

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 (Qld) – s 193 – certification of an agreement*

**State of Queensland (Department of Energy and Public Works – QBuild)**

AND

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

**Together Queensland, Industrial Union of Employees**

**The Australian Workers' Union of Employees, Queensland**

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

**The Electrical Trades Union of Employees Queensland**

**Plumbers & Gasfitters Employees' Union Queensland, Union of Employees**

*(Matter No. CB/2023/72)*

**QBUILD FIELD STAFF CERTIFIED AGREEMENT 2022**

**Certificate of Approval**

On 31 July 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016 (Qld)*:

**Name of Agreement:**        **QBUILD FIELD STAFF CERTIFIED AGREEMENT 2022**

**Parties to the Agreement:**

- State of Queensland (Department of Energy and Public Works – QBuild)
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- Together Queensland, Industrial Union of Employees
- The Australian Workers' Union of Employees, Queensland
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- The Electrical Trades Union of Employees Queensland
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

**Operative Date:**        31 July 2023

**Nominal Expiry Date:**    31 August 2025

**Previous Agreement:** *QBuild Field Staff Certified Agreement 2019*

**Termination Date of  
Previous Agreement:** 31 July 2023

By the Commission

C.M. HARTIGAN  
Deputy President  
31 July 2023

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*Industrial Relations Act 2016*, Chapter 4 Part 5

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The Electrical Trades Union of Employees Queensland

AND

Together Queensland, Industrial Union of Employees

*Matter No. CB/2023/\_\_\_*

**QBUILD FIELD STAFF CERTIFIED AGREEMENT 2022**

**APPLICATION FOR CERTIFICATION OF AGREEMENT**

THE AGREEMENT, having been made under the *Industrial Relations Act 2016*, on the \_\_\_\_\_ of \_\_\_\_\_, BETWEEN the State of Queensland (Department of Energy and Public Works), Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland, Plumbers & Gasfitters Employees' Union Queensland, Union of Employees, the Australian Workers' Union of Employees, Queensland, the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, the Electrical Trades Union of Employees Queensland and Together Queensland, Industrial Union of Employees, witness that the parties mutually agree as follows:

# **QBUILD FIELD STAFF CERTIFIED AGREEMENT 2022 (FSA11)**

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This Agreement will be known as the QBuild Field Staff Certified Agreement 2022 (FSA11).

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### **1.3 Objectives of the FSA11**

- (1) The parties are committed to an effective QBuild, delivering quality building services for the Queensland Government to support the Government's priorities and obligations to the community.
- (2) QBuild will strive for improvements in service delivery, improved efficiency and effectiveness of its operations and activities

- (3) The FSA11 supports this by providing contemporary employment conditions for QBuild field staff who perform an essential frontline role.

#### **1.4 Application**

- (1) The FSA11 applies to:
  - (a) State of Queensland (Department of Energy and Public Works);
  - (b) persons employed in QBuild, a business unit of the department, who are designated as field staff, including apprentices, who are covered by the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016* (BEMS Award), and whose rates of pay are in accordance with the FSA11 and for whom their classifications and wage rates are prescribed herein; and
  - (c) the following unions:
    - (i) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
    - (ii) Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
    - (iii) The Australian Workers' Union of Employees, Queensland;
    - (iv) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
    - (v) The Electrical Trades Union of Employees Queensland; and
    - (vi) Together Queensland, Industrial Union of Employees.
- (2) The chief executive, senior executives and senior officers under the *Public Service Act 2008* (PS Act); appointments made on a fixed term declared under s. 121 of the PS Act; employees engaged under contractual arrangements (this does not refer to employees under ss. 147 and 148 of the PS Act engaged for a fixed term); “banded” officers; and persons employed in QBuild who are designated as office staff and covered by the QBuild Office Staff Certified Agreement, are not covered by the FSA11.
- (3) Employees shall only be covered by the FSA11 if they are working under the BEMS Award and this Agreement. If at any time an employee ceases to be covered by the FSA11, through transfer, appointment to another position or relieving arrangements, the conditions of the FSA11 shall cease applying to that employee, until the employee is again covered by the FSA11.

#### **1.5 Date and period of operation**

- (1) The FSA11 shall operate from the date of certification until the nominal expiry date of 31 August 2025.

#### **1.6 Commencement of negotiations for a replacement agreement**

- (1) The parties agree that they will commence negotiations for a replacement Agreement at least three months prior to the nominal expiry of the FSA11 (i.e. negotiations are to commence no later than 1 June 2025).

#### **1.7 Posting of the FSA11**

- (1) A copy of the FSA11 must be displayed in a conspicuous and convenient place in each workplace so that it can be easily read by all employees. Electronic access to the FSA11, where available, is sufficient to meet the requirements of this clause.

## 1.8 Relationship with award

- (1) The FSA11 shall be read in conjunction with the BEMS Award. In the event of any inconsistency the terms of the FSA11 shall take precedence.

## 1.9 Replacement agreement

- (1) The FSA11 replaces the *QBuild Field Staff Certified Agreement 2019* (FSA10) when the FSA11 is certified.

## 1.10 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) The following changes may be made to employees rights and entitlements during the life of the FSA11:
  - (a) general rulings issued by the Queensland Industrial Relations Commission (QIRC) that provide conditions that are not less favourable than current conditions; and
  - (b) reclassifications.
- (3) The QIRC state wage increases awarded during the life of the FSA11 and thereafter will not be in addition to the wage increases provided by the FSA11.
- (4) Unless inconsistent with the terms of the FSA11, the entitlement of employees covered by the FSA11 as contained in the BEMS Award, QIRC orders or determinations or directives made under the PS Act effective at the date the FSA11 was made, shall not be reduced for the life of the FSA11.
- (5) It is agreed that any increases in monetary amounts or other entitlements as a result of QIRC decisions, government policy or directives made under the PS Act will be applied.
- (6) Notwithstanding subclause (2) herein, 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 BEMS Award.

