIL will accumulate at overtime rates.

7.2 Flexible Work Patterns by Mutual Agreement

The parties agree that existing 38-hour week arrangements at the local level may be subject to review. The general principles to be applied are:

- (1) no reduction in client service delivery;
- (2) no increase in costs; and
- (3) the use of facilitative provisions (e.g. consultation requirements) as per the relevant Award.

7.3 Spread of Ordinary Time Hours (All Employees)

- (1) The normal spread of ordinary hours for all employees covered by this Agreement shall be between 6.00am and 6.00pm.
- (2) The ordinary hours of duty shall be worked Monday to Friday, except where the ability for employees to work ordinary hours within alternative work patterns is provided for in an Award provision or elsewhere in this Agreement.
- (3) Nothing in this Agreement alters the provisions of clause 15.1(g) of the Civil Construction Award – *Ordinary Hours of Duty* - which provides that the spread of employees' ordinary hours (that is, 6.00am to 6.00pm) can be extended to daylight hours for certain employees in specifically defined circumstances. Provided further that where work in daylight hours is implemented, ordinary hours shall not exceed 12 hours on any day.
- (4) Except in the circumstances permitted under clause 15.1(g) of the Civil Construction Award – *Ordinary Hours of Duty* - the relevant human resource management delegate cannot extend employees' spread of hours to daylight hours unless agreement is reached with the majority of employees affected.

7.4 Expansion of Ordinary Time Hours for General Employees

- (1) By agreement of the majority of employees affected, ordinary hours, including night work, may be worked up to ten hours per day and starting and finishing times may be staggered. Only in exceptional circumstances can TMR require an employee to work overtime beyond ten ordinary hours per day.
- (2) Where agreement with the majority of employees is not reached, TMR may implement an expansion of employees' ordinary hours, after consultation with the local official or officials of the relevant unions.

7.5 Night Work (Excluding Shift Work)

- (1) Where operationally required by TMR, and following agreement between TMR and the majority of affected employees, employees, upon being given 7 days' notice or a lesser period as agreed between TMR and the majority of affected employees, may be required, for a defined period of time, to work all or part of their ordinary hours between 6.00pm and 6.00am, Monday to Friday (including either the previous Sunday night or the following Saturday morning) to perform activities including:
 - (a) line marking;
 - (b) road and bridge maintenance;

- (c) traffic system maintenance;
 - (d) surveying;
 - (e) concrete pours in extreme climatic conditions;
 - (f) public road safety works; and
 - (g) restriction of public access to business premises.
- (2) Provided that in relation to a response to an emergency or disaster, where urgent repair work is programmed for at least 2 consecutive nights, the 7 days' notification requirement may be waived by agreement of the majority of affected employees and the local official or officials of the relevant unions. Any extension to the period of time that employees are required to perform night work will be by agreement between TMR and the majority of affected employees, and with advice to the local official or officials of the relevant unions.
- (3) Periods of one week and up to four weeks
- (a) All ordinary hours worked between 6.00pm and 6.00am shall incur a penalty of 50% of the ordinary time rate of pay for all hours so worked. Where employees are required to work ordinary hours between midnight on Friday and midnight on Sunday, those ordinary hours worked shall be paid at a rate equivalent to the relevant overtime rate. These arrangements will apply to:
 - (i) periods from one week and up to four weeks; and
 - (ii) periods beyond four weeks only with the agreement of the majority of affected employees and local official or officials of the relevant unions.
 - (b) The hours of duty shall be inclusive of a 30-minute paid meal break.
 - (c) Where overtime is worked:
 - (i) either prior to following night work; and
 - (ii) continuous with such night work; and
 - (iii) between 6.00pm and 6.00am.

it will be paid at double time for the first three hours and double time and a half thereafter.
 - (d) Overtime worked beyond 6.00am following, and continuous with, night work is to continue being paid at the overtime rates mentioned immediately above until such overtime ceases.
 - (e) Provided that only in exceptional circumstances shall TMR require an employee to work overtime beyond the agreed ordinary hours in any one night.
- (4) Periods of less than one week
- (a) Where emergency or urgent repair work is done at night, for less than one week, it will be regarded as ordinary daily hours but paid for at overtime rates.
 - (b) Various scenarios for night work are prescribed in Appendix 9 of this Agreement - *Night Work Scenarios*.

7.6 Flexible Shift Arrangements for Combined Depots/Work Sites

- (1) Employees working at the same location or on adjoining jobs may be required to work shiftwork in order to maximise the use of plant and to increase productivity, provided that such work arrangements involve the working of two or more rotating shifts being worked per day on a common roster. Prior to

implementation, there is to be consultation with the local official or officials of the relevant unions.

- (2) In such a case, all employees shall be deemed to be shift workers under their relevant Award, except that the shift times for day, afternoon and night shifts contained in the Civil Construction Award shall apply and the shift penalty shall be 15% for all hours worked on afternoon or night shifts.

7.7 Working any 5 consecutive days out of 7 days, Monday to Sunday inclusive

- (1) By agreement between TMR, the majority of affected employees and officials of the relevant unions, employees may work their ordinary hours on any five consecutive days out of seven days, Monday to Sunday inclusive, in the following situations:
 - (a) For road works, where undertaking work on Saturday and/or Sunday can provide:
 - (i) improved productivity through better access to roads when traffic volumes are lower;
 - (ii) significant reductions in traffic disruption/delay;
 - (iii) reduced disruption of access to business or education premises;
 - (iv) reduced exposure to safety hazards for workers; and/or
 - (v) less night time noise in urban residential areas (where work might otherwise be done at night).
 - (b) In workshops, where employees are required to maintain or repair plant and equipment on days when construction or maintenance crews are not working to minimise down-time on site; or workshops, laboratories or offices, where necessary, to support construction and maintenance needs in circumstances as outlined in clause 7.7(1)(a) of this Agreement.
- (2) This provision applies primarily for 'on-road' works which disrupt normal traffic flow and access to adjacent business premises (for example, pavement works), rather than 'off-road' activities which do not interfere with traffic movements (for example, signage and roadside drainage works). It is intended to apply on roads where large traffic volumes on weekdays (Monday to Friday) restrict the extent of possible lane closures and where lower traffic volumes on weekends would allow safer, more productive and/or less disruptive road works to be undertaken. This particularly applies to major urban roads that have significant commuter traffic on weekdays.
- (3) All ordinary hours worked between midnight Friday and midnight Sunday shall incur the appropriate penalty rate based on the weekend overtime rate where an award does not prescribe weekend penalty rates for ordinary time hours. In all other cases, the appropriate Saturday and/or Sunday weekend penalty rate in the relevant award will apply.

7.8 Aggregated Hours

- (1) In isolated or remote circumstances, or where climatic factors would substantially disrupt work employees may work their total hours by aggregating their weekly hours across work cycles up to 12 months or less, provided:
 - (a) there is mutual agreement to do so between a majority of affected employees and TMR;
 - (b) there is prior notification to the local official or officials of the relevant unions;
 - (c) the maximum ordinary hours an employee may work is 10 hours per day, five days per week;
 - (d) the total ordinary hours must be worked within a period of not less than nine months for a 12 month work cycle, or proportionately with respect to ordinary hours less than 12 months (e.g. six months work in a period of not less than 4.5 months).
- (2) Before a particular work cycle commences, a roster that provides for the total ordinary weekly hours of work during the work cycle, including time-off provisions, shall be agreed between TMR and a majority of affected employees.

- (3) Where hours in excess of the agreed hours are worked, overtime will accrue and be paid or taken as TOIL, consistent with the terms of this Agreement.
- (4) Provided that at the end of any 12 month period, employees must have:
 - (a) worked their total ordinary annual hours;
 - (b) been paid for their total ordinary annual hours; and
 - (c) acquitted any excess hours by taking TOIL or receiving payment in lieu.
- (5) Any changes to an aggregated roster must be negotiated with all affected employees and a majority of 2/3 of those affected must be gained before any changes can be implemented.
- (6) A transparent and effective ballot process will be implemented and should include a minimum of two returning officers elected to conduct the ballot. Each returning officer shall initial all ballot papers before they are distributed to employees for voting purposes. When the ballot papers are returned, they shall account for all of the ballot papers issued – including spares. They should also satisfy themselves that all ballot papers carry their initials.
- (7) It is further agreed that, current permanent employees working in accordance with an aggregated hours agreement shall be given the opportunity to fulfil any requirement by TMR to provide labour, prior to any casuals/labour hire companies being engaged.
- (8) The OCC is to be informed of any application of this initiative and will monitor the use of aggregated hours to ensure employees are not disadvantaged.

7.9 Aggregated Hours of Work Arrangements – Cairns and Cape York

- (1) Employees engaged in Cairns and Cape York and undertaking higher duties for at least 18 weeks (75%) of a 24 week aggregated hours of work arrangement, shall be entitled to be paid for 108 aggregated hours at the higher classification level rate of pay.
- (2) Further, the payment of aggregated hours worked during the period January to March will be at the rate of 1.2 times (120%) of the ordinary rate.

7.10 Rostering Review

- (1) During the life of this Agreement, TMR will review the rostering arrangements for those employees engaged on a 38 hour a week basis. Such a review will encompass piloting shift arrangements beyond eight hours per day.
- (2) Potential piloting arrangements could include 12 hour shifts or other arrangements, with a view to creating a better alignment between resources and service delivery demands
- (3) Workplace health and safety and TMR's duty of care to its employees, as reflected in TMR's *Workplace Fatigue Management Policy*, will be key considerations in the design of pilots and evaluation of review outcomes, as well as a consideration of the possible impact upon family responsibilities.
- (4) The parties commit to review the relevant workforce rosters involving 11 on, three off, to 10 on, four off.

7.11 Planned overtime

Where scheduled overtime on a non-scheduled work day is cancelled within 4-hours prior to the commencement of the scheduled overtime, employees will be paid the four-hour minimum of overtime at the applicable rate.

PART 8 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

8.1 Cultural Leave

- (1) The parties recognise the value of diversity in the workplace and the importance of measures that promote diversity and cultural respect, in particular with regard to Aboriginal and Torres Strait Islander peoples and cultures.

- (2) Employees may access up to five days unpaid cultural leave per year as prescribed at section 51 of the *Industrial Relations Act 2016*. In addition, eligible employees may also access cultural leave:
 - (a) as recreation leave;
 - (b) as unpaid special leave;
 - (c) in lieu of public holidays (where operational circumstances permit);
 - (d) as RDOs
 - (e) as accrued time leave; or
 - (f) as TOIL.

