

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certification of an agreement

QBuild Office Staff Certified Agreement 8 (2009)

Matter No. CA/2009/150

Commissioner Thompson

1 December 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 1 December 2009 the Commission certifies the following written agreement:

QBuild Office Staff Certified Agreement 8 (2009) – CA/2009/150

Made between:

Department of Public Works

AND

The Queensland Public Sector Union of Employees.

The agreement was certified by the Commission on 1 December 2009 and shall operate from 1 December 2009 until its nominal expiry on 30 September 2012.

This agreement replaces the QBuild Office Staff Certified Agreement 7 (2006) (CA/2007/35).

By the Commission.

J.M. Thompson
Commissioner

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999, s.156

QBuild, A Business Unit of the Department of Public Works

AND

The Queensland Public Sector Union of Employees;

*(No. CA/2009/150)***QBUILD OFFICE STAFF CERTIFIED AGREEMENT 8 (2009)****APPLICATION FOR CERTIFICATION OF AGREEMENT**

THE AGREEMENT, having been made under the *Industrial Relations Act 1999*, on 26 November 2009, BETWEEN QBuild, A Business Unit of the Department of Public Works and the Queensland Public Sector Union of Employees, witnesses that the parties mutually agree as follows:

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This agreement will be known as the QBuild Office Staff Certified Agreement 8 (2009).

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- (1) This Agreement will apply to persons employed at QBuild for whom classifications and wage rates are prescribed herein.
- (2) The Chief Executive, Senior Executives and Senior Officers under the *Public Service Act 2008*; appointments made on a fixed term declared under s. 121 of the *Public Service Act 2008*; employees engaged under contractual arrangements (this does not refer to employees under ss. 147 and 148 of the *Public Service Act 2008* engaged for a fixed term); and “banded” officers; are not covered by this Agreement.

The parties bound by this Agreement are the Director-General of Department of Public Works, its employees and the Queensland Public Sector Union of Employees (QPSU).

1.4 Date and Period of Operation

This Agreement shall operate from the date of certification to 30 September 2012. The parties have agreed that its terms will be given operative effect on and from 1 October 2009.

1.5 Posting of Agreement

A copy of this Agreement must be displayed in a conspicuous place at the workplace, 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.

1.6 Relationship with Awards and Industrial Instruments

This Agreement is to be read in conjunction with the *Queensland Public Service Award – State 2003*. In the event of any inconsistency the terms of this Agreement shall take precedence.

1.7 Replacement Agreement

This agreement replaces the *QBuild Office Staff Certified Agreement 7 (2006)* when this agreement is certified

1.8 Objectives of the Agreement

The Agreement provides a framework to ensure the organisation achieves its objectives. QBuild aims to achieve this by:

- actively promoting improvements in all areas of our business through research and development, staff participation, and a process of continuous review;

- developing a flexible, highly skilled workforce that is responsive to client requirements;
- enhancing communication processes between management, employees and the union to ensure that staff are adequately informed, and disputes are constructively resolved;
- achieving and improving the organisation's financial viability;
- providing a supportive, inspiring work environment which values innovation, enthusiasm and promotes a commitment to getting the job done; and
- ensuring a safe workplace for all employees.

1.9 *Equity Considerations*

- (1) This Agreement will achieve the principal objects specified in sections 3(c), 3(d) and 3(n) of the *Industrial Relations Act 1999*. We will respect and value the diversity of our employees through helping to prevent and eliminate discrimination.
- (2) 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 *Definitions and Abbreviation*

"Accumulated Full Day Off" - means one standard day (7.25 hours) taken as paid leave, which is deducted from the employee's accumulated time balance.

"Accumulated Time" - means the authorised hours of duty performed by an employee (between 6:00 am and 7:00pm. Monday to Friday) which are in addition to the ordinary hours of work (i.e. 36.25 hours per week), and which have not been compensated by the payment of overtime or other similar payments.

"Accumulated Time Leave" - means paid leave which is deducted from the employee's accumulated time balance, and can be taken in full or part days.

"Authorised Work" - means tasks, projects or duties that directly relate to the role of the employee and that contributes to the Branch/Trading Centre meeting its client programs and performance targets or work that an employee undertakes upon direction by their Supervisor.

"Carryover Time" - means any accumulated time not taken as paid leave in a work cycle in which it is accumulated and which, subject to a specified limit, is carried over to the next work cycle.

"Consultation" – means and includes the timely exchange of relevant information and ideas in such a manner that the parties have the actual and genuine opportunity to influence the outcome.

"Department" – means the Department of Public Works.

"Directive" – means:

- a Directive of the Office of the Public Service Commissioner; or
- a Directive of the Minister for Employment, Training and Industrial Relations.

"Field Staff" - means all employees covered by the QBuild Field Staff Certified Agreement, and includes tradespersons, general employee other than tradespersons, forepersons, horticultural officers, apprentices and trade based Trainees.

"Ordinary Hours of Work" - shall be an average of 36.25 hours per week.

"SBU" – Single Bargaining Unit

"Standard Day"- a standard day is 7.25 hours, worked between the spread of hours of 6:00 am and 7:00 pm., Monday to Friday inclusive.

"Supervisor/Manager" - means a person responsible for the daily supervision, leadership of, and operation of a work team.

"Temporary" – means an employee engaged for a specific period of time, or for project(s) or duties where the finishing date is specified at the commencement of employment and is not extended for any reason other than to complete the project(s) or duties.

"TOIL" – Time Off In Lieu

"Work Cycle" - means a period of twenty-eight (28) calendar days during which accumulated time and approved leave will be recorded.

"Work Team" - means a team of people who undertake similar activities, usually have the same supervisor, and work together to ensure that Branch/Trading Centre objectives are achieved.

PART 2: REMUNERATION OUTCOMES

2.1 New wage Rates

In recognition of the commitment of the parties as specified in clause 1.9 "Objectives of This Agreement", the following wage increases shall apply to employees covered by this Agreement:

1 October 2009	4.5% or \$34.00 per week (whichever is the greater)
1 October 2010	4% or \$34.00 per week (whichever is the greater)
1 October 2011	4% or \$34.00 per week (whichever is the greater)

Provided that the first wage increase provided in the replacement agreement will not occur before 1 October 2012.

The salary schedules are set out in Appendix 1,2,3 and 4.

2.2 On Call Provisions

- (1) The following clauses are to be read in conjunction with Schedule 4, Section 6 "On call arrangements" of the *Queensland Public Service Award – State 2003*:
 - a) Where an employee is instructed to be available on call outside ordinary or rostered working hours, the employee will be paid, in addition to their ordinary rate of pay an allowance based upon the hourly rate of the classification of Professional Officer level 3, paypoint 4 in accordance with the scale provided for in s.4.6.3(a).
 - b) 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. Provided that should such employee be recalled again to perform duties separately within the minimum one hour period, no further payment shall apply. Provided further that the employee will be responsible for the recording of such requests which will require subsequent verification by the Chief Executive Officer.
 - c) On call arrangements will be implemented by agreement between the relevant Chief Executive and majority of affected employees in consultation with the relevant union.
 - d) The parties to the *State Government Departments Certified Agreement 2009* (Clause 2.2(3)) have agreed to finalise consent amendments to the *Queensland Public Service Award – State 2003* and the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003* which will consolidate existing provisions contained in both these Awards with the provisions prescribed above at clause 2.2 (1) a) – c).
- (2) The parties to this agreement will adopt the new on-call provisions from the *Queensland Public Service Award – State 2003*. These provisions will supersede and totally override the provisions prescribed above at clauses 2.2 (1) a) – c) and will form part of this Agreement.
- (3) The following provisions cover all staff of QBuild who may be required from time to time to perform the role of an "On-Call Employee".
 - a) An "On-Call Employee" shall mean an employee, who in the opinion of the Trading Centre Manager is deemed suitably qualified to perform those functions required in or about Government buildings and shall be required to be rostered for "on-call" duty from time to time.
 - b) QBuild reserves the right to utilise field staff and/or contractors to undertake "on-call" work outside of normal working hours in order to meet the needs of its clients.