## 1.11 Definitions

**Brisbane city** means the suburb of Brisbane City (postcode 4000); also known as the Brisbane Central Business District (CBD).

**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.

**Core trade** is a trade that is vital to the operation of QBuild.

**Core competency** is an acquired skill and knowledge which an individual must obtain in order to attain a trade qualification.

**Depot based employee** is an employee who has access to amenities such as lunchrooms, cooking/reheating, refrigeration appliances for meals and toilets at a designated QBuild depot, workshop or fixed location.

**Elective competency** is a optional skill and knowledge, in addition to a core competency, which an individual must acquire a minimum number of in order to attain a trade qualification.

**Field Staff** including the following:

- (1) Tradespersons - employees who hold a trade qualification (e.g. carpenter);
- (2) General employee other than tradespersons - employees who assist tradespersons in their work (e.g. labourer);

- (3) Forepersons - trade based employees who are employed to supervise projects and other field staff;
- (4) Apprentices - employees engaged under a registered training agreement; and
- (5) Trainees - employees engaged under a registered training agreement.

**Licensed tradespersons** includes licensed plumbers, drainers, electricians and refrigeration mechanics.

**Non-depot based employee** is an employee who does not have access to amenities such as lunchrooms, cooking/reheating, refrigeration appliances for meals and toilets at a designated QBuild depot, workshop or fixed location.

**Private residence** shall be accommodation organised by the field staff employee undertaking distant work which involves the employee residing in their own accommodation (other than their usual residence) or that of a relative or friend.

**Registered accommodation** shall be accommodation at a motel, hotel, lodging house, caravan park, boarding house or any other suitable registered accommodation which is a business to allow customers to stay overnight. Any other accommodation is not registered accommodation for the purpose of this clause.

**Reasonable accommodation** shall:

- (1) be single room accommodation, with single bed (or shared room accommodation with 2 single beds where single room accommodation is not available);
- (2) have rooms lined and ceiled to facilitate washing of walls and ceilings;
- (3) have air conditioning in sleeping accommodation;
- (4) have suitable floor coverings;
- (5) have lockable doors;
- (6) have a cupboard/wardrobe for the storing of clothes;
- (7) have a rubbish bin, mirror and towel rail;
- (8) have kitchen facilities including a table and chairs, with hot and cold water, for the preparation of meals;
- (9) have shower/toilet facilities, with hot and cold water available;
- (10) have a washing machine and clothes dryer available for employee use, where overnight stays for more than one week are required; and
- (11) have fire prevention equipment available.

**Share accommodation** shall mean accommodation where more than one employee shares a room/unit (i.e. not single rooms).

## 1.12 Abbreviations

**Department** means the Department of Energy and Public Works.

**Directive** means:

- (1) a directive issued, and amended from time to time by the Public Service Commission chief executive; or
- (2) a directive issued, and amended from time to time by the Minister responsible for industrial relations.



### **1.13 FSA11 education**

- (1) QBuild commits to taking reasonable steps to ensure employees covered by this agreement are provided with relevant information and explanation to understand the provisions of this Agreement.

### **1.14 Equity considerations**

- (1) The parties are aware of, and are committed to, their obligations in terms of gender equity as provided for in legislation, regulation and directives, including the requirements of the *Industrial Relations Act 2016* (IR Act).
- (2) The department is committed to promoting a workplace culture that values equity, diversity, respect and inclusion, including through the prevention and elimination of sexual harassment, sex or gender-based harassment, discrimination, bullying and other unfair treatment in employment.
- (3) The department will encourage and support employees who are secondary caregivers/spouses in taking a greater role in caring responsibilities, such as parental leave, part-time work and flexible work.
- (4) The effect of the FSA11 is not to allow any conduct or treatment, either direct or indirect that would contravene the *Anti-Discrimination Act 1991*.
- (5) The FSA11 meets the requirements of the IR Act by providing for remuneration based on classification levels related to skills required to perform the role, so that employees doing the same work will receive equal remuneration irrespective of gender. The classification structure and associated wage rates are contained in **Appendix 1**.

## **PART 2: TERMS AND CONDITIONS OF EMPLOYMENT**

### **2.1 Prevention and settlement of disputes**

- (1) The objectives of this procedure are the avoidance and resolution of any dispute over matters covered by the FSA11, by measures based on the provision of information and explanation, consultation, cooperation and negotiation.
- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the dispute procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of the work.
- (3) There is a requirement for management to provide relevant information and explanation and consult with the employee representatives, where appropriate.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of the FSA11, the following procedure shall apply:
  - (a) The matter is to be discussed by the employee's nominated representative, where appropriate, and/or the employee(s) concerned and the immediate supervisor in the first instance. The discussion should take place within one working day and the procedure should not extend beyond seven working days.
  - (b) If the matter is not resolved as per (a) above, it shall be referred by the employee's nominated representative, where appropriate, and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the issue. This process should not extend beyond seven working days.
  - (c) If the matter remains unresolved it may be referred by the employee and/or his/her representative to the Deputy Director-General, Public Works and/or nominee for discussion and appropriate action. This process shall not exceed 14 working days.
  - (d) If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission (QIRC) for conciliation, or if necessary, arbitration.

- (5) Nothing contained in this procedure shall prevent the parties to the FSA11 from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

## **2.2 Collective industrial relations**

- (1) QBuild acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of entities 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 2016* (IR Act) and any determinations of the QIRC.
- (3) QBuild is committed to collective agreements and will not support non-union agreements.