8.2 Bone Marrow Donor Leave

- (1) A full-time or part-time employee who is absent during ordinary working hours for the purpose of donating bone marrow, or for the purpose of undertaking a blood test as part of the process of becoming a registered bone marrow donor, will not suffer any deduction of pay up to a maximum of:
 - (a) 2 hours on not more than two occasions for the purpose of blood testing as part of the process of becoming a registered bone marrow donor; and
 - (b) 3 days on any occasion that a bone marrow donation is given.
- (2) In relation to blood testing as part of the process of becoming a registered bone marrow donor, employees must arrange for the absence from work to be on a day suitable to their manager and the absence must be as close as possible to the beginning or ending of the employee's ordinary working hours.
- (3) The Australian Red Cross Blood Service guidelines include the following advice on *Hazardous Occupations and First Time Donors*:
 - (a) There are various occupations/activities to which donors should not return for a specific period after donating because a delayed reaction may be hazardous. First time donors or donors with a previous history of fainting should be advised not to donate and perform a hazardous occupation/activity on the same day.
 - (b) Drivers of heavy/public transport vehicles - recommended 8 hours before returning to work.
- (4) In relation to bone marrow donations, employees must provide their manager with as much notice as is possible of a requested bone marrow donation.
- (5) So far as is possible, employees must make arrangements for a bone marrow donation so as to minimise their absence from work.
- (6) Proof of attendance of the employees at either a blood test or a bone marrow donation and the duration of the blood test or the bone marrow donation must be provided to their manager.

8.3 Annual leave loading payment

Payment of annual leave loading will be consolidated and paid to all employees during December of each year.

PART 9 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

9.1 Return Travel at Agreed Intervals

- (1) Employees covered by the Civil Construction Award who are performing work in accordance with clause 27 - *Living Away From Home – Distant Work* - or clause 27.3 - *Camp Allowance or Accommodation* - of that Award, will be eligible for travel from the employee's depot to the project and return in TMR's time and at the cost of TMR or on paid travel time as follows:

- (a) in the case of remote locations, that is isolated Cape York Peninsula communities and the Torres Strait Islands or projects where the programmed working of weekend overtime does not occur, employees will be afforded one return trip back from the job to the depot every six weeks;
 - (b) otherwise, employees will be afforded a minimum of one return trip from the project to the depot and return every four weeks where the project is outside a radius of 300 km of the employee's depot, and fortnightly where the project is situated between 100 km and 300 km from the employee's depot.
- (2) TMR, employees and the unions who are parties to this Agreement may establish further enhanced arrangements including increased rates of return, means of transport and project accommodation, through the establishment of an SSA, in accordance with Appendix 4 of this Agreement - *Guidelines On Site Specific Arrangements*.

9.2 Safe Storage of Employee's Vehicles

- (1) This provision applies in situations where employees are required by TMR to be transported to a camp or accommodation facility in TMR vehicles for a period in excess of three days and leave their private vehicles unattended at a TMR location, outside of the employees' usual place of residence.
- (2) The following minimum storage standards will apply:
 - (a) secure compound area (e.g. fenced depot yard); and
 - (b) solid overhead cover (e.g. shed or carport type roof).
- (3) This provision does not apply to any vehicle available to TMR on a hire basis.

9.3 Relocation Arrangements

- (1) Relocation expenses shall be payable to employees who agree to transfer between depots, workshops, and laboratories or work sites, except where transfer expenses are payable in accordance with the Directive relating to transfer and appointment expenses.
- (2) Where there is a substantial reduction in the work available for employees based at a particular depot, workshop, laboratory or work site, and by agreement of TMR, an employee may elect to transfer to another depot or work site where the available work exceeds the capacity of the existing size of the workforce at that depot, workshop, laboratory or work site. Where practicable, TMR shall provide the employee with a period of at least one month notice prior to the employee being asked to agree to the proposed transfer.
- (3) Where an agreed transfer reasonably requires the employee to relocate their place of residence to a different town or city from where they previously resided, a relocation package will be provided as follows:
 - (a) fares for the employee, their spouse and family; or
 - (b) mileage as per the entitlements prescribed in the Directive relating to motor vehicle allowances, and meals en route for the employee, spouse and family as per the entitlements prescribed in the Directive relating to domestic travelling and relieving expenses; and
 - (c) travelling time for the employee on full pay (based on 500 kilometres per day); and
 - (d) removal of personal effects on a case-by-case basis (that is, according to the specific needs of individuals); and
 - (e) temporary accommodation for the employee, spouse and family at an approved hotel or motel for a maximum of one month.
- (4) These arrangements are in addition to the mandatory transfer provisions prescribed at clause 25 of the Civil Construction Award – *Fares and Travelling Time*.

9.4 Where Employees are Prevented, due to the Occurrence of Natural Disasters, from Returning Home from

Working in Remote Areas

Special consideration may be given to the granting of paid leave in accordance with the Directive relating to special leave in recognition of time spent delayed from returning home. This is applicable to employees working in remote areas where due to natural disasters, including severe weather conditions such as floods, employees are prevented from returning home.

9.5 Commencing work at Job Site (Depot-based employees)

- (1) Employees who are normally engaged or normally report for work at a depot, workshop or laboratory, may be required to report directly to an alternative job site.
- (2) Where employees are required to report directly to an alternative job site, any travel time in excess of the normal travel time between the employee's home and their usual depot, workshop or laboratory shall be paid for at ordinary rates.
- (3) Employees who are required to use their own motor vehicle or motorcycle to travel directly to an alternative job site shall be paid the appropriate kilometre allowance as prescribed in the applicable Award for that part of the trip that exceeds the distance between the employee's home and their usual depot, workshop or laboratory.
- (4) Guidelines on *Commencing Work at an Alternative Job Site* are attached at Appendix 3 of this Agreement and address issues such as reimbursement of additional costs and any special site arrangements required (e.g. car parking).
- (5) Where agreement to report to an alternate job site is not reached, TMR may implement a working from alternate job site arrangement after consultation with the local official or officials of the unions.
- (6) The relevant provisions of clause 25 of the Civil Construction Award – *Fares and Travelling Time* - shall continue to apply to employees employed under that Award.

PART 10 - FITNESS FOR WORK

10.1 Absence from Duty

- (1) In order to help to ensure the continuity of workflow within the workplace, individual employees are responsible for notifying their manager of their intended absence from duty as soon as practicable.
- (2) When taking sick leave, the employee should, by the end of the first hour of the first day or shift of such absence, inform their manager of their inability to attend for duty. If it is not reasonably possible to inform their manager within this period of time, the employee must inform the manager within the ordinary hours of the first day or shift of such absence.
- (3) The notice must include the reasons for taking such leave, and the estimated length of such absence.
- (4) In normal circumstances it shall not be necessary for an employee to produce a medical certificate if the employee's absence from work on account of illness does not exceed three consecutive working days.
- (5) Where an employee has a record of recurring and/or excessive sick leave, the following will occur:
 - (a) the manager will discuss with the employee their unsatisfactory record of absences, and where possible, identify and agree upon strategies to assist the employee to minimise the taking of leave; and
 - (b) if a pattern of excessive sick leave continues, the employee may be required by the manager to produce a medical certificate, or such other evidence acceptable to TMR, for every day of paid sick leave requested by the employee.

10.2 Abandonment of Employment

- (1) The absence of an employee from work for a continuous period exceeding three working days without the consent of the TMR and without notification to TMR shall be prima facie evidence that the employee has abandoned their employment with TMR.
- (2) Provided that, if within a period of 14 days from their last attendance at work or the date of their last

absence which notification has been given or consent has been granted, an employee has not established to the satisfaction of the department that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

- (3) Termination of employment by abandonment, in accordance with this clause, shall operate from whichever is the latter of:
 - (a) the date of the employee's last attendance at work; or
 - (b) the last day that the employee was granted consent to be absent; or
 - (c) the last date of the employee absence which the employee provided notification to TMR.

10.3 Drugs and Alcohol in the Workplace and Testing

- (1) The parties to this Agreement are committed to providing a safe, healthy and productive work environment. Drug and/or alcohol use or abuse that places this environment at risk is not to be tolerated.
- (2) The parties further commit to developing and implementing an agreed Drug and Alcohol Policy within the life of this Agreement. The policy will be based on the following principles:
 - (a) Encouraging a culture of self-declaration without penalty if done so in good faith and prior to attendance at the workplace;
 - (b) Provision of support for those that are diagnosed as having a dependence on drugs and/or alcohol;
 - (c) Provision of support for those that may be required to take prescription medication that could affect their ability to undertake their role safely.
- (3) Further, the policy must outline as a minimum:
 - (a) the fitness for work levels and expectations;
 - (b) regime/means of testing excluding blood and/or urine testing;
 - (c) counselling and rehabilitation;
 - (d) appropriate management action which may include discipline; and
 - (e) the intention is for the policy to cover TMR.
- (4) Also, the parties agree that a key aim of this initiative is to ensure that no one will enter or work on a TMR worksite if they are (as defined by the policy/procedure) under the influence of or adversely impaired by drugs and/or alcohol.
- (5) Each person that may be covered by the alcohol policy/procedure will be given ready access to the policy and procedure and will be given training in respect to this policy and procedure.

PART 11 - TRAINING AND RELATED MATTERS

11.1 Civil Tradespersons' Development Program

- (1) The Civil Tradesperson Development Program (CTDP) provides a career path comprised of nationally recognised competencies for TMR employees covered by the Civil Construction Award.
- (2) Unions became involved in the on-going administration of the scheme through participation in the Civil Development Committee (CDC) formerly known as the Construction Worker Development Committee. This Committee was established to manage and maintain these documents to ensure that the program remains current and in line with industry, business and employee needs.
- (3) The CTDP incorporates the principles of the adult learning model, with specific training programs that are based on accredited competencies and on the job training, supported through coaching programs.

- (4) Employees will be consulted annually to update performance and development agreements and request expressions of interest for career progression opportunities.
- (5) Detailed information describing the operation of CTDP is contained in the following workbooks or amendments thereto:
 - (a) CTDP Handbook;
 - (b) Learning Pathways Library.
- (6) An audit will be conducted every 2 years to review the performance of the CTDP framework and the effectiveness of the CDC. Recommendations from these audits shall form the basis for ongoing improvement.
- (7) Communications between the employees and CDC shall be through face-to-face consultation, training feedback, toolbox talks and newsletters.
- (8) Performance reporting on CTDP outcomes shall be circulated quarterly by the CDC to the General Manager of RoadTek.