- c) An On-Call Roster shall be compiled and posted at least six (6) months in advance, but shall be subject to confirmation and/or alteration where necessary.
- (4) The Trading Centre Manager having due regard to anticipated demands shall determine the number of staff required to be rostered "on-call".
- (5) Inclusion of staff on the roster shall be on a voluntary basis. However, should insufficient volunteers be available, staff may be required to perform a reasonable amount of "on-call" work.
- (6) An employee rostered to perform "on-call" work shall be supplied, where necessary, with:
 - a) a vehicle, and appropriate equipment and materials to undertake the required tasks; and
 - b) a portable paging device or a mobile telephone.
- (7) Should an employee incur personal expenses in relation to communications whilst performing "on-call" work, they shall be reimbursed for such expenses upon proof of expenditure.

2.3 No Loss of Show Day

- (1) Where an employee is required to perform work duties (including training) at an alternative location to their usual place of work on a day where the show day holiday applies, such employee will be given a day off in lieu, to be taken by mutual agreement with the employee's supervisor.
- (2) Provided that an employee subject to this Agreement, and whether engaged in different agencies or locations over a calendar year or not, is only entitled to leave on full pay for a show holiday once each calendar year.

2.4 No Further Claims

- (1) This agreement is in full and final settlement of all parties' claims for its duration. 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.
- (3) It is agreed that 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.
- (4) Unless inconsistent with the terms of this agreement, the entitlement of employees covered by this agreement as contained in the awards, Ministerial Directives or determinations made under the *Public Service Act 2008* effective at the date this agreement was made shall not be reduced for the life of this agreement.
- (5) It is agreed that any increases in monetary amounts or other entitlements as a result of Queensland Industrial Relations Commission decisions, government policy, or Directives made under the *Public Service Act 2008* will be applied.

2.5 Award Maintenance

- (1) Subject to clause 2.3(3), the Queensland Industrial Relations Commission State Wage increases awarded during 2009 and the period up to and including the nominal expiry date of this Agreement will be absorbed into the wage increases provided by this Agreement.
- (2) It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay, which is less than the corresponding rate of pay in the relevant parent award.
- (4) The employer will consent to applications made after the nominal expiry date of this agreement to amend any of the parent awards to incorporate wage adjustments based on this Agreement.

PART 3: TRAINING

- (1) The parties to this agreement recognise an ongoing commitment to training and development through a variety of modes including on the job training, accredited courses and professional development programs.
- (2) It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives in an environment where greater focus should be placed on strategies to attract, retain and develop employees with critical skills and abilities.
- (3) To achieve the desired levels of knowledge and skills there should be an emphasis upon building capability around key occupations through career development, job design, performance development, and workforce planning. The objective of this approach is to improve workforce capability and agencies' service delivery while enhancing job satisfaction and employees' professional growth.
- (4) Training and assessment of competencies will be provided in accordance with the Public Services Training Package or other accredited programs relevant to agency needs to enable employees to meet the requirements of clauses 4.1 and 4.2 of this Agreement.
- (5) The parties recognise the importance of the provision of accredited training packages for front-line service delivery positions within the Queensland public sector in ensuring the provision of quality services to the Queensland community. A joint review of the training provided to service delivery staff employed in AO2 and AO3 positions will occur during the life of this Agreement.

PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS

4.1 *Commitment*

The parties are committed to the principle that financial recompense shall be provided for public sector employees in the specified classifications who meet the following requirements:

- (a) an accredited qualification at the AQF level specified or higher achieved through training and assessment of competencies (including recognition of current competencies); and
- (b) reached the maximum pay point of the specified Classification Level in the Administration Stream or the Operational Stream; and
- (c) spent one calendar year on the maximum pay point (or, in the case of permanent part time or casual employees, have spent one calendar year and worked 1200 hours at the maximum pay point).

4.2 *Appropriate Remuneration*

The following remuneration shall be paid for staff who meet the requirements in clause 4.1.

Certificate IV (AQF IV)	AO2	\$41.50 per fortnight
Diploma (AQF V)	AO3	\$42.80 per fortnight
Advanced Diploma (AQF VI)	AO4	\$44.60 per fortnight
Certificate III (AQF III)	OO2	\$20.00 per fortnight
Certificate IV (AQF IV)	OO3	\$41.50 per fortnight
Diploma (AQF V)	OO4/OO5	\$42.80 per fortnight
Advanced Diploma (AQF VI)	OO6	\$44.60 per fortnight

PART 5: CULTURAL LEAVE

Employees may access up to 5 days unpaid cultural leave per year as prescribed at section 40A of the *Industrial Relations Act 1999*. In addition, eligible employees may also access cultural leave:

- as recreation leave;
- as unpaid special leave;
- in lieu of public holidays (where operational circumstances permit);
- as accrued time leave; or
- at the required time with such time made up at a later date.

PART 6: PAID PARENTAL LEAVE

The parties agree that the employer-paid entitlements as prescribed in Ministerial Directive 5/08 (Paid Parental Leave) will be maintained for the life of this Agreement notwithstanding the implementation of an Australian Government paid parental leave scheme.

PART 7: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT

7.1 *Employment Security*

QBuild is committed to maximum employment security for tenured public sector employees by developing and maintaining a responsive, impartial and efficient public service as the preferred provider of existing services to Queensland Government and the community.

7.2 *Permanent Employment*

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. QBuild will utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

7.3 *Organisational Change and Restructuring*

- (1) QBuild is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (2) These commitments are effected through the Government's Employment Security Policy and the "Policy on the Contracting-Out of Government Services".
- (3) QBuild shall advise the SBU of their intention to implement changes that may affect the employment security of their employees, prior to the commencement of any planned changes. This shall include all information required to be provided in accordance with the "Introduction of changes" and "Redundancy" clauses of relevant awards.
- (4) It is acknowledged that management has a right to implement changes in order to meet business requirements. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered.
- (5) The parties agree that QBuild should report to unions on a quarterly basis the current status of employment practices within the business unit. This report should be provided on a quarterly basis at the SBU. Specifically, the report should detail the following:
 - (a) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;
 - (b) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
 - (c) the number of people engaged through labour hire;
 - (d) any significant variance in the number of permanent employees;
 - (e) the conversion of temporary employees to tenured status.
- (6) Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and alternative placement opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available. Agencies and employees will comply with all relevant Directives. Where an employee refuses to participate or cooperate in these processes, the full provisions of the directive pertaining to retrenchment may be followed to the extent of their applicability.
- (7) All provisions and entitlements relating to organisational change and restructuring can be found in the directives relating to early retirement, redundancy and retrenchment and employment arrangements following workplace change (as amended) which will apply for the life of this Agreement.
- (8) Agencies must provide relevant information to the relevant union/s when it intends to apply the provisions of the directive relating to early retirement, redundancy and retrenchment where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same time the Agency's intentions are communicated to the employee. An affected employee must be provided with

notice of the Agency's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.

PART 8: SALARY PACKAGING

- (1) Salary packaging is available for employees covered by this Agreement.
- (2) Q Build is to apply the following principles for employees who avail themselves of salary packaging:
 - (a) as part of the salary package arrangements, 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 QBuild policies, employees must obtain 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.
- (3) 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.
- (4) Employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

PART 9: CONSULTATIVE COMMITTEES

9.1 *Single Bargaining Unit*

- (1) QBuild's Single Bargaining Unit (SBU) consists of representatives from management and the union. The SBU is responsible for negotiating, implementing, consulting, and monitoring of this Agreement.
- (2) The SBU shall meet monthly and develop Terms of Reference for itself and Local Consultative Committees.

9.2 *Local Consultative Committees*

- (1) QBuild Local Consultative Committees (LCC) are formed within each Trading Centre and meet monthly or as agreed by the members. The LCC comprises of representatives of the Regional Management Team and union delegates.
- (2) The LCCs functions include the identification of regional issues, workforce improvement initiatives and the resolution of local industrial matters through consultation with employees. The focus of these committees is dispute resolution and business improvement processes.
- (3) If a matter cannot be resolved through the LCC it will be referred to the SBU for resolution.

PART 10: COLLECTIVE INDUSTRIAL RELATIONS

- (1) QBuild acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of agencies and public sector units. The principle recognises the important role of unions and the traditionally high levels of union membership in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- (2) QBuild as an employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 1999* and any determinations of the Queensland Industrial Relations Commission.
- (3) QBuild is committed to collective agreements and will not support non-union agreements, Queensland Workplace Agreements, Australian Workplace Agreements or equivalent.