## **2.3 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) Payroll deduction facilities for union subscription will be provided on request.
- (6) QBuild shall provide education and information for all managers and supervisors (including team leaders and forepersons) to ensure they have a satisfactory level of understanding of union encouragement.
- (7) QBuild is to provide relevant unions with complete lists of new starters (consisting of name, job title, work email and work location) to the workplace on a quarterly basis, unless agreed between QBuild and the relevant union to be on a more regular basis. This information is to be provided electronically.
- (8) QBuild is also required where requested to provide relevant unions with a listing of current staff comprising name, job title, work email and work location. This information shall be supplied on a six monthly basis, unless agreed between QBuild and the relevant union to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined in the IR Act. This information is to be provided electronically.

## **2.4 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. After a list of duly elected delegates has been provided to QBuild by each union, these employees will be formally recognised, accepted and supported as union delegates.
- (2) QBuild employees will be given full access to union delegates/officials during working hours to discuss any employment matter or to 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 privacy requirements, delegates may request access to documents and policies related to a member's employment.

## **2.5 Industrial relations education leave**

- (1) Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employee's capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (2) Before QBuild 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 subclause (1).
- (3) 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 the chief executive (or delegated authority) of the agency.
- (4) Additional leave, over and above five working days non-cumulative (or equivalent hours) in any one calendar year may be granted where approved structured employee training courses involve more than five working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the department, the relevant union and the employee.
- (5) Upon request and subject to approval by the chief executive (or delegated authority) of the department, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences and Australian Council of Trade Unions (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 department/work unit concerned. At the same time such leave shall not be unreasonably refused.
- (7) At the discretion of the chief executive of the department, 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 relating to special leave issued and amended in accordance with section 54 of the PS Act, in relation to special leave without salary. Conditions outlined in this directive that provide for the employees' return to work after unpaid leave will be met.

## **2.6 Consultation**

- (1) Toolbox talks

QBuild agrees to hold three toolbox talks per year with compulsory attendance of Field Staff, in accordance with the following arrangements:

- (a) to minimise any disruption to operations, QBuild shall, in consultation with the unions, determine the locations, dates and times of toolbox talks;
  - (b) the meeting shall consist of the first part conducted by unions where they will be given the opportunity to address issues with employees, and the second part by QBuild management;
  - (c) the first part of the meeting conducted by the unions shall be a maximum of one hour duration and no longer, unless specific prior approval is given for a longer period; and
  - (d) the meetings are to be conducted in the spirit of cooperation for the purpose of improving the work environment and productivity.
- (2) Consultative committees
    - (a) The parties agree that employees should be consulted about decisions which may affect their

employment or welfare, and that meaningful consultation with affected employees leads to improved organisational outcomes.

- (b) In recognition of subclause (a), QBuild will have a joint union/employer consultative committee. The QBuild field staff consultative committee (QFSCC) will be used to facilitate consultation on a broad range of issues, including but not limited to discussion of matters such as:
  - (i) contractors;
  - (ii) insourcing;
  - (iii) labour hire;
  - (iv) workload management;
  - (v) organisational change and restructuring;
  - (vi) training;
  - (vii) union encouragement; and
  - (viii) work/life balance.
- (c) The QFSCC may agree to establish standing committees, sub-committees, or other additional consultative structures (such as local consultative committees) with agreed terms of reference/operating principles.
- (d) In addition to the QFSCC, the parties will facilitate and encourage the operation of consultative forums at the local level. These forums allow for consultation, engagement and dispute resolution directly between affected employees (through their union delegates to the committee/forum) and the relevant decision-makers.
- (e) The FSA11, through various provisions, allocates a number of roles and responsibilities to the QFSCC which QBuild will ensure occur in accordance with the provisions of the FSA11 and the terms of reference for the QFSCC. The parties to the FSA11 agree to review and update the terms of reference for the QFSCC within six months of the date of certification of the FSA11.

(3) Contractor Review Committee

- (a) The parties agree to review and update the terms of reference for the contractors review committee within 3 months from certification of the agreement.
- (b) The Contractors Review Committee will be composed of nominated representatives from each Union, and QBuild representatives from human resources and contract management.
- (c) The purpose of the Contractors Review Committee is to participate in workforce planning discussions about the proposed and existing use of contractors or labour hire.
- (d) The Contractors Review Committee will meet on a monthly basis, unless otherwise agreed by the parties.
- (e) Outcomes of the monthly meetings will be documented with QBuild and Unions alternating as secretariat.

(4) Site-Specific Arrangements

- (a) Purpose of Site-Specific Arrangements
  - (i) Site-Specific Arrangements (SSA) are intended to provide the department 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 QBuild workforce.