11.2 Entry Pathways Programs

- (1) TMR recognises the value of 'growing its own' capability through the employment of graduates, cadets, apprentices, trainees and external scholarship holders.
- (2) Subject to business needs, TMR will continue to expand this employment program with a targeted focus on those skills and key occupational groups necessary to build capability for delivery of TMR's roads program.
- (3) TMR commits that, where possible, it will provide the full scope of training plans for these entry pathway programs, look at avenues for entry pathway employees to rotate across other departments and continue to offer permanent or temporary roles for entry pathway employees where available.

11.3 Wage Maintenance for Adult Apprentices and Trainees

- (1) An existing TMR employee offered an apprenticeship or traineeship with TMR, will be paid, at the commencement of the apprenticeship or traineeship, whichever is higher of:
 - (a) their existing hourly rate of pay, applied in conjunction with the wage increases provided for under this Agreement; or
 - (b) the following applicable rate of pay provided for by this Agreement:
 - (i) C11 – where the employee is covered by the BEMS Award; or
 - (ii) CW04 – where the employee is covered by the Civil Construction Award.
- (2) In cases where an external candidate is offered an apprenticeship or traineeship with TMR and the candidate is 21 years of age or older at the time of commencement, the new apprentice or trainee will be paid the following applicable rate of pay provided for by this Agreement:
 - (a) C11 – where the employee is covered by the BEMS Award; or
 - (b) CW04 – where the employee is covered by the Civil Construction Award.
- (3) An existing TMR apprentice or trainee who turns 21 years of age during the term of the apprenticeship/traineeship will be paid the following rate of pay:
 - (a) C11 – where the employee is covered by the BEMS Award; or
 - (b) CW04 – where the employee is covered by the Civil Construction Award.

PART 12 - OCCUPATIONAL HEALTH AND SAFETY AND AMENITIES

12.1 Purpose and Scope

- (1) Part 12 of this Agreement prescribes guidelines on provision of amenities necessary to ensure a safe and healthy working environment for all employees in TMR workplaces. The relevant provisions for this Part are to be applied, as appropriate, to all TMR workplaces including construction sites, maintenance work, depots, offices, workshops and laboratories.
- (2) Workplace amenities are an important component of a safe and healthy workplace. Amenities, depending on the type of workplace and the work, may include:
 - (a) toilets;
 - (b) hand washing facilities;
 - (c) drinking water;
 - (d) dining facilities;
 - (e) dressing rooms;
 - (f) showers;
 - (g) first aid;
 - (h) lighting;
 - (i) ventilation;
 - (j) work areas and airspace; and
 - (k) shade.
- (3) All workplaces must provide and maintain adequate amenities in a hygienic, safe and serviceable condition, and ensure that there is a system in place for inspecting and cleaning the amenity. The inspection of amenities should be included in regular workplace inspections.
- (4) An amenity must be at a location reasonably convenient to the employee and the employee's use of the amenity must not be unreasonably restricted. All TMR workplaces will be provided with amenities as outlined at clauses 12.2, 12.3 and 12.4 of this Agreement.

12.2 Amenities Standards - Construction Sites

- (1) A toilet must be provided, within the site boundaries, prior to work commencing. There will be at least one toilet per 15 employees. If there is no sewerage or septic connection, it may be a portable toilet.
- (2) An area for eating meals will be provided with adequate seating and facilities for washing utensils, boiling water and food storage.
- (3) Water and washing agent will be provided for washing of the person and potable, cool, drinking water will be available. Supply of drinking water is important in minimising the risk of heat related illnesses. In this regard, refer to RoadTek's procedure *Working in Hot Environments*.
- (4) First aid equipment must be provided that is accessible for all employees. To decide on the most appropriate equipment, a risk assessment should be conducted taking into account the type of work, location of work and number of employees.
- (5) Adequate shade shall be provided for rest breaks and also where possible for carrying out work. The preferred option should be 'Quikshade' or a similar portable structure. Refer to RoadTek's procedure *Working in Hot Environments*.

- (6) Additional amenities may be required depending on the type of work, for example, showers and dressing rooms where employees are exposed to contaminants. These will be provided on the basis of a site specific risk assessment.

12.3 Amenities Standards - Other Outdoor Workplaces

- (1) Other outdoor workplaces includes all outdoor work areas such as road and bridge maintenance, survey work, soil testing, and line marking, but does not include construction sites, which are detailed at clause 12.2 of this Agreement - *Amenities Standards – Construction sites*.
- (2) For maintenance work a toilet must be reasonably available and, if outside the work site, transport must be provided to access the toilet.
- (3) A sheltered area for eating meals or taking breaks will be provided within a reasonable distance and transport provided to access the area.
- (4) Water and cleaning agent will be provided for washing of the person. Potable, cool, drinking water will be available and provision made that employees do not have to share drinking containers. This may be the same water supply.
- (5) First aid equipment must be provided that is accessible for all employees. To decide on the most appropriate equipment, a risk assessment should be conducted taking into account the type of work, location of work and number of employees.
- (6) Adequate shade shall be provided for rest breaks and also where possible for carrying out work. The preferred option should be 'Quikshade' or a similar portable structure. Refer to RoadTek's procedure *Working in Hot Environments*.
- (7) Additional amenities may be required depending on the type of work, for example, showers and dressing rooms where workers are exposed to contaminants. These will be provided on the basis of a site specific risk assessment.

12.4 Amenities Standards - Buildings including depots, offices, workshops and laboratories

All buildings must include the following amenities:

- (1) A toilet and wash basin must be provided in sufficient quantities for the number of employees.
- (2) Dining facilities will be provided that include a sink, hot and cold water, fridge and food storage cupboard. If employees cannot eat in their work area, tables will be provided.
- (3) Where employees need to change their clothes at work because of the type of work they carry out, dressing rooms will be provided. Lockers should also be provided.
- (4) Water and cleaning agent will be provided for washing. Potable, cool, drinking water will be available.
- (5) Showers are required if the employees will be placed at a health and safety risk because of the work they do, if they do not shower at work.
- (6) Adequate lighting from natural and/or artificial sources must be provided to ensure healthy working conditions appropriate to the nature of the work, the location of the work and the times at which the work is performed.
- (7) A space in the building used by a worker must be provided with means of ventilation.
- (8) Adequate work areas and air space must be made reasonably available to allow suitable standards of health and safety for the employees.
- (9) First aid equipment must be provided that is accessible for all workers. To decide on the most appropriate equipment, a risk assessment should be conducted taking into account the type of work, location of work and number of employees.

PART 13 - AGREEMENT COMPLIANCE AND UNION RELATED MATTERS

13.1 ILO Conventions

TMR recognises its obligations to give effect to international labour standards including freedom of association, employees' representatives, collective bargaining and equality of opportunity for all public sector employees.

13.2 Collective Industrial Relations

- (1) TMR acknowledges that structured, collective industrial relations will continue as a fundamental principle of this Agreement. The principle recognises the important role of unions and the traditional high levels of membership amongst employees of TMR. It supports constructive relations between TMR and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- (2) TMR recognises that membership of unions and coverage issues are determined by the provisions of the *Industrial Relations Act 2016* and any determinations of the Queensland Industrial Relations Commission.
- (3) TMR is committed to collective agreements and will not support non-union agreements.
- (4) Subject to meeting the requirements of the *Industrial Relations Act 2016*, TMR will agree to support the 'rolling up' of certified agreement wage rates into the relevant awards.

13.3 Union Encouragement

- (1) TMR recognises the right of individual employees to join a union and will encourage that membership. This is consistent with the Queensland Government's *Union Encouragement Policy*, that encourages employees to join and maintain financial membership of unions. However, it is also recognised that membership of a union remains at the discretion of individual employees.
- (2) An application for membership of a union and information on the relevant unions will be provided to all employees at the point of engagement.
- (3) Information on the relevant unions will be included in induction materials.
- (4) Representative(s) of unions will be provided with the opportunity to discuss membership in unions with new employees.
- (5) Where requested by an employee, TMR will provide payroll deduction facilities for subscriptions to the relevant union which the employee is a member of.

13.4 Workplace Consultation

- (1) The parties agree that genuine workplace consultation is an inherent feature of this Agreement. It has been agreed that two compulsory, workplace consultation meetings shall be held in each calendar year, with an option for a third consultation based on geographical needs. Attendance at these meetings shall be mandatory for all employees. Wherever possible, the venue for the meetings shall be the designated depot in each regional area.
- (2) Representatives (officials or delegates) of unions shall be invited to these consultative meetings to address employees on various issues, including:
 - (a) discuss membership of unions with employees;
 - (b) discuss other relevant matters with employees as a means of communicating on issues affecting unions.
- (3) In November of each year, a calendar of consultation meetings for the following twelve month period shall be developed by TMR, in consultation with unions.
- (4) TMR will use its best endeavours to have a Human Resources (Employee/Industrial Relations) employee/s present at these meetings to assist the discussions.

- (5) The parties recognise that changes will occur in the workplace during the life of this Agreement, and agree that work practices and arrangements may be varied subject to:
- (a) consultation with affected employees and the relevant unions and agreement of the majority of affected employees before any significant workplace change is implemented;
 - (b) information relating to workplace change being given to employees;
 - (c) parties not unreasonably withholding agreement. However, where agreement cannot be reached, the parties may access the disputes process outlined in clause 3.1 of this Agreement - *Disputes Avoidance and Settlement Procedures*; and
 - (d) if necessary, arbitration by the Queensland Industrial Relations Commission.

13.5 Union Delegates

- (1) TMR acknowledges the constructive role that democratically elected delegates of unions undertake in the workplace in relation to the activities of those organisations that support and assist members. That role will continue to be formally recognised, accepted and supported.
- (2) TMR employees will continue to be given full access to delegates/officials of unions during working hours to discuss any employment matter or seek advice from those organisations, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (3) Provided that service delivery and work requirements are not unduly affected, delegates will continue to be provided convenient access to facilities for the purpose of undertaking the activities of unions. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that TMR and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (4) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.
- (5) TMR supports the Queensland Government's *Union Encouragement Policy*.

13.6 Industrial Relations Education Leave

- (1) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (2) Employees may be granted up to five working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by TMR.
- (3) Educational leave over and above five working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than five working days (or the equivalent). Such leave requests will be subject to consultation between TMR, the relevant unions and the employee.
- (4) Upon request and subject to approval by TMR, employees may be granted paid time off in special circumstances to attend Union Management Committee Meetings, Union Conferences and the Australian Council of Trade Unions' Congress.
- (5) The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of TMR. At the same time such leave shall not be unreasonably refused.
- (6) At the discretion of TMR, employees may be granted special leave without pay to undertake work with their unions. Such leave will be in accordance with the Directive relating to special leave.