PART 11: ILO CONVENTIONS

QBuild as an employer recognises its obligations to give effect to international labour standards including freedom of association, workers' representatives, collective bargaining and equality of opportunity for all public sector workers.

PART 12: UNION ENCOURAGEMENT

- (1) QBuild recognises the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (2) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (3) Information on the relevant union(s) will be included in induction materials.
- (4) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (5) QBuild are to provide relevant unions with complete lists of new starters to the workplace on a quarterly basis, unless agreed between the relevant agency and union to be on a more regular basis. This information is to be provided electronically and shall include work location details.
- (6) QBuild also are required where requested to provide relevant unions with a listing of current staff comprising name, job title and work location. This information shall be supplied on a six monthly basis, unless agreed between the relevant agency and union to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined at s373(3) of the *Industrial Relations Act 1999*.

PART 13: UNION DELEGATES

- (1) QBuild acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (2) Public sector employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, 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 be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management 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.

PART 14: INDUSTRIAL RELATIONS EDUCATION LEAVE

- (1) Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (2) Before the employer approves such leave the union must provide the employer information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, the employer must be satisfied that the proposed course is within the terms of paragraph (1).
- (3) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegated authority) of the agency.

- (4) Additional leave, over and above 5 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 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the agency, the relevant union and the employee.
- (5) Upon request and subject to approval by the chief executive (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.
- (6) 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 the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.
- (7) At the discretion of the chief executive of the agency/public sector unit concerned, public sector employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Ministerial Directive 08/06 "Special Leave" in relation to special leave without salary. Conditions outlined in the Special Leave Directive that provide for the employees' return to work after unpaid leave will be met.

PART 15: PREVENTION AND SETTLEMENT OF DISPUTES

- (1) The objectives of this procedure are 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 before the emergence of a dispute is to continue whilst 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 management to provide relevant information and explanation and 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 representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (b) if the matter is not resolved as per (a) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
 - (c) if the matter remains unresolved it may be referred by the employee and/or his/her union representative to the CC for discussion and appropriate action. This process should 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.
- (5) Nothing contained in this procedure shall prevent unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (6) The parties acknowledge that, for matters not covered by this agreement, there are other dispute resolution procedures available.

PART 16: WORKLOAD MANAGEMENT

- (1) The Queensland Government is committed to working with its employees and the public sector unions to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore agencies should ensure safe work environments are not compromised, and that agency responsibilities under legislation including duty of care to all employees are complied with.
- (2) It is recognised by the employer that unrealistic expectations should not be placed on employees by line management to consistently perform excessive working hours whereby no opportunities arise to utilise accrued time or TOIL.

- (3) QBuild is obliged to consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes. Management at the local level should undertake appropriate consultation with affected employees when implementing organisational initiatives including machinery of government changes that may have an impact on the workloads of affected employees.
- (4) QBuild remains committed to the implementation of the workload management tool during the life of this agreement. The parties agree that a review of the workload management tool in the first 12 months after certification of this Agreement will occur through a joint union/PSC working party. In utilising the workload management tool QBuild is obliged to adapt the template tool to account for agency-specific circumstances to ensure easier application of the tool.
- (5) In addition, the parties agree that each Consultative Committee (CC) will deal with the issue of workload management. The activities of the CC in the area of workload management should include, but not be limited to, the following:
 - (a) To undertake research on local workload management issues;
 - (b) To address specific workload issues referred by staff of work units, union officials and/or management;
 - (c) To develop expedient processes for referral of workload issues to the CC;
 - (d) Based on research, develop strategies to improve immediate and long term workload issues;
 - (e) To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee.
 - (f) To consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes, and make recommendations to affected workgroups on the management of potential workload issues where appropriate.

PART 17: FAIR CAREER PATHS

- (1) The parties are committed to providing reasonable career opportunities to public sector workers. The parties are committed to providing consistent and transparent classifications across the public sector.
- (2) QBuild, in consultation with the SBU, will ensure it has a review process in place to allow aggrieved employees the opportunity to raise concerns about the work value assessment (utilising JEMS or other approved methodology) of their position. These processes will provide the opportunity for consultation with the relevant union and may include a union representative as part of the process.
- (3) Design Principles relating to the JEMS review process were approved by the Central Peak Consultative Committee in 2004 under the auspices of the *State Government Departments Certified Agreement 2003*. These agreed Design Principles were developed and approved for discretionary use by agencies when finalising the review process referred to above. The review of the Design Principles will be completed within 12 months of the date of certification of the *State Government Departments Certified Agreement 2009*.

PART 18: WORKPLACE BULLYING AND HARRASSMENT

The parties recognise that workplace bullying and harassment is a serious issue which is not acceptable and must be eliminated.

PART 19: CLIENT AGGRESSION

The parties recognise that client aggression is a workplace health and safety issue affecting some public sector workplaces and agree that violence and aggression by clients towards staff is not acceptable. The Government, through Workplace Health and Safety Queensland of the Department of Justice and Attorney-General, will review and update its publications dealing with occupational violence. On completion of this review and within twelve months of certification of this agreement, Government will consult with public sector unions about implementation of strategies consistent with Workplace Health and Safety Queensland publication to manage the risk, and respond to incidents, of client aggression.

PART 20: CLIMATE CHANGE

The parties acknowledge that responding to the risks of dangerous climate change is one of the most critical challenges presently facing employers and workers alike. The Government recognises that staff play an important and necessary role in implementing any sustainability measures in the workplace and as such, a joint approach represents the best way to achieve the Government's sustainability objectives.

PART 21: RURAL AND REMOTE HOUSING

The parties acknowledge the Queensland Government's ongoing commitment in providing employees who reside (either permanently or temporarily) in government owned dwellings with a safe residential environment and acceptable facility standards.

The Queensland Government will commit to completing a review of security standards in government dwellings in Indigenous communities throughout the State within six months of certification of the *State Government Departments Certified Agreement 2009*.

PART 22: BALANCING WORK/LIFE AND FAMILY

- (1) The Queensland Government recognises the increasingly complex interplay between people's work and personal lives and the challenges involved in managing work, family and lifestyle responsibilities. It is committed to helping employers and employees establish workplace practices that improve work-life balance, and have introduced a variety of initiatives on work and family.
- (2) The parties recognise that implementing Work-Life Balance initiatives will enable the Queensland Government to continue providing effective service delivery to the Queensland public.
- (3) The Queensland Government is committed to improving the uptake of existing work-life balance policies across the public sector in order to realise the potential of work-life balance as a tool to improve the attraction and retention of employees and subsequently productivity for employers.
- (4) The Queensland Government agrees to actively educate and provide practical tools to implement work-life balance policies and flexible work practices for individual organisations and their employees in order to develop organisational cultures that support work-life balance.
- (5) Workplace arrangements supported by the Queensland Government to assist employees in balancing work, family and lifestyle responsibilities include (but not limited to):
 - a) Leave arrangements – e.g. carer's leave, study/training leave, career breaks, cultural leave, flexible access to long service leave, purchased leave;
 - b) Policies relevant to parenting and pregnancy – e.g. paid/unpaid parental leave, pre-natal leave, spousal leave, breastfeeding facilities, lactation breaks;
 - c) Flexible working arrangements – e.g. telecommuting, job sharing, flexible hours of work or ADO arrangements, transition to retirement arrangements, compressed working weeks, averaging ordinary hours;
 - d) Additional work provisions – e.g. employee services, health programs, exercise facilities, relocation assistance.
- (6) Agencies should monitor the implementation and uptake of work-life balance policies across their workforce in consultation through agency Consultative Committees.
- (7) The parties agree that requests by employees to access work-life balance policies must not be unreasonably refused.
- (8) **Organisational Hours of Work (Flexi-time)** - The government agrees to consent to an application by the relevant unions to amend the *Queensland Public Service Award – State 2003* to provide greater detail on the minimum conditions to be included in organisational hours of work arrangements (flexitime) subject to agreement between the parties on the content of the application to amend the Award.