- (ii) The department is committed to the principles of collective bargaining and supports the representation of employees. To ensure compliance with this provision, wherever possible, negotiations over employment conditions will be progressed through the QFSCC.
  - (iii) Other than in extraordinary circumstances, SSAs will only be considered for projects classified as a project with an estimated construction value in excess of 20 million dollars, and where the nature of the work to be undertaken or the specific requirements of the project require alterations to the applicable employment conditions contained in the BEMS Award and this Agreement.
  - (iv) Where one party proposes to the other parties to enter into a SSA for a project with an estimated construction value less than 20 million dollars, this proposal must be submitted to the other parties in writing. If either of the receiving parties do not agree to enter into such an arrangement, the matter is finalised, and the proposer does not have recourse to dispute the receiving party's rejection of the proposal.
  - (v) Award or agreement conditions are not to be diminished by the operation of a SSA.
- (b) Requirements for SSA
- (i) A SSA sets out the conditions that have been agreed between the parties as applying to a project as defined in section 1 above.
  - (ii) Each SSA shall be considered to be a "stand alone" outcome, due to each project being different. As such, previously agreed arrangements are not to be used as a precedent for future arrangements or for any other purpose.
- (c) Procedures for developing a SSA
- (i) To enable projects to meet required timeframes, it is critical that any SSA proposal is progressed expediently by the parties and is implemented prior to the commencement of the project in question.
  - (ii) A proposal for the development of a SSA may be made by the department, a union or an employee party to this Agreement.
  - (iii) The terms of a proposed SSA are subject to the approval of the Director-General.
  - (iv) In line with the department's commitment to the principles of collective bargaining, negotiations on the proposed terms of an SSA is to occur between relevant department and union representatives via the QFSCC.
  - (v) All parties shall endeavour to conclude negotiations for the SSA as expediently as possible, and no less than two weeks prior to the commencement of the project.
  - (vi) Once negotiations on the proposed terms of the SSA have been finalised, field staff employees who are identified at the time as being required to perform work on the project (affected employees), will be provided with a copy of the proposed SSA at least two full working days prior to being asked to vote on the proposed SSA. Department representatives shall ensure that the content of the proposed SSA and the effects of the terms are explained to affected employees prior to the employees voting on the proposed SSA.
  - (vii) A proposed SSA can only be implemented by agreement. Agreement is defined as obtaining consent of the department, the relevant unions and greater than 50% of affected employees. Any agreement reached must be documented.
  - (viii) A copy of the agreed SSA will be provided to:
    - all affected employees prior to commencement on the project;
    - relevant department representatives (as nominated);
    - relevant union representatives (as nominated).
  - (ix) The details of all SSAs shall remain confidential and shall not be released to anyone other than the parties to this Agreement.

(d) Varying a SSA

- (i) Once a SSA is agreed and implemented, the parties agree that the terms of that SSA should operate for the life of the project, unless in exceptional circumstances. Any employees required to perform work on the project, who were not initially required to do so at the time the SSA was approved by employees, will be subject to the terms of the agreed SSA.
- (ii) Where exceptional circumstances necessitate a variation to the agreed SSA, this may only be achieved by the agreement of the department, the relevant unions and greater than 50% of affected employees at the time. Any agreed variation is only to be prospectively applied.
- (iii) A copy of the SSA with the agreed variations is to be provided to:
  - all affected employees;
  - relevant department representatives (as nominated);
  - relevant union representatives (as nominated).

(e) Issues to be addressed in Site-Specific Arrangements

- (i) Award or agreement conditions are not to be diminished by the operation of the SSA. The SSA will specify the arrangement that have been negotiated and apply to QLeave and specify the conditions that are no less favorable to department staff.
- (ii) All SSAs should cover the following issues:
  - flexible daily starting times and finishing times, including arrangements for rosters and meal breaks;
  - scheduling of Rostered Days Off for the duration of the project;
  - daily travel arrangements, including the agreed starting point and details of payment for daily travel;
  - arrangements for frequency of travel between permanent residence and project accommodation;
  - agreed payment for travel between permanent residence and project accommodation;
  - agreed arrangements for accessing recreational leave entitlements during the project;
  - allowances that are deemed appropriate for the project;
  - agreed arrangements for accommodation.

(f) Documentation

- (i) The endorsed SSA document shall be regarded as the official record of the final position on wages and conditions for the project.
- (ii) Copies of the endorsed SSA document shall be provided to the relevant parties.
- (iii) All employees shall be provided with a copy of the endorsed SSA prior to commencing work on the site.
- (iv) A copy of the SSA will be kept at a readily accessible place at the site.

(g) Confidentiality

- (i) Agreed SSAs are to be held in confidence by the department, employees and relevant unions.

## 2.7 ILO conventions

- (1) 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.

## 2.8 Employment security

- (1) In recognition of the role they perform in direct service delivery, QBuild Field Staff are designated as frontline employees.
- (2) QBuild is committed to providing employment security and stability to the Field Staff, by limiting organisational restructuring and that these commitments are given effect through the government's policy on employment security.
- (3) Where changes to employment arrangements are necessary, there will be an active pursuit of retraining and deployment opportunities.
- (4) QBuild shall consult with unions who are party to the FSA11 on any intention to implement changes that may affect the employment security of employees, prior to the commencement of any planned changes.
- (5) The parties agree that the government's policy on employment security shall apply for the life of the FSA11.
- (6) 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 seek to use workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs. QBuild also commits to limit its use of labour hire resources, to only where permanent employment is not viable or appropriate.
- (7) Secure Jobs Commitment
  - (a) It is an objective of this Agreement to maximise the use of QBuild employees in order to enhance job security.

### Scope

- (b) This clause applies to contracts entered into on or after certification of this Agreement and applies to work that the QBuild traditionally undertakes, covered by this Agreement and that could be contracted out by any part of the department on or after that date.
- (c) This clause does not apply to projects which have Federal funding.

### Principles

- (d) The parties acknowledge that QBuild is bound by the Employment Security Policy; or any policy that supersedes this policy.
- (e) The parties recognise that contractors will continue to be an aspect of QBuild's business, however, the parties are committed to minimising the use of contracting-out and/or labour hire utilising a workforce planning process.
- (f) The QBuild stakeholder reference committee will continue to meet on a regular basis. QBuild will continue to provide lists of current contracted out works on a quarterly basis.
- (g) Where the employer requires that insourced QBuild 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) For insourced QBuild work where agency and temporary staff member are utilised, such staff members will be afforded terms which are no less favourable to the terms which would apply if the work was carried out by QBuild employees.
- (i) Contractors will not be used for core, day to day activities that are regular systematic and planned that can be viably performed in house taking into account QBuild's work program.
- (j) 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.