APPENDIX 1 – PAY RATES

BEMS Award

Remuneration is in fortnightly rates

			<u>Column A</u>	<u>Column B</u>	<u>Column C</u>
Classification		Base Pay at 31/08/2022	1/09/2022 to 31/08/2023	1/09/2023 to 31/08/2024	1/09/2024 at 31/08/2025
Apprentice 1st Year 55%	55%	\$964.90	\$1,379.80	\$1,435.10	\$1,478.10
Apprentice 2nd Year 65%	65%	\$1,326.60	\$1,630.70	\$1,696.00	\$1,746.90
Apprentice 3rd Year 75%	75%	\$1,809.20	\$1,881.60	\$1,956.90	\$2,015.70
Apprentice 4th Year 90%	90%	\$2,171.00	\$2,257.90	\$2,348.30	\$2,418.80
C11		\$2,292.60	\$2,384.40	\$2,479.80	\$2,554.20
C10		\$2,412.20	\$2,508.70	\$2,609.10	\$2,687.40
C09		\$2,519.50	\$2,620.30	\$2,725.20	\$2,807.00
C08		\$2,633.00	\$2,738.40	\$2,848.00	\$2,933.50
C07		\$2,751.30	\$2,861.40	\$2,975.90	\$3,065.20
C06		\$2,989.00	\$3,108.60	\$3,233.00	\$3,330.00
C05		\$3,227.00	\$3,356.10	\$3,490.40	\$3,595.20
C04		\$3,346.70	\$3,480.60	\$3,619.90	\$3,728.50
C03		\$3,465.50	\$3,604.20	\$3,748.40	\$3,860.90
C10 SV1		\$2,942.88	\$3,060.61	\$3,183.10	\$3,278.63
C10 SV2		\$3,384.32	\$3,519.71	\$3,660.57	\$3,770.42
C09 SV1		\$3,073.79	\$3,196.77	\$3,324.74	\$3,424.54
C09 SV2		\$3,534.86	\$3,676.28	\$3,823.46	\$3,938.22
C08 SV 1		\$3,212.26	\$3,340.85	\$3,474.56	\$3,578.87
C08 SV 2		\$3,694.10	\$3,841.98	\$3,995.74	\$4,115.70
C07 SV1		\$3,356.59	\$3,490.91	\$3,630.60	\$3,739.54
C07 SV2		\$3,860.07	\$4,014.54	\$4,175.19	\$4,300.48
C06 SV1		\$3,646.58	\$3,792.49	\$3,944.26	\$4,062.60
C06 SV2		\$4,193.57	\$4,361.37	\$4,535.90	\$4,671.99
C05 SV 1		\$3,936.94	\$4,094.44	\$4,258.29	\$4,386.14
C05 SV 2		\$4,527.48	\$4,708.61	\$4,897.03	\$5,044.07
C04 SV1		\$4,082.97	\$4,246.33	\$4,416.28	\$4,548.77
C04 SV2		\$4,695.42	\$4,883.28	\$5,078.72	\$5,231.09
C03 SV1		\$4,227.91	\$4,397.12	\$4,573.05	\$4,710.30
C03 SV2		\$4,862.10	\$5,056.69	\$5,259.01	\$5,416.84

Notes:

- The above pay rates do not incorporate all purpose allowances provided for under this Agreement, which are in addition to the pay rates prescribed above.
- An apprentice or trainee at age 21 shall be entitled to receive the rate of a C11 (refer clause 11.3 of this Agreement).

APPENDIX 1 (Continued)

Civil Construction Award

Remuneration is in fortnightly rates

Classification		Base Pay at 31/08/2022	1/09/2022 to 31/08/2023	1/09/2023 to 31/08/2024	1/09/2024 at 31/08/2025
S/T <96		\$2,191.10	\$2,278.80	\$2,370.00	\$2,441.10
CCTRAIN 01	68%	\$1,476.70	\$1,535.80	\$1,597.30	\$1,645.30
CCTRAIN 02	78%	\$1,693.80	\$1,761.60	\$1,832.10	\$1,887.10
CCTRAIN 03	90%	\$1,954.40	\$2,032.60	\$2,114.00	\$2,177.50
CW NEW		\$2,028.80	\$2,110.00	\$2,194.40	\$2,260.30
CW01		\$2,067.60	\$2,150.40	\$2,236.50	\$2,303.60
CW02		\$2,093.70	\$2,177.50	\$2,264.60	\$2,332.60
CW03 >96		\$2,123.50	\$2,208.50	\$2,296.90	\$2,365.90
CW03 <96		\$2,138.00	\$2,223.60	\$2,312.60	\$2,382.00
CW04		\$2,171.60	\$2,258.50	\$2,348.90	\$2,419.40
CW05		\$2,223.20	\$2,312.20	\$2,404.70	\$2,476.90
F'SET<96		\$2,249.60	\$2,339.60	\$2,433.20	\$2,506.20
CW06		\$2,288.60	\$2,380.20	\$2,475.50	\$2,549.80
CW06 FMN		\$2,292.30	\$2,384.00	\$2,479.40	\$2,553.80
CW07		\$2,356.60	\$2,450.90	\$2,549.00	\$2,625.50
CW08		\$2,431.80	\$2,529.10	\$2,630.30	\$2,709.30
CW09		\$2,517.30	\$2,618.00	\$2,722.80	\$2,804.50
CW10		\$2,603.50	\$2,707.70	\$2,816.10	\$2,900.60
CW11		\$2,711.90	\$2,820.40	\$2,933.30	\$3,021.30
CW12		\$2,811.80	\$2,924.30	\$3,041.30	\$3,132.60
CW13		\$2,911.90	\$3,028.40	\$3,149.60	\$3,244.10
CW14		\$3,011.20	\$3,131.70	\$3,257.00	\$3,354.80

Notes:

- *The above pay rates do not incorporate all purpose allowances provided for under this Agreement, which are in addition to the pay rates prescribed above.*
- *An apprentice or trainee at age 21 shall be entitled to receive the rate of a CW04 (refer clause 11.3 of this Agreement).*

APPENDIX 1 (Continued)

Operational Officers Workshop Forepersons Rates

BEMS Award

Remuneration is in fortnightly rates

Classification	Base Pay at 31/08/2022	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>
		1/09/2022 to 31/08/2023	1/09/2023 to 31/08/2024	1/09/2024 at 31/08/2025
003 - 1	\$2,199.80	\$2,346.30	\$2,440.20	\$2,513.50
003 - 2	\$2,240.30	\$2,392.00	\$2,487.70	\$2,562.40
003 - 3	\$2,285.80	\$2,442.00	\$2,539.70	\$2,615.90
003 - 4	\$2,333.50	\$2,491.90	\$2,591.60	\$2,669.40
004 - 1	\$2,432.20	\$2,592.80	\$2,696.60	\$2,777.50
004 - 2	\$2,511.70	\$2,673.90	\$2,780.90	\$2,864.40
004 - 3	\$2,591.60	\$2,758.10	\$2,868.50	\$2,954.60
004 - 4	\$2,670.50	\$2,837.20	\$2,950.70	\$3,039.30
005 - 1	\$2,740.90	\$2,908.90	\$3,025.30	\$3,116.10
005 - 2	\$2,832.30	\$3,000.40	\$3,120.50	\$3,214.20
005 - 3	\$2,924.00	\$3,097.20	\$3,221.10	\$3,317.80
005 - 4	\$3,015.60	\$3,189.70	\$3,317.30	\$3,416.90
006 - 1	\$3,148.20	\$3,323.90	\$3,456.90	\$3,560.70
006 - 2	\$3,232.40	\$3,412.30	\$3,548.80	\$3,655.30
006 - 3	\$3,316.10	\$3,496.50	\$3,636.40	\$3,745.50
007 - 1	\$3,475.60	\$3,659.80	\$3,806.20	\$3,920.40
007 - 2	\$3,561.00	\$3,745.10	\$3,895.00	\$4,011.90
007 - 3	\$3,646.00	\$3,832.40	\$3,985.70	\$4,105.30

Notes:

- The above pay rates do not incorporate all purpose allowances provided for under this Agreement, which are in addition to the pay rates prescribed above.

APPENDIX 2 – REIMBURSEMENTS AND ALLOWANCES

6.1 Skilled based industry allowance / fortnight

1 September 2022	1 September 2023	1 September 2024
\$45	\$47	\$48

6.2 Electrical allowance / fortnight

1 September 2023	1 September 2024
\$45	\$90

REIMBURSEMENT/ ALLOWANCE	Rates at 31/08/2022	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>
		1/09/2022 to 31/08/2023	1/09/2023 to 31/08/2024	1/09/2024 at 31/08/2025
6.5 Health and Wellbeing	\$99.50	\$103.50	\$107.70	\$111.00
6.6 Barrier Truck	\$20.00	\$20.80	\$21.70	\$22.40
6.7 Employees Removing Dead Animals per day	\$10.60	\$11.10	\$11.60	\$12.00
6.8 Bitumen Work	\$1.50	\$1.60	\$1.70	\$1.80
6.9 Chemical Spray per week	\$8.10	\$8.50	\$8.90	\$9.20
6.10 Electrical Contractors Licence per week	\$79.80	\$83.00	\$86.40	\$89.00
6.11 Standby per day	\$37.10	\$38.60	\$40.20	\$41.50
6.12 On Call (BEMS Award)	\$37.10	On any occasion outside the usual spread of hours including an RDO, Sat, Sun or public holiday \$38.60	On any occasion outside the usual spread of hours including an RDO, Sat, Sun or public holiday \$40.20	On any occasion outside the usual spread of hours including an RDO, Sat, Sun or public holiday \$41.50
6.13 On call (Foreperson stream)	\$46.70	Throughout the whole of an RDO or public holiday \$48.60	Throughout the whole of an RDO or public holiday \$50.60	Throughout the whole of an RDO or public holiday \$52.20
	\$29.60	Night only of RDO, ADO or public holiday \$30.80	Night only of RDO, ADO or public holiday \$32.10	Night only of RDO, ADO or public holiday \$33.10
6.14 Call out (BEMS Award)	\$23.30	Any other night \$24.30	Any other night \$25.30	Any other night \$26.10
6.15 RRAIS	\$23.80	Employee with dependents \$24.80 per fortnight	Employee with dependents \$25.80 per fortnight	Employee with dependents \$26.60per fortnight
	\$12.10	Employee without dependents \$12.60 per fortnight	Employee without dependents \$13.20 per fortnight	Employee without dependents \$13.60 per fortnight
	\$11.80	Employee with dependents \$12.30 per fortnight	Employee with dependents \$12.80 per fortnight	Employee with dependents \$13.20 per fortnight
	\$5.70	Employee without dependents \$6.00 per fortnight	Employee without dependents \$6.30 per fortnight	Employee without dependents \$6.50 per fortnight
6.16 Radial	\$26.50	\$27.60 per day	\$28.80 per day	\$29.70 per day
6.17 Incidental	\$21.20	\$22.10 per night	\$23.00 per night	\$23.70 per night