PART 23: WORKING ARRANGEMENTS, HOURS OF WORK and OVERTIME

23.1 Rationale Underlying Hours Guidelines

- (1) QBuild is a commercialised Business Unit, which must provide flexible, responsive and high quality services to clients to secure its long-term future. Hence, the manner in which these Hours of Work and Accumulated Time provisions are implemented must support and enhance service delivery to clients.
- (2) It is also recognised that there is a need to provide staff with flexibility in an hours of work arrangement so they can balance workplace and personal/family responsibilities.
- (3) Given QBuild's current and forecasted operational and resourcing requirements, the manner in which staff utilise hours of work and accumulated time must on all occasions support business operations, and hence

practices such as four (4) day weeks, nine (9) day fortnights and the like are not permitted as permanent work arrangements under these Hours of Work and Accumulated Time arrangements.

- (4) The objective of accumulated time arrangements is to allow staff flexibility in establishing their working hours by being able to:
 - (a) work standard hours (ie. not accrue additional time); and
 - (b) access an accumulated full day off as well as ad-hoc accumulated time leave, subject to operational requirements.

23.2 *Applicability of Hours of Work Arrangements & Accumulated Time Provisions*

- (1) The Hours of Work arrangements and Accumulated Time provisions apply to all full-time, permanent and temporary office-based staff of QBuild.
- (2) Subject to operational requirements, these working hours arrangements may apply to part-time staff.
- (2) The Accumulated Time provisions do not apply to:
 - (a) casual staff,
 - (b) Independent contractors and
 - (c) temporary agency staff.

23.3 *Managers' Responsibilities*

Managers are responsible for:

- (1) Hours of Work arrangements are effectively implemented such that client and operational needs are met.
- (2) Arrangements are sufficiently flexible, so that staff can have input into how the arrangements impact on them, for example when they start and finish work, when they would like to take Accumulated Time Off, etc.
- (3) Subject to the above, it is ultimately the manager's responsibility to ensure work programs and client demands are met. The manager therefore has the right to make the final determination in relation to hours of work and accumulated time issues. This may occur from time to time (eg. in relation to starting or finishing times, hours worked per day, approval to accumulate time or take accumulated time off, etc). An example: when a manager may need to direct a team of people to start work at 8:00 am to ensure that a tender can be submitted by 5:00 p.m.

23.4 *Supervisors' Responsibilities*

Supervisors are responsible for:

- (1) Sufficient staff are available at all times to meet operational requirements.
- (2) The operation of these arrangements support business operations and are appropriately flexible to meet the needs of staff.
- (3) If they have a concern that an employee may be inappropriately using the hours of work or accumulated time arrangements, the Supervisor needs to discuss these concerns with the employee. If these issues cannot be resolved informally, the supervisor is responsible for seeking a formal resolution to the issue. This may include, but is not limited to, the implementation of diminished performance or disciplinary processes with the employee or placing the employee on set hours.
- (4) Staff are working on authorised work at all times, and particularly monitoring the application of accumulated time arrangements.
- (5) Certifying at the end of the work cycle, the accuracy of employee timesheets and that applications have been received for all applicable leave.
- (6) Approving accumulation of time and Carry-Over Time in consultation with managers and staff.

23.5 *Staff Responsibilities*

Staff are responsible for:

- (1) Liaising with the supervisor and other staff, when necessary, to ensure that client and operational requirements are met through appropriate working hours arrangements.

- (2) Complying with directions given by their Supervisors regarding hours of work.
- (3) Being on duty at agreed times, unless absent on approved leave.
- (4) Seeking prior approval from the Supervisor to take periods of accumulated time leave and other leave entitlements.
- (5) Accurately recording hours of duty, completing an attendance/timesheet and lodging the necessary applications for leave with the supervisor.
- (6) Being familiar with the principles of Accumulated Time arrangements and being responsible in its application.

23.6 Business Hours

- (1) Normally, QBuild business hours of operation are 8:00 am to 5:00 p.m., Monday to Friday.
- (2) The Manager is to identify the normal business hours of operation during which staff are to be on duty to meet peak operational and client service requirements. The office must have sufficient staff during business hours to meet client requirements.
- (3) Each work team is responsible for ensuring that staff commencement times, finishing times and lunch breaks are organised or staggered so as to ensure satisfactory staff coverage during QBuild business hours, and that staffing needs are met.

23.7 Starting Times

- (1) It is expected that staff will commence work between the hours of 7:00 am and 9:00am.
- (2) These times may be varied with the supervisor's prior approval in order to suit an employee's individual and/or family needs, and providing organisational requirements are met.
- (3) On each occasion an employee commences work before 7:00 am prior approval is required by the Supervisor.

23.8 Finishing Times

- (1) It is expected that staff will finish work between the hours of 4:00 p.m. and 6:00 p.m.
- (2) These times may be varied with the supervisor's prior approval in order to suit an employee's individual and/or family needs, and providing organisational requirements are met.

23.9 Other

- (1) The starting and finishing times of staff shall be deemed to commence on the hour or at fifteen (15) minute intervals after the hour.
- (2) In some cases it may be necessary to establish a roster by agreement with staff to ensure that a particular work unit is appropriately staffed during normal business hours.

23.10 Meal Breaks

- (1) Meal breaks are to be taken between the fourth and sixth hour after the commencement of the employee's ordinary work. A minimum 30 minutes duration and a maximum 2 hours duration applies.
- (2) These times may be varied with Supervisor's prior approval in order to suit an employee's individual and/or family needs.

23.11 Administration of Accumulated Time

- (1) Staff may work beyond a standard day (ie. 7.25 hours) when they have meaningful work to perform. In such cases, staff may accrue accumulated time.
- (2) Staff may be granted accumulated time leave only if they have accumulated the equivalent amount of time.
- (3) All accumulated time leave must be approved in advance by the employee's immediate supervisor.

- (4) Accumulated time arrangements will operate on the basis of a twenty-eight (28) calendar day work cycle.
- (5) The minimum period of accumulated time leave able to be taken by an employee on any one occasion is 15 minutes.
- (6) Subject to approval, the maximum period of accumulated time leave able to be taken by an employee on any one occasion is 36.25 hours or five (5) full days.
- (7) Practices such as four-day weeks and nine-day fortnights are not permitted as regular work arrangements.
- (8) The maximum carry forward from one work cycle to the next is 36.25 hours.
- (9) Accumulated time accrued by an employee during a work cycle should generally be taken as accumulated time leave during that same work cycle where operationally convenient.
- (10) At the end of a work cycle, any accumulated time not taken as paid leave shall be carried over to the next work cycle up to a maximum of 36.25 hours.
- (11) At the end of a work cycle, all accumulated time exceeding 36.25 hours will be forfeited unless the appropriate authority approves a carryover of this excess time. This may occur in the following circumstances:
 - (a) where it was operationally inconvenient for an employee to take such leave and hence the maximum limit of accumulated time was exceeded;
 - (b) where unforeseen workload/project needs make it operationally convenient for an employee to work (and hence accrue) extra hours. (Care must be taken in these circumstances to ensure the staff well being is taken into consideration and the employee is in agreement with the arrangements. The payment of overtime could be an alternative option).
 - (c) where an unforeseen absence on sick leave or other approved leave prevents the taking of accumulated time leave.
- (12) Under no circumstances should carryover time exceed 36.25 hours.
- (13) The Supervisor must record their consent to the employee accessing accumulated time leave, or accumulating/carrying over more than 36.25 hours by initialling the staff timesheet at the end of each week.
- (14) All staff are to complete a timesheet which records the number of hours worked, starting and finishing times, meal breaks, absences on approved leave, Public Holidays and Accrued Time Balances. These Hours of Work arrangements combine a weekly timesheet and time capture form.

23.12 Overtime/Time Off In Lieu Of Overtime (TOIL)

- (1) No claim for overtime shall be approved in circumstances where an employee elects to work solely for the employee's own convenience.
- (2) Any work performed outside the spread of hours (6:00 am to 7:00 p.m. Monday to Friday) or in excess of 10 hours exclusive of meal breaks, on any one day shall be classed as overtime. Staff must ensure prior to undertaking overtime that it is approved by their Manager or Supervisor.
- (3) Compensation for overtime, including salary limitations and entitlement is as per the Directive on "*Hours and Overtime*", or by mutual consent Time Off in Lieu (TOIL), to be credited on a time for time basis.