- (k) To the extent permitted by law, in respect of work that is covered by this Agreement, QBuild shall ensure that employees of contractors are afforded terms which are no less favourable to the terms which would apply if the work was done by employees of QBuild. This clause applies to capital projects over \$500,000 and/or individual works packages over \$50,000 and excludes Standing Offer Arrangements and work of an immediate and genuinely unexpected nature.
  - (l) Where the use of contractors is the result of an ongoing need for a particular skill/s and QBuild employees could be reasonably expected to acquire and use those skill/s, QBuild will provide training to develop a level of in-house capacity.
  - (m) The use of contractors is permitted in the following circumstances:
    - (i) The work volume is beyond the capacity of the employees and resources of QBuild;
    - (ii) The type of work or specialisation is outside the traditional, and reasonable, scope of QBuild's operations; or
    - (iii) The work is of an immediate and genuinely unexpected nature; or
    - (iv) The requirement to comply with government procurement policy; 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.
  - (n) QBuild acknowledges that it is also bound by Queensland Government procurement policy with respect to any work that is contracted out, including the application of Government endorsed principles about industrial relations, and preference for contractors that set high ethical standards including the employment of a local, direct and permanent workforce. During the life of the FSA11, QBuild will review the compliance and audit framework for QBuild contractor procurement, in consultation with the combined unions. QBuild also commits to union involvement in the building, construction and maintenance category council process.
- (8) Engagement of trade-based labour hire staff
- (a) The parties agree that the department will, subject to full-time equivalent restrictions, adopt the following practices regarding the engagement of trade-based labour hire staff procured by QBuild.
  - (b) Employees of labour hire firms procured by QBuild at the date of in-principle agreement will be offered permanent employment with the department (at the equivalent full-time equivalent fraction worked during the previous three (3) months) subject to meeting the following criteria:
    - (i) 12 months or greater continuous service with a labour hire company engaged by QBuild on QBuild worksites; and
    - (ii) assessment to determine appropriate classification level in line with the applicable Recruitment and Selection Directive and Reclassification Procedure in operation at the time.
  - (c) Further, employees of labour hire firms procured by QBuild at the commencement date of the agreement and quarterly thereafter for the life of the FSA10, will be offered permanent employment with the department (at the equivalent full-time equivalent fraction worked during the previous three (3) months) subject to meeting the following criteria:
    - (i) 12 months or greater continuous service with a labour hire company engaged by QBuild on QBuild worksites; and
    - (ii) assessment to determine appropriate classification level in line with the applicable Recruitment and Selection Directive and Reclassification Procedure in operation at the time. For the purpose



of this process, continuous service shall mean 12 months or more continuous service with a break no greater than five (5) weeks.

- (d) The process for conversion of labour hire employees will be jointly developed and agreed between the parties within the first six months following agreement in-principle and the implementation of the process will be monitored by the QFSCC.
- (e) The department will provide quarterly updates to the QFSCC summarising the current status of all employees currently engaged by labour hire firms engaged by QBuild, including their commencement date. Quarterly updates will continue to be provided one month prior to each quarterly QFSCC.
- (f) The parties acknowledge that current contracts for the supply of labour are in place and that these contracts will be honoured and any proposed labour hire contracts will comply with the Queensland Government's Contracting-Out of Services policy.
- (g) In accordance with the Queensland Government's Contracting-Out of Services policy the parties agree to hold discussions regarding the appropriateness of these contracts, prior to their expiry.

## **2.9 Replacement of existing staff**

- (1) The parties agree that where a permanent employee leaves due to retirement, resignation, termination, transfer or promotion they will be replaced by a permanent employee as soon as is reasonably practicable.

## **2.10 Work and family**

- (1) QBuild is committed to maintaining a work environment which conforms to the principles of employment outlined in the PS Act, Chapter 1, Part 1, Clause 3 "Main purposes of Act and their achievement".

## **2.11 Organisation change and restructuring**

- (1) The department is committed to providing stability to the public sector by limiting organisational restructuring, and commits that there will be no forced redundancy or retrenchments of employees covered by this Agreement (even in exceptional circumstances).
- (2) The department shall provide in writing to the members of the QFSCC their intention to implement organisational changes that may affect the employment security of 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 the BEMS awards. The department is also required where requested to provide relevant unions with a listing of the affected staff comprising name, job title and work location.
- (3) It is acknowledged that management has a right to implement changes to ensure the effective delivery of public services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the QFSCC (or equivalent) in a timely manner either party may refer the matter as provided in clause 2.1(4)(c) and 2.1(4)(d).
- (4) The parties agree that the department should report to unions on a quarterly basis the current status of employment practices within QBuild. This report should be provided on a quarterly basis at the QFSCC. 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; and

- (e) the conversion of temporary employees to tenured status.

### **PART 3: WAGES AND ALLOWANCES**

#### **3.1 Alignment of QBuild tradesperson base wage rates with Department of Transport and Main Roads**

- (1) To better reflect external market rates, the parties agree to revise base wage rates for QBuild Field Staff by:
  - (a) aligning current QBuild tradesperson base wage rates to current Department of Transport and Main Roads tradesperson base wage rates (as at 1 March 2022) with effect on 1 September 2022; and
  - (b) making consequential amendments to the QBuild foreperson classification structure to maintain a career progression pathway for tradespersons into foreperson roles by:
    - (i) removing the FP1 and FP2 classification levels; and
    - (ii) uplifting all current FP1 and FP2 Forepersons to the FP3 classification level on the first paypoint (i.e. FP3/1) with effect on 1 September 2022.
- (2) The first wages increase provided in clause 3.2(1) of the FSA11 will be applied to the revised base wage rates for QBuild Field Staff.