6.18 Caravan	\$63.10	\$65.70 per week	\$68.40 per week	\$70.50 per week
	\$12.70	\$13.30 per day	\$13.90 per day	\$14.40 per day
6.19 Camp	\$20.70	\$21.60 per day	\$22.50 per day	\$23.20 per day
Additional Camp	\$12.80	additional camp allowance \$13.40 per day	additional camp allowance \$14.00 per day	additional camp allowance \$14.50 per day
	\$33.50	total payment \$35. per day	total payment \$36.50 per day	total payment \$37.70 per day
6.20 Distant Work	\$630.30	\$655.60 per week	\$681.90 per week	\$702.40 per week
	\$89.90 Breakfast \$23.65 Lunch \$26.55 Dinner \$45.60	\$93.50 per day Breakfast \$24.55 Lunch \$27.60 Dinner \$47.25	\$97.30 per day Breakfast \$25.50 Lunch \$28.70 Dinner \$49.30	\$100.30 per day Breakfast \$26.30 Lunch \$29.60 Dinner \$50.80
6.24 Civil Leading Hand Allowance (when in charge of 2 or more other employees)	\$9.05	\$9.50 per day	\$9.90 per day	\$10.20 per day
6.24 BEMS Leading Hand Allowance (when in charge of less than 20 employees)	\$12.90	\$13.50 per day	\$14per day	\$14.40 per day
6.25 Tool Allowance	\$30.00	\$31.20 per week	\$32.50 per week	\$33.50 per week

6.22 Trailer Allowance

Coupling Type	Aggregated Trailer Mass (ATM)	Vehicle Registration Gross Vehicle Mass (RGVM)	Allowance as at 1/9/2022 Daily	Allowance as at 1/9/2023 Daily	Allowance as at 1/9/2024 Daily
50mm Ball	<2000kg	Up to 4500kg	\$4.10	\$4.30	\$4.50
50mm Ball	>2000kg & <3500kg	Up to 8000kg	\$6.90	\$7.20	\$7.50
95mm – 127mm Bartlett Ball	>4500kg & >9000kg	Over 8000kg Trailer < 9000kg	\$13.60	\$14.20	\$14.70
127mm Bartlett Ball	>4500kg	Over 8000kg Trailer > 9000kg	\$16.90	\$17.60	\$18.20

6.23 Articulated Vehicles

Type	Current Plant Application	Weekly Allowance as at 1 September 2022	Weekly Allowance as at 1 September 2023	Weekly Allowance as at 1 September 2024
Articulated	<ul style="list-style-type: none"> - Roller - Front end loader - Grader - Off road dump truck - Scraper - Compactor - Truck and dog trailer - Semi trailer vehicles - Crane, mobile non-slewing 	\$12.50	\$13.00	\$13.40

Double Articulated (Multi-combination)	Semi-trailer road train combination Low loader with float dolly	\$22.10	\$23	\$23.70
Machinery Float and/or low loader	Semi-trailer float	\$21.70	\$22.60	\$23.30

6.21 Owner Driver Rates:

For Tip Trucks the following rates will apply:

Tip Trucks	Effective Hourly \$ Rate	Weekly \$ Rate	Excess km rate (cents)
Exceeding 25t/up to 26 t	53.16	2020.19	121.44
Exceeding 26t/up to 27 t	54.76	2080.80	125.44
Exceeding 27t/up to 28 t	56.40	2143.22	128.83
Exceeding 28t/up to 29 t	58.09	2207.52	132.70
Exceeding 29t/up to 30 t	59.84	2273.74	136.68
Exceeding 30t/up to 31 t	61.63	2341.95	140.78
Exceeding 31t/up to 32 t	63.48	2412.21	145.00
Exceeding 32t/up to 33 t	65.38	2484.58	149.35
Exceeding 33t/up to 34 t	67.35	2559.12	153.83

For Non-Tip Trucks the following rates will apply:

Non-Tip Trucks	Effective Hourly \$ Rate	Weekly \$ Rate	Excess km rate (cents)
Exceeding 25t/up to 26 t	48.75	1852.53	121.44
Exceeding 26t/up to 27 t	50.21	1908.10	125.08
Exceeding 27t/up to 28 t	51.72	1965.35	128.83
Exceeding 28t/up to 29 t	53.27	2024.31	132.70
Exceeding 29t/up to 30 t	54.87	2085.04	136.68
Exceeding 30t/up to 31 t	56.52	2147.59	140.78
Exceeding 31t/up to 32 t	58.21	2212.01	145.00
Exceeding 32t/up to 33 t	59.96	2278.37	149.35
Exceeding 33t/up to 34 t	61.76	2346.73	153.83

For Tip Trucks/Non-Tip Trucks the following Non Reduction rates apply:

Tip Trucks/Non-Tip Trucks	Effective Hourly \$ Rate	Weekly \$ Rate	Excess km rate (cents)
Exceeding 25t/up to 26 t	75.47	2867.80	121.44
Exceeding 26t/up to 27 t	77.73	2953.83	125.08
Exceeding 27t/up to 28 t	80.06	3042.45	128.83
Exceeding 28t/up to 29 t	82.47	3133.72	132.70
Exceeding 29t/up to 30 t	84.94	3227.73	136.68
Exceeding 30t/up to 31 t	87.49	3324.56	140.78
Exceeding 31t/up to 32 t	90.11	3424.30	145.00
Exceeding 32t/up to 33 t	92.82	3527.03	149.35
Exceeding 33t/up to 34 t	95.60	3632.84	153.83

NB A minimum number of 600 kilometres (km) must be performed before the excess kilometer rates apply.

APPENDIX 3 - GUIDELINES ON COMMENCING WORK AT ALTERNATIVE JOB SITE

- Application:** Employees who work full-time at a depot, workshop or laboratory, or normally report for work at a depot, workshop or laboratory, may be required to report direct to an alternative job site.
- Travel time and motor vehicle allowances shall be payable in accordance with clause 9.5 of this Agreement.
- Consultation:** Ideally, the majority of employees affected and TMR should reach mutual agreement as to the use of this provision. However, TMR may require use of the provision where agreement is not reached, provided that prior consultation occurs with the local or state official(s) of the relevant unions prior to implementation.
- Matters that might require consideration when implementing this provision include operational requirements, hardship to employees and the amount of additional costs incurred by employees who claim to be financially disadvantaged.
- Exemption:** An employee may seek exemption from the operation of this provision where they would suffer personal hardship, other than additional costs, as a result of having to travel from home to the job site instead of to their usual place of work. This should be discussed with the employee and manager but a final decision rests with the relevant human resource management delegate.
- An employee should explore with TMR mutually agreed options that will reduce or eliminate hardship.
- Compensation for financial disadvantage:** TMR will compensate an employee for:
- additional public passenger transport costs incurred; and
 - additional private motor vehicle/cycle costs, where evidence is provided that the cost of travel under this provision exceeds the usual cost incurred by the employee in travelling from their residence to the workplace to which the employees would usually report.
- Resolution of disputes:** Disputes regarding the application of this guideline will be resolved through utilisation of the Agreement's dispute avoidance and settlement procedure at clause 3.2.

APPENDIX 4 - GUIDELINES ON SITE SPECIFIC ARRANGEMENTS

A4.1 Purpose of a Site Specific Arrangements (SSA)

- (1) SSAs are intended to provide management and employees with the opportunity to develop alternative working arrangements for specific time periods that are appropriate to the particular requirements of a section of TMR's workforce.
- (2) TMR is committed to the principles of collective bargaining and supports the representation of employees by unions. To ensure compliance with this provision, wherever possible, negotiations over employment conditions will be progressed through appropriate representative mechanisms.
- (3) SSAs should predominantly be considered for projects or worksites at locations where the majority of employees on the project are required to live away from their nominated residence for the duration of the project.
- (4) SSAs may also be utilised for projects or worksites where the nature of the work to be undertaken or the specific requirements of the project require alterations to the standard employment conditions contained in the relevant Awards and this Agreement.
- (5) The parties to this Agreement assert that SSAs should not rely upon reducing existing Award or Agreement conditions to achieve an acceptable outcome. To ensure this principle is upheld, it is agreed that no Award or Agreement conditions will be reduced as a result of the implementation of a SSA.

A4.2 Requirements for a SSA

- (1) A SSA sets out the conditions that have been agreed between the parties as applying to a project or worksite as discussed in clause A4.1 of this Agreement.
- (2) Each SSA shall be considered to be a 'stand alone' arrangement. As such, previously agreed SSAs are not to be used as a precedent for future SSAs or for any other purpose.

A4.3 Procedures for developing a SSA

- (1) A proposal for the development of a SSA may be made by TMR, a union or employees.
- (2) In addition to the procedures contained in clause 3.1 of this Agreement - *Disputes Avoidance and Settlement Procedures* - to ensure appropriate consultation occurs prior to the commencement of a project where a SSA is being proposed, the parties shall ensure that relevant TMR representatives, an appropriate official or officials of the relevant unions, and any elected delegates of the unions, are notified of the intention to negotiate a SSA at the earliest opportunity.
- (3) Following notification of the intention to negotiate a SSA, TMR and the appropriate official or officials of the relevant unions shall make arrangements for consultative meetings to occur between employees, the official or officials of the relevant unions and TMR. These consultation meetings are designed to discuss the composition and selection of employees for the project and the necessary SSA terms. Consultation regarding the development of SSA should occur at the earliest opportunity.
- (4) Once consultation, as described in clause 3.3 of this Agreement - *Consultative Arrangement and Roles of Key Parties* - has been completed, a draft SSA is to be forwarded by email to the appropriate TMR representatives and the appropriate official or officials of the relevant unions for consideration and feedback.
- (5) The appropriate official or officials of the unions is to advise TMR unions in writing of the acceptance or rejection of the proposed SSA.
- (6) If a matter is raised by the relevant unions at any stage, then further consultation must occur.
- (7) All parties shall endeavour to conclude negotiations for the SSA in a timely fashion. To achieve this aim, it is agreed that genuine efforts will be made by all parties to finalise the required documentation no less than two weeks prior to the commencement of the project in question.
- (8) The details of all SSAs shall remain confidential and shall not be released to anyone other than the parties to this Agreement.