23.13 Accumulated Time on Ceasing Employment

- (1) Managers shall ensure that staff who resign, retire or otherwise cease duty have utilised all accrued time upon cessation of duty. Staff also have a responsibility to manage their time, so that upon ceasing employment their accumulated time leave balance is nil.
- (2) In exceptional circumstances, where it is operationally inconvenient for the employer to allow the employee to access their accumulated leave before ceasing employment, this accumulated leave will be paid as cash in lieu, up to a maximum of five (5) days.

PART 24: DISASTER MANAGEMENT ARRANGEMENTS

24.1 Application

In circumstances where office staff that are required to work during Disaster Management Operations such as floods, the provisions of Directive 3/08 Critical Incident Entitlements and Conditions shall apply.

PART 25: FURNITURE SHIFTS

25.1 Staff Selection

The opportunity to be engaged on such work is to be extended equally to all employees engaged in the immediate locality (eg. Brisbane City Region), on a rostered cycle, and who indicate a willingness to make themselves readily available for work outside normal hours. When selecting staff to undertake furniture shifts management should consider the employee's physical capabilities and record of poor performance.

25.2 Hours of Duty

- (1) The hours of duty are to suit clients' instructions and as agreed by the team members.
- (2) Employees are entitled to a twenty (20) minute paid break to be taken in the third hour of duty, plus a thirty (30) minute unpaid meal break to be taken between the fourth and sixth hour of duty. These hours may be varied by mutual agreement by the team members.
- (3) Injured or ill employees (leaving the job after commencement of work) are to be paid the Furniture Rate for that day only, then revert to ordinary rates.

25.3 Team Leaders

Team Leaders, elected by the Team Members, are to be paid an allowance equivalent to two (2) hours extra per day in recognition of their level of responsibility. The number of Team Leaders would normally be one (1) for internal shifts and one (1) per building for external shifts.

25.4 Penalty Rates and Overtime

- (1) Payment for such work shall attract a common hourly rate for all employees at the current double time rate for a Builders Labourer. QBuild employees will only be utilised when QBuild is not required to tender for Furniture Shift work.
- (2) A minimum payment of three (3) hours for work on Saturday, and four (4) hours for work on Sunday and Public Holidays at Furniture Rates shall apply.

25.5 Rostered Day Off (RDO) and Public Holidays

- (1) Payment for work on a Public Holiday is at the normal hourly rate in addition to payment of Furniture Package rates for the actual hours worked. There is to be no alternate day off.
- (2) RDO's are to be deferred in situations of operational necessity and normal rates apply for work on that day.

PART 26: MOBILITY PRINCIPLES

- (1) This mobility principle shall apply only to those staff eligible to be employed under the QBuild Office Staff Certified Agreement 8 (2009).
- (2) It is recognised that Queensland Public Sector staff may enter into employment with QBuild during the course of this Agreement. Existing Public Sector staff may join QBuild in the following ways:
 - (a) voluntarily joining through promotion, secondment or transfer at level from another Agency or Business Unit; or
 - (b) imposed movement as a result of Agency/Business Unit restructuring, including deployment and redeployment.
- (3) Separate Agreements operating across the Department of Public Works and across the Queensland Public Sector provide for differing working conditions and payment arrangements. To ensure that existing Public Sector staff are not disadvantaged by joining QBuild the following provisions will apply:

- (a) where staff join QBuild as a result of a situation described in (a) above, they are to accept the terms and conditions and salary arrangements as set out in this Agreement; and
 - (b) where staff join QBuild as a result of the situation described in (b) above, they will not be disadvantaged in terms of salary (that is, they will either retain their existing salary level or if the QBuild salary level is greater, they will transfer to the next highest pay point within the same salary level on the QBuild salary structure).
- (4) All staff joining QBuild will accept the terms and conditions, including hours of work and accumulated time arrangements, as set out in this Agreement.

PART 27: OO8 CLASIFICACION STRUCTURE

- (1) Pursuant to section 7.4 (ii) of the Public Service Commission Chief Executive Recruitment and Selection Directive , the parties agree as follows:
- a) All appointments made at the date of certification of the QBuild Office Staff Certified Agreement 8 (2009) under contractual arrangements on the basis of merit pursuant to section 122 of the Public Service Act 2008 (Qld) to positions where salaries are aligned to proposed OO8 classification structure rates will be appointed to substantive QBuild Public Service OO8 classified positions without further advertising. This is intended as a transitional arrangement only.
 - b) With the establishment of the OO8 classification structure under this Agreement, all future appointments to OO8 classified positions will be made in accordance with the relevant Commission Chief Executive Directive related to recruitment and selection.

PART 28: LEAVE PROVISIONS

28.1 *Recreation Leave*

- (1) The parties acknowledge the importance of ensuring that all staff have access to appropriate Recreation Leave. It is recognised that due to organisational or personal requirements it is not always possible for balances to remain under the maximum limit allowed.
- (2) In an attempt to address this problem, the following practices will continue, ensuring that staff are encouraged to take appropriate Recreational Leave:
- (a) Staff are encouraged to liaise with their supervisor when their balance is nearing the maximum accrual to discuss options available to them in utilising their leave; and
 - (b) Workforce management strategies will be implemented by supervisors, in consultation with staff, to promote equity in the use of Recreation Leave.
- (3) Should Recreation Leave balances exceed the current cut-off limits, it is acknowledged that this will be as a result of organisational or personal requirements.
- (a) If the excess balance is a result of organisational requirements then alternative arrangements will be negotiated between the employer and the employee. Such arrangements could include deferring leave until such time as it is practicable for the employee to clear their excess balance.
 - (b) The General Manager (or delegate) may instruct an employee to take Recreation Leave to reduce the accrued hours to less than the maximum levels.
- (4) Although it is recognised that Recreation Leave should be taken at a time that is mutually convenient, QBuild management reserves the right to direct staff to access their Recreation Leave after discussion and in accordance with the relevant Award.

28.2 *Extra Leave for Proportionate Salary*

QBuild employees have the opportunity to access a minimum of one (1) week and a maximum of six (6) weeks additional leave per year with a proportionate decrease in their net fortnightly wage. The reduced wage will be paid to the employee while they are on leave.

28.3 *Long Service Leave*

- (1) QBuild employees can access long service leave for a minimum period of one (1) day. Pay in advance is not available for periods of less than two (2) weeks full time equivalent leave.

- (2) Long service leave is also available to be taken at half pay (ie. half their regular fortnightly pay). A minimum period of two (2) weeks must be taken for long service leave to be paid at half pay. For example, four (4) weeks long service leave is equal to eight (8) weeks leave on the equivalent of four weeks pay.
- (3) Employees wishing to access long service leave at half pay must submit a "Leave Form" and a letter requesting half pay arrangements, covering issues such as payroll deductions etc.
- (4) As with all leave, long service leave is subject to operational convenience.

28.4 Sick Leave

Sick Leave will accumulate without limit, subject to the following conditions:

- (1) An officer's and employee's entitlement to sick leave is conditional on their promptly notifying the employer of:
 - a) any illness that will cause the employee to be absent from work; and
 - b) the approximate period for which the employee will be absent.
- (2) An employee shall apply in writing for Sick Leave, using a "Leave Form" (obtainable from the QBuild Intranet) and attach a medical certificate from a duly qualified medical practitioner specifying the period or approximate period during which the employee will be unable to work.

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 (3) consecutive working days.
- (3) Where an employee has a record of recurring and/or excessive Sick Leave, the following shall occur:
 - a) the employer shall discuss with the employee their unsatisfactory absence, and where possible, identify strategies to assist the employee to minimise the taking of leave; and
 - b) if a pattern of Sick Leave continues, the employee may be required to produce a medical certificate for future absences. At the expiration of a 12-month period, the requirement to provide a medical certificate for all absences will be reviewed.
- (4) When all sick leave entitlements have been exhausted, sick leave may be charged to:
 - a) Recreation Leave (in full or part days), with leave loading being paid on a proportionate basis; or
 - b) Leave Without Pay (in full or part days).