#### **3.2 Wage increases**

- (1) The FSA11 provides for the following wage increases:

|                  |    |
|------------------|----|
| 1 September 2022 | 4% |
| 1 September 2023 | 4% |
| 1 September 2024 | 3% |
- (2) These wage increases outlined above shall be paid to apprentices and trainees through their proportional wages as set out in clause 3.7 of this Agreement.
- (3) Wage maintained apprentices shall receive the full amount of the wage increases outlined above.
- (4) The wage increases outlined above do not apply to staff covered by special salary arrangements, including personal classifications, and special salary maintenance arrangements.
- (5) The salary schedule is set out in Appendix 1.
- (6) The salary rates as set out in Appendix 1 shall be used in the calculation of future enterprise bargaining payments, overtime and penalty rate calculations, all types of leave, leave loading and superannuation.

#### **3.3 Cost of Living Adjustment (COLA) payments**

- (1) The Agreement provides for an annual cost of living adjustment in accordance with Appendix 3.

#### **3.4 Allowance increases**

- (1) The FSA11 provides for increases to the below listed allowance tied to wage rates and those which are indexed in line with the agreement's wage quantum:
  - (a) Single fortnightly payment;
  - (b) Excess kilometres
  - (c) Distant work allowances:

- (i) incidentals;
  - (ii) meals;
  - (iii) remote area work; and
  - (iv) remote island work.
- (d) Tradesperson/Apprentice allowances:
  - (i) on-call;
  - (ii) fares and travel – own motor vehicle – depot;
  - (iii) fares and travel – own motor vehicle – non-depot;
  - (iv) fares and travel – government motor vehicle; and
  - (v) tool.
- (e) Foreperson allowances:
  - (i) tool;
  - (ii) uniform – week days;
  - (iii) uniform – weekends;
  - (iv) fares and travel – own motor vehicle – depot;
  - (v) fares and travel – own motor vehicle – non-depot; and
  - (vi) fares and travel – government motor vehicle.
- (2) The FSA11 provides for the following increases to the above listed allowances:
 

|                  |    |
|------------------|----|
| 1 September 2022 | 4% |
| 1 September 2023 | 4% |
| 1 September 2024 | 3% |
- (3) The exception to subclause (2) is the Skill infrastructure delivery and maintenance allowance applicable to Field Staff, which is to be set at the rate of \$45 per fortnight, effective 1 September 2022, and to be subsequently increased by 4% effective 1 September 2023 and by 3% effective 1 September 2024.
- (4) The allowance rates are set out in Appendix 2.

### **3.5 Movement between certified agreements**

- (1) The following provisions detail the conditions applying to the movement of existing public service employees from one certified agreement to the FSA11.
- (2) Where an employee applies for and is employed in a vacancy then the employee immediately becomes subject to the terms and conditions of the FSA11 as it relates to the new position.
- (3) Where an employee's movement from one certified agreement to the FSA11 is imposed as a result of organisational change the employee shall not be disadvantaged if the FSA11 has a remuneration level lower than the remuneration level attached to their former role.
- (4) The remuneration of employees under subclause (3) will be:

- (a) the salary which applied to the employee's substantive position prior to their movement, which will continue to apply until the FSA11 provides for a salary equal to or greater than the salary of the role the employee has moved from; or
  - (a) for forepersons, the next highest pay point within the equivalent QBuild classification level, if the salary of the QBuild position the employee is moving to is greater than the salary of the employee's substantive position prior to their movement.
- (5) The maintained remuneration specified in subclause (4)(a):
- (a) does not include any salary increases provided under their previous certified agreement which take effect after the date of the employee's movement; and
  - (b) does include any applicable salary increases provided under the FSA11 that occur from the date of movement, relevant to the new role covered by the FSA11.
- (6) Where applicable, forepersons under subclause (4)(b) are to continue progressing incrementally in the QBuild classification level which they have moved to.

### 3.6 Occupational superannuation

- (1) QBuild shall pay \$25.00 per fortnight additional employer superannuation contributions to QSuper (or the employee's nominated superannuation fund) for each field staff employee.
- (2) This payment shall be made to apprentices and trainees consistent with their proportional wage that corresponds with the stage of their apprenticeship or traineeship as set out in clause 3.7 of this Agreement.
- (3) Wage maintained apprentices shall be paid the full amount.
- (4) This payment shall be made in accordance with the following:
  - (a) payable for recreation leave, sick leave, workers' compensation, rostered days off, public holidays, long service leave, other paid leave not listed and periods of leave without pay less than one day; and
  - (b) not payable for leave without pay for periods of one day or more.

### 3.7 Special pay conditions – apprentices and trainees

- (1) Apprentices
  - (a) Apprentices receive a proportional wage, calculated based on a percentage of a LV04 tradesperson, that corresponds with the stage of their apprenticeship and attainment of required competencies.
  - (b) The proportional relativity received by an apprentice is in accordance with the relevant industrial instrument applicable at the time (e.g. QIRC Order, applicable Award, etc.). Should the proportional relativities in the relevant industrial instrument increase during the life of this Agreement, the department will apply the increased relativity to the LV04 tradesperson wage rate applicable at the time to determine the appropriate rate of pay for apprentices.
  - (c) Apprentices shall increment in the following manner during their apprenticeship:

| Stage of apprenticeship<br>(proportional relativity as per relevant industrial instrument) | Minimum requirements  |
|--|---|
| Stage 1  | N.B Electrical apprenticeships are time based.<br><br>On commencement and prior to the attainment of the minimum training requirements specified for Stage 2. |

|   |  |
|---|--|
| Stage 2   | On attainment of 25% of total competencies or the specified timeframe below, whichever is earlier.<br><br>Painter: 9 months after commencing apprenticeship<br>Non-licensed trade: 10.5 after commencing apprenticeship<br>Licensed trade (e.g. electrician, plumber, refrigeration mechanic): 12 months after commencing apprenticeship |
| Stage 3   | On attainment of 50% of total competencies or the specified timeframe below, whichever is earlier.<br><br>Painter: 9 months after commencing Stage 2<br>Non-licensed trade: 10.5 months after commencing Stage 2<br>Licensed trade: 12 months after commencing Stage 2   |
| Stage 4   | On attainment of 75% of total competencies or the specified timeframe below, whichever is earlier.<br><br>Painter: 9 months after commencing Stage 3<br>Non-licensed trade: 10.5 months after commencing Stage 3<br>Licensed trade: 12 months after commencing Stage 3   |
| If retained by QBuild on completion of apprenticeship | Non-licensed trade or interim license – appointment at LV04*<br>Licensed trade – appointment at LV05*<br><i>*unless reclassification application results in a different classification level being recommended for appointment</i>   |