A4.4 Ballot Process

- (1) The ballot process concerning the proposed SSA shall be conducted fairly and without any undue influence being placed upon employees by TMR or any other party to this Agreement.
- (2) TMR employees remunerated at a salary level greater than the highest rate in this Agreement shall not be permitted to participate in the ballot.
- (3) It is the intention of TMR to seek the agreement of all employees whose entitlements are to be affected by a SSA.
- (4) Employees will be provided with a copy of the draft SSA at least two full working days prior to being asked to vote on the document. TMR shall use its best endeavours to ensure that all employees covered by the SSA understand the content of the SSA.
- (5) A transparent and effective ballot process will be implemented and should include a minimum of two returning officers elected to conduct the ballot. Each returning officer shall initial all ballot papers before they are distributed to employees for voting purposes. When the ballot papers are returned, the returning officer/s shall account for all of the ballot papers issued. The returning officers should also satisfy themselves that all ballot papers carry their initials.
- (6) If the SSA is endorsed by at least a two thirds majority of the affected employees, the SSA shall be regarded as having been adopted by the workforce and shall become operative from that date.
- (7) A copy of the operative SSA will be provided to:
 - (a) all affected employees prior to commencement on the project;
 - (b) TMR management (as nominated); and
 - (c) nominated representatives from each of the unions who are parties to this Agreement.
- (8) The above ballot process shall be followed for the initial and any subsequent variation or extension of an SSA.

A4.5 Reviewing or changing a SSA

- (1) In cases where the number of new employees working on a specific project becomes fifty percent (50%) or greater than the number of employees who originally endorsed the SSA, the SSA must be renegotiated using the principles and processes contained herein.
- (2) Where the composition of the workforce changes during a project, the terms of the SSA should be discussed with the newly affected employees. Variations can be made to suit the needs of the majority of employees affected at any time.
- (3) The relevant unions need to be advised of any consent variations to a SSA prior to any variation becoming operative, and a copy of the variation will be sent to TMR's Employee Relations team within the Human Resources Branch.

A4.6 Issues to be addressed in an SSA

- (1) Award or Agreement conditions that are not to be affected by the operation of a SSA shall not be included in the SSA.
- (2) All SSAs should cover the following issues:
 - (a) flexible daily starting times and finishing times, including arrangements for rosters and meal breaks;
 - (b) scheduling of RDOs for the duration of the SSA;
 - (c) daily travel arrangements, including the agreed starting point and details of payment (if any) for daily travel;
 - (d) the frequency of travel between employees' permanent residence and project accommodation;

- (e) agreed payment for travel between employees' permanent residence and project accommodation;
 - (f) agreed arrangements for accessing recreational leave entitlements during the SSA;
 - (g) agreed arrangements for the payment of a Camp Allowance; and
 - (h) agreed arrangements for accommodation.
- (3) All SSAs will comply with the following agreed principles:
- (a) Greater involvement by unions through early notification prior to the intended negotiation of a SSA, and an invitation to consult with affected employees to discuss potential terms and conditions.
 - (b) Paid travel time at single time (excluding drivers who are eligible for overtime) or travel in TMR's time to and from the depot to the project at the beginning and the end of the project.
 - (c) Paid travel time at single time (excluding drivers who are eligible for overtime) or travel in the employer's time to and from the depot to the project at the beginning and end of the programmed work cycle. It is anticipated that the minimum cycle would be two weeks and the maximum four weeks, although consideration could be given to return home provisions at a six week interval in some circumstances, as detailed at clause 9.1 of this Agreement - *Return Travel at Agreed Intervals*.
 - (d) Although available overtime cannot be guaranteed, as it is subject to project and business requirements, it is intended that projects will seek to maximise available working time throughout work cycles.
 - (e) In situations where the work cycles include Sunday work, the time worked will be remunerated at applicable penalty rates (double time) or converted into banked time based on penalty rates. For example, eight hours worked on Sunday would result in eight hour's pay at single time, plus a further eight hours to be taken as TOIL.
 - (f) Where a SSA includes a requirement that RDOs be worked and be compensated in the form of TOIL, the TOIL at will accumulate at overtime rates.
 - (g) The parties agree that the above principles will apply to future SSAs negotiated, and that current projects will not be subject to any retrospective claims for improved conditions and entitlements.

A4.7 Documentation

- (1) The endorsed SSA document shall be regarded as the official record of the final position on wages and conditions for the project.
- (2) Copies of the endorsed SSA document shall be provided to the parties detailed in clause A4.4(7) of this Agreement, for record keeping purposes.
- (3) All affected employees shall be provided with a copy of the endorsed SSA prior to commencing work on the project site.
- (4) A copy of the SSA will be kept at a readily accessible place at the project site.

A4.8 Confidentiality

Agreed SSAs are to be held in confidence by TMR, employees and relevant unions.

A4.9 Definitions

Relevant unions means the unions that have coverage for a type of work performed under the SSA in question.

APPENDIX 5 - GUIDELINES ON THE ABILITY TO ENGAGE IN JOINT VENTURES WITH LOCAL AUTHORITIES AND PRIVATE CONTRACTORS

A5.1 Purpose

These guidelines provide the basis for rectifying any differences in allowances and any differences in conditions of employment (other than base-pay) that do not disadvantage employees when TMR engages in joint ventures with Local Authorities and Private Contractors.

A5.2 Joint Ventures

- (1) A joint venture is an arrangement where two or more parties share the work, the risks and the profit/loss in a pre-agreed way to complete a project.
- (2) A written agreement records the terms of the co-operation in a joint venture.

A5.3 Reducing Differences in Employment Conditions

- (1) A detailed consultation process should be conducted by TMR with representatives of the joint venture partners and with affected TMR employees, to identify areas where common conditions and practices will be needed and the process for implementation of any differences agreed.
- (2) As a minimum, the consultation process should cover:
 - (a) working hours - RDOs, including meal/tea breaks;
 - (b) accommodation;
 - (c) allowances;
 - (d) occupational health and safety standards and facilities; and
 - (e) travel.
- (3) An appropriate official or officials of the relevant unions should be invited to participate in the consultation process.
- (4) This consultation process should be supported by an assessment of the relevant industrial instruments and custom and practice in the joint venture organisations to highlight obvious areas of difference (other than base-pay) which may impede workflows but do not disadvantage TMR employees.
- (5) Where management and a majority of the employees affected in each joint venture organisation cannot reach agreement on suitable arrangements to alleviate the effects of differences in conditions (other than base-pay), TMR may resolve the issue in consultation with the appropriate official or officials of the relevant unions via the OCC.

A5.4 Documentation

- (1) Any additional benefits for TMR employees should be discussed, agreed and documented. A copy 'in confidence' of the documentation should be provided to each affected TMR employee, the appropriate official or officials of the relevant unions and to the OCC.
- (2) The relevant Operations Managers in TMR should record on TMR's copy of the joint venture agreement, the cost (actual or estimated) of the changes in employees conditions agreed for TMR employees. Cost is measured in comparison to arrangements that usually apply to the TMR employees participating in the joint venture.
- (3) A copy of the joint venture agreement, including cost impact details, should be held by the relevant Operations Managers of TMR.
- (4) The relevant Operations Managers of TMR are to report the existence of any additional costs arising from the joint venture to the General Manager (RoadTek) for discussion as required at the OCC.

APPENDIX 6 - SPECIALIST MEDICAL OR DENTAL TREATMENT

A6.1 Background

- (1) Clause 6.15 of this Agreement - *Rural and Remote Area Incentive Scheme* - allows for assistance with medical expenses for employees covered by this Agreement who are employed in rural and remote communities. This Appendix is to be read in conjunction with clause 6.15 of this Agreement.
- (2) **Rural and remote communities** are defined as Central West region, North West region, South West region and Fitzroy region (Emerald only).

A6.2 What are the principles for the use of this incentive?

- (1) Assistance may be provided to employees requiring specialist medical or dental treatment.
- (2) The treatment may be required for employees, their partner and /or dependent children under 21 years of age.
- (3) Assistance may include either special leave as per the Directive relating to special leave, or personal leave available to the employee with pay and travel expenses incurred.
- (4) The amount of assistance provided will be reduced by any reimbursement available through any Health Insurance Fund and any other assistance provided by the State (e.g. Patient Transit Scheme (PTS)).
- (5) The scheme recognises equal opportunity for choice of specialist and timing of treatment as that of employees in major centres.
- (6) Where possible, TMR will encourage use of services within the local area.
- (7) TMR respects an individual's right for continuity of treatment by a specialist and where possible, within the State of Queensland only, and TMR will support the individual's right to continue treatment with a particular specialist.

A6.3 How is treatment defined?

Treatment is defined as a specialist medical or dental service which has been referred by a Doctor or Dentist, including dental treatment without referral in circumstances where dental treatment is not available in the employee's community (as defined above).

A6.4 Who is eligible to apply?

- (1) All permanent full-time and part-time public service officers and general employees, and fixed term temporary employees with a contract of 12 months or more.
- (2) Fixed term temporary employees with a contract of less than 12 months duration but who have worked within the region continuously for greater than 12 months.
- (3) Casuals are not eligible to apply.
- (4) The employee applying for assistance must be able to demonstrate that specialist medical or dental treatment is required for themselves, their partner and/or dependent children.

A6.5 What assistance is available?

- (1) Leave
 - (a) Special leave with pay is available in accordance with the Directive relating to special leave. A maximum of two days per trip may be claimed, irrespective of the destination. The remainder of the absence may be claimed as either sick or recreation leave.
 - (b) For example, for a four day trip to a specialist in Brisbane, an employee would be required to submit a leave application for two days 'Special Leave (full pay) - Specialist Medical Attention' and two days of either sick leave or recreation leave.