SIGNATORIES

Signed by the Director-General of the Department of Public Works M.J. Grierson

In the presence of: B. Backhouse

Signed for and on behalf of
The Queensland Public Sector Union of Employees A. Scott

In the presence of: M. F. Weinert

Appendix 1: Australian Qualifications Framework

The Australian Qualifications Framework (the AQF) is a unified system of fifteen national qualifications in schools, vocational education and training (TAFEs, Agricultural Colleges and private providers) and the higher education sector (mainly universities):

AQF Qualifications	Referred to in this Agreement as:
<ul style="list-style-type: none"> • Senior Secondary Certificate of Education • Certificate I • Certificate II • Certificate III • Certificate IV • Diploma • Advanced Diploma • Associate Degree • Bachelor Degree • Graduate Certificate • Vocational Graduate Certificate • Graduate Diploma • Vocational Graduate Diploma • Masters Degree • Doctoral Degree 	<ul style="list-style-type: none"> • AQF I • AQF II • AQF III • AQF IV • AQF V • AQF VI

The Framework links together all these qualifications and is a highly visible, quality-assured national system of educational recognition, which promotes lifelong learning and a seamless and diverse education and training system.

Why is the AQF important?

Qualifications certify the knowledge and skills a person has achieved through study, training, work and life experience. The AQF helps all learners, employers and education and training providers to participate and navigate the qualifications system. Under the AQF, learners can start at the level that suits them and then build up as their needs and interests develop and change over time. The Framework assists learners to plan their career progression, at whatever stage they are within their lives and when they are moving interstate and overseas. In this way, the AQF supports national standards in education and training and encourages lifelong learning.

What are the key objectives of the AQF?

The AQF:

- provides nationally consistent recognition of outcomes achieved in post-compulsory education;
- helps with developing flexible pathways which assist people to move more easily between education and training sectors and between those sectors and the labour market by providing the basis for recognition of prior learning, including credit transfer and work and life experience;
- integrates and streamlines the requirements of participating providers, employers and employees, individuals and interested organisations;
- offers flexibility to suit the diversity of purposes of education and training;
- encourages individuals to progress through the levels of education and training by improving access to qualifications, clearly defining avenues for achievement, and generally contributing to lifelong learning;
- encourages the provision of more and higher quality vocational educational and training through qualifications that normally meet workplace requirements and vocational needs, thus contributing to national economic performance; and
- promotes national and international recognition of qualifications offered in Australia.

Appendix 2: Generic Level Statements

PART 1: OPERATIONAL OFFICERS LEVEL 8

1.1 Work Level Description OO8

- (1) Work at the OO8 level will be at a high level operational supervisory level including responsibility for large and complex work groups or programs.
- (2) It may involve providing advice including policy, administrative or specialist; undertaking work related to the management or administration of a program or activity; service delivery or corporate support functions, including project work and work policy development; preparation or co-ordination of submissions on policy, technical, professional or program issues or administrative matters.
- (3) Liaison with other elements of the organisation, other Government agencies is usually a feature.
- (4) Work also includes the preparation or overseeing the preparation of correspondence and replies to correspondence and preparation of briefing material; and representing the office at meetings, conferences or seminars. Management of occupational groups may be required at this level.

1.2 Characteristics of the work

- (1) Work is undertaken at this level with limited direction as to work priorities and the detailed conduct of the task. The tasks undertaken may be of a complex or specific nature encompassing a major area of operations.
- (2) Direction exercised over work performed at this level may, depending on the function role required, be by way of providing general guidance and advice.
- (3) Work at this level may involve control and / or co-ordination of projects or programs in accordance with corporate goals and, requires the development, implementation and evaluation of activities.
- (4) Work at this level may involve independence of action including the use and allocation of resources within the constraints laid down by senior management.
- (5) Decisions taken or delegations exercised at this level may have major impact on the day-to-day operations of the work area. The impact of such decisions on operations is likely to be limited to a specific work area or function. Delegations exercised may, depending on the nature of the work required, involve making determinations, instigating another course of action or reviewing previous decisions.
- (6) Guidelines, rules, instructions or procedures for use by other staff and interested parties may be developed at this level.

1.3 Duties and skills

- (1) Management skills and ability to undertake the allocation and monitoring of resources, the review of operations to determine their effectiveness and contribute to the development of policy initiatives or corporate strategies are usually required at this level.
- (2) Well developed liaison and communication skills and the ability to negotiate or communicate, under limited direction, on behalf of the agency with clients or interested parties may be needed.
- (3) Work at this level requires a knowledge and awareness of operations as related to Government initiatives or policies.
- (4) The ability to apply or interpret legislation, regulations, instructions or other guideline material relating to the operations, policies or functions of the work area; and the capacity to undertake high level research, reviews or investigations including the preparation of reports and associated papers may also be required.

1.4 Initial Conversion Positions

The initial positions raised under the new classification of OO8 will be:

- Principal Supervisor
- Principal Program Supervisor
- Principal Estimator

- Principal Condition Assessor
- Principal Manufacturing Supervisor
- Principal Health, Safety & Environment Advisor
- Principal Engineering Supervisor

Role descriptions have been created and evaluated at the OO8 classification using the JEMS methodology. Duties and responsibilities for each of the above roles is outlined in the relevant role description

Appendix 3: Office Staff Administrative Stream Pay rates

PAYRATES - QBuild Office Staff Agreement 2009
(Effective from 1 October 2009)

ADMINISTRATION STREAM

01-Oct-09 SAL/FN	01-Oct-10 SAL/FN	01-Oct-11 SAL/FN	HRS/WK	Classification	DESCRIPTION
BAO1					
\$1,143.10	\$1,211.10	\$1,279.10	36.25	BAO1/1	QBuild Admin-Officer Lev-1
\$1,216.80	\$1,284.80	\$1,352.80	36.25	BAO1/2	QBuild Admin-Officer Lev-1
\$1,290.20	\$1,358.20	\$1,426.20	36.25	BAO1/3	QBuild Admin-Officer Lev-1
BAO2					
\$1,457.10	\$1,525.10	\$1,593.10	36.25	BAO2/1	QBuild Admin-Officer Lev-2
\$1,495.70	\$1,563.70	\$1,631.70	36.25	BAO2/2	QBuild Admin-Officer Lev-2
\$1,535.10	\$1,603.10	\$1,671.10	36.25	BAO2/3	QBuild Admin-Officer Lev-2
\$1,574.40	\$1,642.40	\$1,710.40	36.25	BAO2/4	QBuild Admin-Officer Lev-2
\$1,616.00	\$1,684.00	\$1,752.00	36.25	BAO2/5	QBuild Admin-Officer Lev-2
\$1,659.90	\$1,727.90	\$1,797.00	36.25	BAO2/6	QBuild Admin-Officer Lev-2
\$1,706.40	\$1,774.70	\$1,845.70	36.25	BAO2/7	QBuild Admin-Officer Lev-2
\$1,755.50	\$1,825.70	\$1,898.70	36.25	BAO2/8	QBuild Admin-Officer Lev-2
\$1,797.00	\$1,867.20	\$1,940.20	36.25	BAO2/Q	QBuild AO2 - Increment Level for Recognised Accredited Qualification *
BAO3					
\$1,877.60	\$1,952.70	\$2,030.80	36.25	BAO3/1	QBuild Admin-Officer Lev-3
\$1,949.60	\$2,027.60	\$2,108.70	36.25	BAO3/2	QBuild Admin-Officer Lev-3
\$2,022.00	\$2,102.90	\$2,187.00	36.25	BAO3/3	QBuild Admin-Officer Lev-3
\$2,094.00	\$2,177.80	\$2,264.90	36.25	BAO3/4	QBuild Admin-Officer Lev-3
\$2,136.80	\$2,220.60	\$2,307.70	36.25	BAO3/Q	QBuild AO3 - Increment Level for Recognised Accredited Qualification *
BAO4					
\$2,219.90	\$2,308.70	\$2,401.00	36.25	BAO4/1	QBuild Admin-Officer Lev-4
\$2,293.40	\$2,385.10	\$2,480.50	36.25	BAO4/2	QBuild Admin-Officer Lev-4
\$2,367.30	\$2,462.00	\$2,560.50	36.25	BAO4/3	QBuild Admin-Officer Lev-4
\$2,441.30	\$2,539.00	\$2,640.60	36.25	BAO4/4	QBuild Admin-Officer Lev-4
\$2,485.90	\$2,583.60	\$2,685.20	36.25	BAO4/Q	QBuild AO4 - Increment Level for Recognised Accredited Qualification *
BAO5					
\$2,572.70	\$2,675.60	\$2,782.60	36.25	BAO5/1	QBuild Admin-Officer Lev5
\$2,647.20	\$2,753.10	\$2,863.20	36.25	BAO5/2	QBuild Admin-Officer Lev5
\$2,721.90	\$2,830.80	\$2,944.00	36.25	BAO5/3	QBuild Admin-Officer Lev5
\$2,795.70	\$2,907.50	\$3,023.80	36.25	BAO5/4	QBuild Admin-Officer Lev5
BAO6					
\$2,951.60	\$3,069.70	\$3,192.50	36.25	BAO6/1	QBuild Admin-Officer Lev-6
\$3,020.80	\$3,141.60	\$3,267.30	36.25	BAO6/2	QBuild Admin-Officer Lev-6
\$3,089.40	\$3,213.00	\$3,341.50	36.25	BAO6/3	QBuild Admin-Officer Lev-6
\$3,158.30	\$3,284.60	\$3,416.00	36.25	BAO6/4	QBuild Admin-Officer Lev-6
BAO7					
\$3,303.20	\$3,435.30	\$3,572.70	36.25	BAO7/1	QBuild Admin-Officer Lev7
\$3,382.60	\$3,517.90	\$3,658.60	36.25	BAO7/2	QBuild Admin-Officer Lev7
\$3,462.40	\$3,600.90	\$3,744.90	36.25	BAO7/3	QBuild Admin-Officer Lev7
\$3,541.70	\$3,683.40	\$3,830.70	36.25	BAO7/4	QBuild Admin-Officer Lev7
BAO8					
\$3,659.70	\$3,806.10	\$3,958.30	36.25	BAO8/1	QBuild Admin-Officer Lev8
\$3,729.70	\$3,878.90	\$4,034.10	36.25	BAO8/2	QBuild Admin-Officer Lev8
\$3,800.00	\$3,952.00	\$4,110.10	36.25	BAO8/3	QBuild Admin-Officer Lev8
\$3,870.20	\$4,025.00	\$4,186.00	36.25	BAO8/4	QBuild Admin-Officer Lev8
Trainees					
\$1,457.10	\$1,525.10	\$1,593.10	36.25	BAT100	Trainee 100% AO2(1)
\$801.40	\$838.80	\$876.20	36.25	BAT55	Trainee 55% AO2(1)
\$1,092.80	\$1,143.80	\$1,194.80	36.25	BAT75	Trainee 75% AO2(1)