(2) Construction worker trainees

- (a) Construction worker trainees are employed under a registered training agreement for a period of 12 months.
- (b) Construction worker trainees receive a proportional wage that corresponds with the stage of their traineeship and attainment of required competencies.
- (c) During this 12-month period they shall increment in the following manner:

| Stage of traineeship                                  | Adult construction worker trainee (over 21 years)                   | Construction worker trainee (under 21 years)                     | Junior construction worker trainee (under 18 years)              |
|---|---|--|--|
| Certificate I   | Commencement - 73.33% of LV04 and until completion of certificate I | Commencement - 70% of LV04 and until completion of certificate I | Commencement - 55% of LV04 and until completion of certificate I |
| Certificate II  | LV01 - until completion of certificate II                           | LV01 - until completion of certificate II                        | 70% of LV01 - until completion of certificate II                 |
| If retained by QBuild on completion of certificate II | LV02  | LV02   | LV01   |

(3) Adult age apprentices and trainees

- (a) Adult age apprentices and trainees are new employees aged 21 years or older on the day they commence employment as an apprentice or trainee with QBuild.
- (b) Adult age apprentices and trainees shall be paid 73.33% of LV04 tradesperson rate or the Queensland Minimum Wage, whichever is the greater, until the apprentice rates of pay are greater, at which time the apprentice shall be paid the applicable apprentice rate.

### **3.8 Salary packaging**

- (1) Salary packaging is available for employees (excluding short term casual employees) covered by the FSA11 in accordance with the Circular issued from time to time by the Public Service Commission.
- (2) QBuild will apply the following principles for employees that 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 QBuild;
  - (c) increases or variations in taxation are to be passed to employees as part of their salary package;
  - (d) where mandated by relevant government 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) QBuild will pass on to the employee any input tax credits it receives as part of salary packaging;
  - (f) there will be no significant additional administrative workload or other ongoing costs to QBuild;
  - (g) any additional administrative and fringe benefit tax costs are to be met by the employee; and
  - (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) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

### **3.9 Allowances and payments – tradespersons and apprentices**

- (1) Single fortnightly payment (SFP)
  - (a) The SFP replaces all allowances in the BEMS Award excluding those award allowances as identified in subclause (2) as claimable allowances. The SFP comprises the following components:
    - (i) QBuild Field Staff Allowance
    - (ii) Fares and Travel Allowance
  - (b) Apprentices, trainees and non-certificate occupations (e.g. labourer) do not have an entitlement to tool allowance, so the SFP for these occupations do not contain any tool allowance.
  - (c) The SFP is:
    - (i) trade specific;
    - (ii) averaged and annualised over 52 weeks;
    - (iii) payable in respect of all work performed and shall be subject to any applicable overtime or penalty rates;
    - (iv) payable for recreation leave, rostered days off, public holidays, workers' compensation, sick leave, long service leave, leave without pay for periods of less than one day;

- (v) not payable for the purposes of superannuation calculation and leave without pay for periods of one day or more.
  - (d) The SFP rates are detailed in Appendix 2.
  - (e) A depot based employee, as defined by the FSA11, shall be entitled to payment of a depot SFP.
  - (f) A non-depot based employee, as defined by the FSA11, shall be entitled to payment of a non-depot SFP.
  - (g) Wage maintained apprentice SFP:
    - (i) The wage maintained apprentice SFP rate, relating to the apprentice's trade, shall apply to a wage maintained apprentice who was previously employed by QBuild as a non-tradesperson or in another trade (e.g. a labourer who is now an apprentice painter or a refrigeration mechanic who is now also an apprentice electrician).
    - (ii) In the event the SFP rate the wage maintained apprentice is to receive (e.g. as an apprentice painter) is less than the SFP rate that the employee is currently receiving (e.g. as labourer), the employee will continue to receive the higher rate.
- (2) Claimable allowances and payments – tradespersons and apprentices
- (a) The following allowances and payments remain separate to the SFP, and are claimable by tradespersons and apprentices where they have an entitlement:
    - (i) Divisional and district parities – payable as per the BEMS Award;
    - (ii) First aid – payable as per the BEMS Award;
    - (iii) Motor vehicle drawing trailers – payable as per the BEMS Award;
    - (iv) Overtime meal – payable as per the BEMS Award and clause 3.9(3)(g) of the FSA11;
    - (v) Working in the rain – payable as per the BEMS Award;
    - (vi) On call – payable as per clause 3.9(3) of the FSA11;
    - (vii) Ongoing night shift penalty for stonemasons working at parliament house – payable as per clause 3.9(4) of the FSA11;
    - (viii) Remote service delivery payment – payable as per clause 3.9(5) of the FSA11;
    - (ix) Leading hand – payable as per clause 3.9(6) of the FSA11;
    - (x) Fares and travel – payable as per clause 3.9(7) of the FSA11;
    - (xi) Tool – payable as per clause 3.9(8) of the FSA11;
    - (xii) Skill infrastructure delivery and maintenance – payable as per clause 3.11(1) of the FSA11;
    - (xiii) Site – payable as per clause 3.11(2) of the FSA11;
    - (xiv) Unpleasant conditions – payable as per clause 3.11(3) of the FSA11;
    - (xv) Correctional centre – payable as per clause 3.11(4) of the FSA11;
    - (xvi) Excess kilometres – payable as per clause 3.11(5) of the FSA11;