- (2) Accommodation
- (a) Hotel/motel: Actual costs of accommodation during travel/treatment, but excluding hospital accommodation, will be reimbursed up to the maximum prescribed under the Directive relating to domestic travelling and relieving expenses.
 - (b) The original tax invoice (or copy where the original has been provided to Queensland Health) must be produced.
 - (c) Consideration may be given to reimbursing accommodation costs for more than one member of the family, depending on the prevailing circumstances. The relevant human resource management delegate, when approving claims, must assess the reasonableness of each claim.
 - (d) For example, young children in the family may require both parents to travel or one partner may be incapacitated and require the assistance of the other partner.
 - (e) Private Accommodation: Actual costs of accommodation during the travel and treatment period, excluding hospital accommodation, will be reimbursed up to the maximum prescribed under the Directive relating to domestic travelling and relieving expenses. Reimbursement will only be made for a single-family member claim when accommodation is obtained from staying with relatives or friends, irrespective of additional family members travelling with the employee.
- (3) Meals
- (a) The actual cost of meals obtained during travel/treatment, but excluding those obtained whilst a hospital inpatient, will be reimbursed up to the maximum prescribed under the Directive relating to domestic travelling and relieving expenses. The original tax invoices must be produced.
 - (b) Consideration may be given to reimbursing costs for more than one member of the family, depending on the prevailing circumstances. TMR, when approving claims, must assess the reasonableness of each claim.
- (4) Travel
- (a) Bus/rail: The actual cost may be claimed. The original tax invoice/s must be produced.
 - (b) Private vehicle: The kilometre rate applicable where employees chose to use their own private motor vehicle is as detailed in the Directive relating to motor vehicle allowance. Total kilometres must not exceed the return trip total.
 - (c) Air: The actual cost for airfares may be claimed. Prior approval must be obtained and supported by written advice from the patient's doctor that air travel is necessary for the patient and any escort. The original tax invoice must be produced.
 - (d) It is an option for TMR to book and pay for travel on behalf of the employee in order to take advantage of discounts available under Standing Offer Arrangements. This is subject to prior approval from TMR. It is advised that prior to paying for airfares, care should be exercised to ensure that the employee does not have another entitlement through the Patient Transit Scheme. If this is found to be the case the employee is responsible for reimbursement to TMR.
 - (e) Costs of taxis or public transport at the beginning or end of the journey or whilst undergoing treatment will not be reimbursed.

A6.6 What is not included?

Medical Expenses - Reimbursement will not be made for any medical costs incurred.

A6.7 What is the link with the Patient Transit Scheme (PTS)?

- (1) It is recognised that assistance under the PTS is only forthcoming when the particular specialist service

is not available in the patient's community.

- (2) The assistance with expenses associated with visiting specialist medical or dental practitioners in another location is designed to provide employees in rural and remote communities (as defined) with equal opportunity of choice of specialist and timing of treatment as that of employees in major centres. The assistance is not limited when applying for the PTS.
- (3) Employees must limit TMR's expenses by reducing their claim by whatever refund is available from other sources. The following process will apply to ensure this occurs.

A6.8 What is the process employees need to follow?

- (1) When obtaining a referral to a specialist from their general practitioner, in the case of dental treatment, the employee and their dentist must ascertain if assistance is available from PTS.
- (2) If assistance is available, the employee must proceed with the PTS process and reduce their claim on the department by the refund received. The remittance advice from the PTS must be produced.
- (3) If assistance is not available, the employee must include a declaration to this effect with their claim (see Attachment A below).
- (4) If assistance is available from any other source, the employee must reduce their claim on the department by the refund received. The remittance advice from the health fund, or similar, must be produced.

A6.9 What documentation do employees need to provide?

Depending on the circumstances, one or more of the following documents will be required to support a claim:

- (1) RRAIS Reimbursement Form (expense claim form);
- (2) accommodation tax invoice;
- (3) meals tax invoice;
- (4) declaration form (assistance not available from another source);
- (5) copy of medical invoice;
- (6) bus/rail/air travel tax invoice;
- (7) PTS/health fund remittance advice.

A6.10 Cost?

All costs are to be charged to the Cost Centre of the claimant.

A6.11 Who has the Delegation to approve applications?

Regional Directors and Operations Managers.

A6.12 What are the related legislation and references?

- (1) Patient Transit Scheme
- (2) Directives relating to:
 - (a) motor vehicle allowance
 - (b) domestic travelling and relieving expenses
 - (c) transfer and appointment expenses
 - (d) special leave

A6.13 Declaration

Attachment A - Specialist Medical or Dental Treatment

I,.....
do solemnly and sincerely declare that for the purpose of obtaining specialist medical or dental treatment on
...../...../....., the following circumstances apply:

- I am not eligible to receive assistance from the State Patient Transit Scheme;
- I am not eligible to receive assistance from any health insurance fund;
- Applicable State Patient Transit Scheme payments have been deducted from the claim; and
- Applicable health insurance fund payments have been deducted from the claim.

I make this solemn declaration conscientiously believing the same to be true.

CLAIMANT'S SIGNATURE.....

Date:...../...../.....

APPENDIX 7 - SUBSIDISED HOUSING

A7.1 Background

- (1) Clause 6.15 of this Agreement - *Rural and Remote Area Incentive Scheme* - allows for assistance with subsidised housing for employees covered by this Agreement who are employed in rural and remote communities. This Appendix is to be read in conjunction with clause 6.15 of this Agreement.
- (2) Rural and remote communities are defined as North West region, Central West region, South West region and Fitzroy region (Emerald only).

A7.2 What are the principles for the use of this incentive?

- (1) Housing assistance may be provided to employees based on availability and need in the rural and remote communities (as defined).
- (2) Housing assistance will be provided in accordance with the provisions of the Queensland Government Employee Housing Scheme: Policy & Conduct (February 2006).
- (3) Subsidised Rental Rates are those determined by the Government Employee Housing unit of the Department of Energy and Public Works, as varied from time to time.
- (4) Housing will be subsidised for the first seven years, with the subsidy reduced by one third over the next three years, to zero in the 10th year, at which time full market rental is applicable.
- (5) Housing assistance is an incentive to attract employee with scarce skills and qualifications to 'difficult to recruit to positions' in rural and remote communities.

A7.2 Who is potentially eligible?

Employees who are appointed, transferred and/or promoted permanently or employed on a fixed term basis to 'difficult to recruit to positions' and/or who have 'scarce skills' may be eligible to be considered by TMR for subsidised housing. In addition, potentially eligible employees must also fall within one of the categories listed below:

- (1) permanent full-time and part-time public service officers and general employees;
- (2) fixed term temporary employees with a contract of 12 months or more;
- (3) fixed term temporary employees with a contract of less than 12 months duration but who have worked within the region continuously for greater than 12 months and who meet the eligibility criteria specified above; or
- (4) employees who have been appointed, transferred or promoted to a rural or remote community from another location to meet a Government service.

A7.3 Who is ineligible?

- (1) Employees who own, either directly or indirectly, a private dwelling within a 45 kilometre radius of the location in question or whose spouse/partner owns, either directly or indirectly, a private dwelling within a 45 kilometre radius of the employee's work location.
- (2) Employees who are in an occupation which stipulates the provision of housing under award conditions or who have access to housing in the subject location through the entitlement of their spouse/partner or other family member with whom they permanently reside.
- (3) Employees who have ceased to become eligible for occupancy of Government Employee Housing for other reasons.
- (4) Casual employees.

A7.4 Application of the incentive

- (1) Where an employee is transferred at level to a different position in the same location, TMR has the discretion to reassess the subsidy period within the spirit of the principles and the incentive based upon eligibility criteria.
- (2) Where an employee is promoted to a new role in the same location and TMR has determined that a legitimate housing need remains as an incentive to attract for 'scarce skills' or 'difficult to recruit to position', the subsidy period recommences.
- (3) Where an employee is appointed or transferred at level to a new location within the region or to another region, and TMR has determined that a legitimate housing need remains as an incentive to attract for 'scarce skills' or hard to recruit positions, the subsidy period recommences.

A7.6 Housing Subsidy

- (1) The amount of subsidy will be calculated as the difference between the market rental rate of the allocated dwelling and the subsidised rental rate paid by the employee.
- (2) Market rental rates will be determined from time to time by an independent valuer or real estate agent. In the event of a disagreement on the value of the market rental rate, the relevant human resource management delegate will determine an appropriate market rental rate based on advice from the independent valuer/estate agent and the employee. The relevant human resource management delegate decision will be final and binding on all parties.

A7.7 What process needs to be followed?

- (1) The issue of allocation of housing must be raised by the recruitment and selection panel at the time of interviewing of an applicant for a position in a rural and remote community or soon after, in order to establish housing eligibility (if any) and standards appropriate to the potential employee's family composition.
- (2) Written approval for the allocation of housing must be obtained from TMR at the earliest possible opportunity after this discussion, with 'in principle' confirmation of the allocation of a dwelling confirmed as part of any written offer of employment.

A7.8 What documentation needs to be provided?

- (1) As soon as practical after TMR has provided 'in principle' approval of the allocation of subsidised housing, and the potential employee has indicated likely acceptance of an offer of employment, the onus is on that potential employee to provide evidence acceptable to TMR confirming their dependents (if any) for housing purposes and other relevant home ownership or housing allocation details that may impact on their eligibility.
- (2) Relevant Regional / District personnel are responsible for ensuring that all necessary documentation to secure an actual allocation through the Queensland Government Employee Housing Scheme: Policy & Conduct (February 2006) or other appropriate housing source is actioned.

A7.9 Who has the delegation to approve applications?

Approvals are as determined in line with TMR's human resource management delegations.

A7.10 What are the related legislation and references?

Government Employee Housing Scheme: Policy & Conduct (February 2006).

APPENDIX 8 - REDUNDANCY

- (1) TMR, in line with Government policy, is committed to improved job security for permanent employees. This commitment will be assisted where managers and employees are more flexible in terms of work, mobility, work practices and skills acquisition to meet changing business needs. The proactive acquisition of skills by employees can ensure their employability in the civil construction industry and other related industries.
- (2) Consistent with Government policy, where changes in work patterns affect job viability, deployment, redeployment and retraining will remain the department's priority. However, management recognises that overall workforce numbers in TMR may reduce progressively, primarily through natural attrition.
- (3) Redundancies will only occur in exceptional circumstances and must be approved by the Director-General of TMR (or delegate) in accordance with the Directive relating to early retirement, redundancy and retrenchment.
- (4) A redundancy package consists of the following:
 - (a) Accrued recreational leave;
 - (b) Accrued long service leave for employees who have worked for at least one year, on the basis of 1.3 weeks for each year of continuous service and a proportionate amount for an incomplete year of service;
 - (c) A severance benefit of two week's full-time pay per full-time equivalent year of service and a proportionate amount for an incomplete year of service, paid at the employee's substantive level (The minimum payment is four weeks' pay, and the maximum 52 weeks, provided that no employee will receive less than the severance payment under the Termination, Change and Redundancy Statement of Policy issued by the Queensland Industrial Relations Commission).
 - (d) Employees who hold two or more tenured part-time jobs shall only be entitled to severance benefit calculated on the proportion of full time equivalent years of service applicable to the part-time position which has become redundant.
 - (e) Employees whose previous employment is recognised for the purpose of calculating long service leave entitlement shall also be entitled to severance benefit based on their period of previous recognised employment. This provision is conditional upon the total severance benefit not exceeding 52 weeks.
 - (f) Superannuation benefits are calculated according to any relevant formula prescribed under the conditions of the superannuation scheme of which the employee is a member.
 - (g) Public service officers who accept a redundancy package will be entitled to relocation expenses consistent with the Directive relating to relocation expenses for officers retiring from the service
 - (h) Separation packages are compensation for loss of job tenure.
- (5) Notwithstanding anything provided for in this arrangement, the provisions of any Directive made under sections 307 and 308 of the *Public Sector Act 2022* which are more favourable shall have application.