* Under the terms of the QBuild Office Staff Certified Agreement, staff may be eligible for extra remuneration if the following requirements are met:

- have an accredited qualification at the AQF level specified for the classification or higher and;
- have reached the maximum pay point of the classification level in the Administration Stream or the Operational Stream and;
- have spent one calendar year (or equivalent) on the maximum pay point.

Shaded area represents where an increase of \$34 per week applies.

Appendix 4: Office Staff Operational Stream Pay rates

PAYRATES - QBuild Office Staff Agreement 2009
(Effective from 1 October 2009)

OPERATIONAL STREAM

01-Oct-09 SAL/FN	01-Oct-10 SAL/FN	01-Oct-11 SAL/FN	HRS/WK	Classification	DESCRIPTION
BOO1					
\$1,001.70	\$1,069.70	\$1,137.70	36.25	BOO1/1	QBuild Oper Officer Lev-1
\$1,087.90	\$1,155.90	\$1,223.90	36.25	BOO1/2	QBuild Oper Officer Lev-1
\$1,174.10	\$1,242.10	\$1,310.10	36.25	BOO1/3	QBuild Oper Officer Lev-1
\$1,260.70	\$1,328.70	\$1,396.70	36.25	BOO1/4	QBuild Oper Officer Lev-1
\$1,347.20	\$1,415.20	\$1,483.20	36.25	BOO1/5	QBuild Oper Officer Lev-1
\$1,433.70	\$1,501.70	\$1,569.70	36.25	BOO1/6	QBuild Oper Officer Lev-1
BOO2					
\$1,457.10	\$1,525.10	\$1,593.10	36.25	BOO2/1	QBuild Oper Officer Lev-2
\$1,497.60	\$1,565.60	\$1,633.60	36.25	BOO2/2	QBuild Oper Officer Lev-2
\$1,539.20	\$1,607.20	\$1,675.20	36.25	BOO2/3	QBuild Oper Officer Lev-2
\$1,580.70	\$1,648.70	\$1,716.70	36.25	BOO2/4	QBuild Oper Officer Lev-2
\$1,600.70	\$1,668.70	\$1,736.70	36.25	BOO2/Q	QBuild OO2 - Increment Level for Recognised Accredited Qualification *
BOO3					
\$1,606.00	\$1,674.00	\$1,742.00	36.25	BOO3/1	QBuild Oper Officer Lev-3
\$1,640.80	\$1,708.80	\$1,777.20	36.25	BOO3/2	QBuild Oper Officer Lev-3
\$1,676.90	\$1,744.90	\$1,814.70	36.25	BOO3/3	QBuild Oper Officer Lev-3
\$1,715.20	\$1,783.80	\$1,855.20	36.25	BOO3/4	QBuild Oper Officer Lev-3
\$1,756.70	\$1,825.30	\$1,896.70	36.25	BOO3/Q	QBuild OO3 - Increment Level for Recognised Accredited Qualification *
BOO4					
\$1,790.70	\$1,862.30	\$1,936.80	36.25	BOO4/1	QBuild Oper Officer Lev-4
\$1,849.00	\$1,923.00	\$1,999.90	36.25	BOO4/2	QBuild Oper Officer Lev-4
\$1,907.40	\$1,983.70	\$2,063.00	36.25	BOO4/3	QBuild Oper Officer Lev-4
\$1,965.90	\$2,044.50	\$2,126.30	36.25	BOO4/4	QBuild Oper Officer Lev-4
\$2,008.70	\$2,087.30	\$2,169.10	36.25	BOO4/Q	QBuild OO4 - Increment Level for Recognised Accredited Qualification *
BOO5					
\$2,017.70	\$2,098.40	\$2,182.30	36.25	BOO5/1	QBuild Oper Officer Lev-5
\$2,084.90	\$2,168.30	\$2,255.00	36.25	BOO5/2	QBuild Oper Officer Lev-5
\$2,152.30	\$2,238.40	\$2,327.90	36.25	BOO5/3	QBuild Oper Officer Lev-5
\$2,219.90	\$2,308.70	\$2,401.00	36.25	BOO5/4	QBuild Oper Officer Lev-5
\$2,262.70	\$2,351.50	\$2,443.80	36.25	BOO5/Q	QBuild OO5 - Increment Level for Recognised Accredited Qualification *
BOO6					
\$2,317.70	\$2,410.40	\$2,506.80	36.25	BOO6/1	QBuild Oper Officer Lev-6
\$2,379.50	\$2,474.70	\$2,573.70	36.25	BOO6/2	QBuild Oper Officer Lev-6
\$2,441.30	\$2,539.00	\$2,640.60	36.25	BOO6/3	QBuild Oper Officer Lev-6
\$2,485.90	\$2,583.60	\$2,685.20	36.25	BOO6/Q	QBuild OO6 - Increment Level for Recognised Accredited Qualification *
BOO7					
\$2,558.80	\$2,661.20	\$2,767.60	36.25	BOO7/1	QBuild Oper Officer Lev-7
\$2,621.10	\$2,725.90	\$2,834.90	36.25	BOO7/2	QBuild Oper Officer Lev-7
\$2,684.10	\$2,791.50	\$2,903.20	36.25	BOO7/3	QBuild Oper Officer Lev-7
BOO8					
\$2,807.50	\$2,919.80	\$3,036.60	36.25	BOO8/1	QBuild Oper Officer Lev-8
\$2,880.50	\$2,995.70	\$3,115.50	36.25	BOO8/2	QBuild Oper Officer Lev-8
\$2,955.50	\$3,073.70	\$3,196.60	36.25	BOO8/3	QBuild Oper Officer Lev-8

* Under the terms of the QBuild Office Staff Certified Agreement, staff may be eligible for extra remuneration if the following requirements are met:

- have an accredited qualification at the AQF level specified for the classification or higher and;
- have reached the maximum pay point of the classification level in the Administration Stream or the Operational Stream and;
- have spent one calendar year (or equivalent) on the maximum pay point.