APPENDIX 9 – NIGHT WORK SCENARIOS

- A9.1** The scenarios set out below are provided to assist in the understanding and application of the provisions in clause 7.5 of this Agreement – Night Work (Excluding Shift Work).
- A9.2** The standard shift times in each example are in bold type and the actual times worked in each example are in italic type.
- A9.3** The timing of meal breaks and crib breaks, and payment where necessary, is to be determined as appropriate to the situation.

Standard Shift (that is, 8.5 hours (6 pm - 2.30 am))

Commences at 6 pm on Monday and finishes at 2.30 am on Tuesday

8.5 hours @ 100% ordinary rates (6 pm - 2.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (6 pm - 2.30 am)

Standard Shift (that is, 8.5 hours (8 pm - 4.30 am))

Commences at 5 pm on Tuesday and finishes at 4.30 am on Wednesday

3 hour @ 200% ordinary rates (overtime) (5 pm – 8 pm)

8.5 hours @ 100% ordinary rates (8 pm – 4.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (8 pm – 4.30 am)

Standard Shift (that is, 8.5 hours (8 pm - 4.30 am))

Commences at 7 pm on Wednesday and finishes at 6.00 am on Thursday

1 hours @ 200% ordinary rates (overtime) (7 pm – 8 pm) 8.5 hours @ 100% ordinary rates (8 pm - 4.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (8 pm - 4.30 am)

1.5 hours @ 200% ordinary rates (overtime) 4.30 am - 6 am)

Plus 1.5 hours incorporating the 50%-night work penalty on overtime (4:30 – 6am)

Friday Shift (that is, 8.5 hours (8 pm - 4.30 am))

Commence at 8.00 pm on Friday and finishes at 4.30 am on Saturday

8.5 hours @ 100% ordinary rates (8 pm - 4.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (8 pm - 4.30 am)

Plus an additional 4.5 hours @ 50% ordinary rates (Saturday penalty) (12 am – 4:30 am)

Saturday Shift i(that is, 8.5 hours (8 pm - 4.30 am))

Commences at 8.00 pm on Saturday and finishes at 4.30 am on Sunday

8.5 hours @ 100% ordinary rates (8 pm - 4.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (penalty) (8 pm - 4.30 am)

Plus an additional 4 hour @ 50% ordinary rates (Saturday penalty) (8 pm - 12 pm)

Plus an additional .5 hours @ 100% ordinary rates (Sunday penalty) (12 am - 4.30 am)

Saturday Shift (that is, 8.5 hours (8 pm - 4.30 am))

Commences at 8.00 pm on Saturday and finishes at 6.30 am on Sunday

8.5 hours @ 100% ordinary rates (8 pm - 4.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (8 pm - 4.30 am)

Plus an additional 4 hour @ 500% ordinary rates (Saturday penalty) (8 pm – 12 am)

Plus an additional 4.5 hours @ 100% ordinary rates (Sunday penalty) (12am - 4.30 am)

2 hours @ 200% ordinary rates (overtime) (4.30 am – 6.30 am)

2 Hours@50% ordinary rates (night work penalty in addition to overtime) (4.30 – 6.30am)

Sunday Shift (that is, 8.5 hours (6 pm - 2.30 am))

Commences at 6 pm on Sunday and finishes at 2.30 am on Monday

8.5 hours @ 100% ordinary rates (6 pm - 2.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (6 pm - 2.30 am)

Plus an additional 6 hours@ 100% ordinary rates (Sunday penalty) (6 pm to 12 am)

Sunday Shift (that is, 8.5 hours (6 pm - 2.30 am))

Commence at 5.00 pm on Sunday and finishes at 6.30 am on Monday

1 hours @ 200% ordinary rates (overtime) (5 pm – 6 pm)

8.5 hours @ 100% ordinary rates (6 pm - 2.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (6 pm - 2.30 am)

Plus an additional 6 hours @ 100% ordinary rates (Sunday penalty) (6 pm to 12 am pm)

3 hours @ 200% ordinary rates (overtime) (2.30 am – 5.30 am)

1 hours @ 250% ordinary rates (overtime) (5.30 am – 6.30 am)

4 hours @ 50% ordinary rates (night work penalty in addition to overtime) (2:30 am – 6:30 am)

Public Holiday Shift (that is, 8.5 hours (8 pm - 4.30 am))

The public holiday commences on a Tuesday at 12 midnight and operates for the second half of the shift

Commence at 8 pm on the day prior to the public holiday and finish at 6.30 am on the public holiday

8.5 hours @ 100% ordinary rates (8 pm - 4.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (8 pm - 4.30 am)

Plus 4.5 hours @ 150% ordinary rates (public holiday penalty) (12 am - 4.30 am)

2 hours @ 250% ordinary rates (overtime) (4.30 am – 6.30 am)

2 Hours @ 50% ordinary rates (night work penalty in addition to overtime) (4:30 am – 6:30 am)

Public Holiday Shift (that is, 8.5 hours (8 pm - 4.30 am))

The public holiday commences on a Wednesday and operates for the first half of the shift (8pm - 12 midnight)

Commences at 8 pm on the public holiday and finish at 4.30 am on the day after the public holiday

8.5 hours @ 100% ordinary rates (8 pm - 4.30 am)

Plus 4 hours @ 150% (public holiday penalty) (8 pm - 12 am) Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (8 pm - 4.30 am)

APPENDIX 10 – PRESERVED CONDITIONS FROM THE ENGINEERING AWARD – STATE 2002

The following clauses from the *Engineering Award – State 2002* (operative from 1/09/2000), as amended, are preserved and deemed to be part of the Agreement for those employees who fall within the Engineering stream of the BEMS Award:

A10.1 Clause 6.7.2 of the Engineering Award – State 2002

6.7.2 Overtime

- (a) *Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a-half hours, an employee is entitled to commence a rest break of thirty minutes to be paid at the ordinary time rate, within one and a-half hours of ceasing such ordinary time work.*

TMR employees shall receive the 30 minute meal break after two hours overtime, or after one hour if overtime continues beyond 6:00pm, payable at the relevant overtime rate.

- (d) *An employee who is required to report to work to perform overtime of more than 2 hours, but less than four hours prior to the ordinary starting time, shall be allowed 30 minutes meal/crib break at the ordinary starting time for which the employee shall be paid at ordinary rates.*

The paid crib break for TMR employees shall be 45 minutes (and not thirty minutes).

A10.2 Clause 6.7.3 of the Engineering Award – State 2002

6.7.3 *Where a day worker is required to work overtime on any Saturday, Sunday or public holiday, and where such overtime is outside the scope of that covered by clause 6.7.2 (a), (b) and (c), such employee shall be entitled to:*

- (a) *where in excess of 6 hours overtime is to be worked, an unpaid meal break of no less than 30 minutes and not more than one hour not later than 6 hours after the commencement of duty;*
- (b) *where in excess of 9 1/2 overtime is to be worked (including overtime referred to in clause 6.7.3(a)) a further 30 minute meal rest/meal or crib break with no deduction of pay; and*
- (c) *a further 30 minute rest/meal or crib break for each further 4 hours worked where such overtime is to continue beyond the respective 4 hour period, with no deduction of pay in respect to such break.*

In lieu of clauses 6.7.3(a), (b) and (c) above, TMR employees, if required to continue working overtime for more than nine hours, shall be allowed 30 minutes for a paid crib break after nine hours worked. After each further four hours overtime worked, the employee shall be allowed 45 minutes for a paid crib break.

A10.3 Clause 6.8 'Meal Allowance' of the Engineering Award – State 2012

6.8 Meal allowance

6.8.1 *An employee, other than an employee living in camp, who is required to continue work after the usual ceasing time for more than one and one-half hours shall be supplied with a reasonable meal at the employer's expense or be paid a meal allowance of \$12.85 in lieu.*

6.8.2 *If the employee continues to work overtime the employee shall, after the completion of each further four hours overtime worked, be supplied with an additional meal at the employer's expense or be paid \$12.85 in lieu of such additional meal.*

6.8.3 *When employees have provided themselves with customary meals because of receipt of notice of intention to work overtime, the employee shall be entitled to an allowance of \$12.85 for each meal so provided in the event of the work not being performed, or ceasing before the respective meal times.*

TMR employees shall receive a meal allowance as prescribed in clause 6.8.1 after two hours overtime, or one hour if overtime continued beyond 6:00pm (refer to the note at clause 6.7.2(a) of this Appendix.)

SIGNATORIES

Signed for and on behalf of THE CROWN IN THE RIGHT OF THE STATE OF QUEENSLAND through the Director-General, **Department of Transport and Main Roads**

Signature of Authorised Officer.....

Name of Authorised Officer.....Sally Stannard.....

Signature of Witness

Name of WitnessBrett Collard.....

Dated this22/09/2023.....

Signed for and on behalf of **the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland**

Signature of Authorised Officer.....

Name of Authorised Officer.....Rohan Webb.....

Signature of Witness

Name of WitnessMelissa McAllister.....

Dated this25/09/2023.....

Signed for and on behalf of **the Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland**

Signature of Authorised Officer.....

Name of Authorised Officer.....Kane Lowth.....

Signature of Witness

Name of WitnessEmma Eaves.....

Dated this26/09/2023.....

Signed for and on behalf of **The Australian Workers' Union of Employees, Queensland**

Signature of Authorised Officer.....

Name of Authorised Officer.....Stacey Schinnerl.....

Signature of Witness

Name of WitnessBrett McCreadie.....

Dated this26/09/2023.....

Signed for and on behalf of **The Electrical Trades Union of Employees Queensland**

Signature of Authorised Officer.....

Name of Authorised Officer.....Peter Ong.....

Signature of Witness

Name of WitnessScott Reichman.....

Dated this26/09/2023.....

Signed for and on behalf of the **Transport Workers' Union of Australia, Union of Employees (Queensland Branch)**

Signature of Authorised Officer.....

Name of Authorised Officer.....Richard Olsen.....

Signature of Witness

Name of WitnessHelena Dalton-Bridges.....

Dated this27/09/2023.....

Signed for and on behalf of **Together Queensland, Industrial Union of Employees**

Signature of Authorised Officer.....

Name of Authorised Officer.....Alex Scott.....

Signature of Witness

Name of WitnessNJ Hipkin.....

Dated this27/09/2023.....