Shaded area represents where an increase of \$34 per week applies.

Appendix 5: Office Staff Professional Stream Pay rates

PAYRATES - QBuild Office Staff Agreement 2009
(Effective from 1 October 2009)

PROFESSIONAL STREAM

	01-Oct-09 SAL/FN	01-Oct-10 SAL/FN	01-Oct-11 SAL/FN	HRS/WK	Classification	DESCRIPTION
BPO1						
	\$1,171.90	\$1,239.90	\$1,307.90	36.25	BPO1/1	QBuild Prof Officer Lev-1
	\$1,288.10	\$1,356.10	\$1,424.10	36.25	BPO1/2	QBuild Prof Officer Lev-1
	\$1,404.20	\$1,472.20	\$1,540.20	36.25	BPO1/3	QBuild Prof Officer Lev-1
	\$1,520.90	\$1,588.90	\$1,656.90	36.25	BPO1/4	QBuild Prof Officer Lev-1
	\$1,586.20	\$1,654.20	\$1,722.20	36.25	BPO1/5	QBuild Prof Officer Lev-1
	\$1,656.20	\$1,724.20	\$1,793.20	36.25	BPO1/6	QBuild Prof Officer Lev-1
	\$1,732.90	\$1,802.20	\$1,874.30	36.25	BPO1/7	QBuild Prof Officer Lev-1
BPO2						
	\$1,875.50	\$1,950.50	\$2,028.50	36.25	BPO2/1	QBuild Prof Officer Lev-2
	\$1,980.70	\$2,059.90	\$2,142.30	36.25	BPO2/2	QBuild Prof Officer Lev-2
	\$2,085.50	\$2,168.90	\$2,255.70	36.25	BPO2/3	QBuild Prof Officer Lev-2
	\$2,190.60	\$2,278.20	\$2,369.30	36.25	BPO2/4	QBuild Prof Officer Lev-2
	\$2,296.20	\$2,388.00	\$2,483.50	36.25	BPO2/5	QBuild Prof Officer Lev-2
	\$2,400.60	\$2,496.60	\$2,596.50	36.25	BPO2/6	QBuild Prof Officer Lev-2
BPO3						
	\$2,521.60	\$2,622.50	\$2,727.40	36.25	BPO3/1	QBuild Prof Officer Lev-3
	\$2,598.70	\$2,702.60	\$2,810.70	36.25	BPO3/2	QBuild Prof Officer Lev-3
	\$2,676.60	\$2,783.70	\$2,895.00	36.25	BPO3/3	QBuild Prof Officer Lev-3
	\$2,753.40	\$2,863.50	\$2,978.00	36.25	BPO3/4	QBuild Prof Officer Lev-3
BPO4						
	\$2,931.50	\$3,048.80	\$3,170.80	36.25	BPO4/1	QBuild Prof Officer Lev-4
	\$3,006.90	\$3,127.20	\$3,252.30	36.25	BPO4/2	QBuild Prof Officer Lev-4
	\$3,082.80	\$3,206.10	\$3,334.30	36.25	BPO4/3	QBuild Prof Officer Lev-4
	\$3,158.30	\$3,284.60	\$3,416.00	36.25	BPO4/4	QBuild Prof Officer Lev-4
BPO5						
	\$3,303.20	\$3,435.30	\$3,572.70	36.25	BPO5/1	QBuild Prof Officer Lev-5
	\$3,382.60	\$3,517.90	\$3,658.60	36.25	BPO5/2	QBuild Prof Officer Lev-5
	\$3,462.40	\$3,600.90	\$3,744.90	36.25	BPO5/3	QBuild Prof Officer Lev-5
	\$3,541.70	\$3,683.40	\$3,830.70	36.25	BPO5/4	QBuild Prof Officer Lev-5
BPO6						
	\$3,659.70	\$3,806.10	\$3,958.30	36.25	UPO6/1	QBuild Prof Officer Lev-6
	\$3,729.70	\$3,878.90	\$4,034.10	36.25	UPO6/2	QBuild Prof Officer Lev-6
	\$3,800.00	\$3,952.00	\$4,110.10	36.25	UPO6/3	QBuild Prof Officer Lev-6
	\$3,870.20	\$4,025.00	\$4,186.00	36.25	UPO6/4	QBuild Prof Officer Lev-6

Shaded area represents where an increase of \$34 per week applies.

Appendix 6: Office Staff Technical Stream Pay rates

PAYRATES - QBuild Office Staff Agreement 2009
(Effective from 1 October 2009)

TECHNICAL STREAM

01-Oct-09 SAL/FN	01-Oct-10 SAL/FN	01-Oct-11 SAL/FN	HRS/WK	Classification	DESCRIPTION
BTO1					
\$1,171.90	\$1,239.90	\$1,307.90	36.25	BTO1/1	QBuild Tech Officer Lev-1
\$1,288.10	\$1,356.10	\$1,424.10	36.25	BTO1/2	QBuild Tech Officer Lev-1
\$1,404.20	\$1,472.20	\$1,540.20	36.25	BTO1/3	QBuild Tech Officer Lev-1
\$1,520.90	\$1,588.90	\$1,656.90	36.25	BTO1/4	QBuild Tech Officer Lev-1
\$1,586.20	\$1,654.20	\$1,722.20	36.25	BTO1/5	QBuild Tech Officer Lev-1
\$1,656.20	\$1,724.20	\$1,793.20	36.25	BTO1/6	QBuild Tech Officer Lev-1
\$1,732.90	\$1,802.20	\$1,874.30	36.25	BTO1/7	QBuild Tech Officer Lev-1
BTO2					
\$1,763.10	\$1,833.60	\$1,906.90	36.25	BTO2/1	QBuild Tech Officer Lev-2
\$1,829.50	\$1,902.70	\$1,978.80	36.25	BTO2/2	QBuild Tech Officer Lev-2
\$1,895.60	\$1,971.40	\$2,050.30	36.25	BTO2/3	QBuild Tech Officer Lev-2
\$1,961.70	\$2,040.20	\$2,121.80	36.25	BTO2/4	QBuild Tech Officer Lev-2
\$2,027.80	\$2,108.90	\$2,193.30	36.25	BTO2/5	QBuild Tech Officer Lev-2
\$2,094.00	\$2,177.80	\$2,264.90	36.25	BTO2/6	QBuild Tech Officer Lev-2
BTO3					
\$2,219.90	\$2,308.70	\$2,401.00	36.25	BTO3/1	QBuild Tech Officer Lev-3
\$2,280.20	\$2,371.40	\$2,466.30	36.25	BTO3/2	QBuild Tech Officer Lev-3
\$2,340.10	\$2,433.70	\$2,531.00	36.25	BTO3/3	QBuild Tech Officer Lev-3
\$2,400.60	\$2,496.60	\$2,596.50	36.25	BTO3/4	QBuild Tech Officer Lev-3
BTO4					
\$2,521.60	\$2,622.50	\$2,727.40	36.25	BTO4/1	QBuild Tech Officer Lev-4
\$2,602.90	\$2,707.00	\$2,815.30	36.25	BTO4/2	QBuild Tech Officer Lev-4
\$2,684.10	\$2,791.50	\$2,903.20	36.25	BTO4/3	QBuild Tech Officer Lev-4
BTO5					
\$2,795.70	\$2,907.50	\$3,023.80	36.25	BTO5/1	QBuild Tech Officer Lev-5
\$2,879.20	\$2,994.40	\$3,114.20	36.25	BTO5/2	QBuild Tech Officer Lev-5
\$2,961.80	\$3,080.30	\$3,203.50	36.25	BTO5/3	QBuild Tech Officer Lev-5
\$3,044.50	\$3,166.30	\$3,293.00	36.25	BTO5/4	QBuild Tech Officer Lev-5
BTO6					
\$3,144.00	\$3,269.80	\$3,400.60	36.25	BTO6/1	QBuild Tech Officer Lev-6
\$3,223.80	\$3,352.80	\$3,486.90	36.25	BTO6/2	QBuild Tech Officer Lev-6
\$3,303.20	\$3,435.30	\$3,572.70	36.25	BTO6/3	QBuild Tech Officer Lev-6

Shaded area represents where an increase of \$34 per week applies.