- (xvii) Remote work (remote area work, remote island work and private residence) – payable as per clauses 7.2(1)(a)(iv) and 7.7(1) and (2) of the FSA11;
  - (xviii) Distant work (meal and incidental) – payable as per clause 7.2(2) of the FSA11;
- (3) On call
- (a) Allowance
    - (i) A tradesperson instructed by the relevant authorised delegate to be available on call outside the ordinary working hours for duty, shall be paid, in addition to the ordinary rate of pay, an allowance, as outlined in Appendix 2 for each day on which they are on call.
  - (b) Leave
    - (i) Tradespersons may not undertake on call work in instances where immediately prior to the period of time which the individual is otherwise required to be on call, they are absent on recreational leave, long service leave, special leave or sick leave.
    - (ii) Where a tradesperson has accessed a part day:
      - recreation leave;
      - special leave;
      - carer's leave (using accrued sick leave);
      - sick leave

during their ordinary hours prior to the period of time which the tradesperson would be required to be on call and the tradesperson is to return to ordinary working hours the next day, the tradesperson may be permitted to perform on call work during the intervening period, where approved by the relevant authorised delegate having regard to the reasonableness of the circumstances and in the case of carer's leave, provided the tradesperson no longer has caring responsibilities while on call.
    - (iii) Should a tradesperson who is rostered on call also be rostered for an RDO, the tradesperson shall work that day and the RDO is to be taken on an alternate day at normal rates.
  - (c) Rostering
    - (i) 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.
    - (ii) An on call roster shall be compiled and posted at least six months in advance, but may be altered where necessary.
    - (iii) The Regional Director (or delegate) having due regard to anticipated demands shall determine the number of tradespersons required to be rostered on call.
    - (iv) Inclusion of tradespersons on an on call roster shall be on a voluntary basis. However, should insufficient tradespersons volunteer, tradespersons may be required to perform a reasonable amount of on call work.
  - (d) Equipment and expenses
    - (i) A tradesperson rostered to perform on-call work shall be supplied with:
      - a vehicle and appropriate equipment and materials to undertake the required tasks;
      - and



- a portable paging device or a mobile telephone.
- (ii) Should a tradesperson incur personal expenses in relation to communications whilst performing on call work, they shall be reimbursed for such expense upon proof of expenditure.
- (e) Recall to duty – requiring site visit
- (i) The following provisions, read in conjunction with the overtime, recall to duty and public holiday clauses of the BEMS Award and overtime provision of the FSA11, shall apply to tradespersons who are recalled to duty while on call, which requires the tradesperson to visit a job site, depot or office, away from their place of residence.
- (ii) A tradesperson who is recalled on numerous occasions within the initial four hour recall, shall receive additional overtime payments only for the actual time worked in excess of the initial four hours.
- (iii) A tradesperson recalled after returning home and after the initial four hours has expired, shall be entitled to another minimum four hours.
- (f) Recall to duty – not requiring site visit
- (i) Tradespersons who are rostered on call and are required to work, without leaving their residence (i.e. the receiving and making of telephone calls to finalise a matter) shall:
- be paid the relevant overtime rates, in 15 minute periods, for the time taken to finalise each such call received; and
  - indicate each call on their timesheet in 15 minute periods.
- (g) Overtime meal allowance and meal break
- (i) The following provisions, are to be read in conjunction with the overtime meal allowance and meal break provisions prescribed in the BEMS Award.
- (ii) The following meal breaks and allowances shall be paid for overtime worked Monday to Friday:
- Tradespersons who are required to continue working after their usual ceasing time shall be entitled to a 30 minute paid crib break after two hours, or after one hour if overtime continues beyond 6:00pm plus a meal allowance.
  - After each further four hours of overtime, tradespersons shall be entitled to a 45 minute paid crib break plus a meal allowance.
- (iii) The following meal breaks and allowances shall be paid for overtime worked on Saturday or Sunday:
- Tradespersons who are required to work overtime beyond the fourth hour, shall be entitled to an unpaid break of 30 minutes plus a meal allowance.
  - Should tradespersons be required to continue working beyond eight hours, the tradesperson shall be entitled to a paid break of 30 minutes plus a meal allowance.
  - After each further four hours of overtime, tradespersons shall be entitled to a 45 minute paid break plus a meal allowance.
- (h) On call on a public holidays
- (i) A tradesperson shall have one day added to their TOIL balance for each public holiday the tradesperson is required to remain on call. Provided that the TOIL is taken at a time mutually agreed between QBuild and the tradesperson.

- (4) Ongoing night shift penalty – stonemasons working at parliament house
- (a) A stonemason working at parliament house who is required to work continuous night shift for periods longer than four consecutive weeks, shall be entitled to a 50% shift penalty payable for all hours worked between 6pm and 6am during that period.
- (5) Remote service delivery payment – licensed tradespersons
- (a) The parties recognise the future challenge of completing important projects in designated remote locations.
- (b) Licensed tradespersons will receive payment of \$300.00 per quarter, with the maximum amount payable per annum being \$1200.00.
- (c) Designated remote locations shall be:
- |             |                 |
|-------------|-----------------|
| Roma        | Mt Isa          |
| Charleville | Bamaga          |
| Cunnamulla  | Weipa           |
| Emerald     | Thursday Island |
| Barcaldine  |                 |
- (d) Licensed tradespersons engaged by QBuild on a permanent part-time basis will receive the payment on a pro-rata basis.
- (e) Designated remote locations may be reviewed by the QFSCC during the life of the FSA11.
- (f) Parties to the FSA11 recognise that the allowance will only exist for the life of the FSA11 and will not flow onto licensed tradespersons upon the expiry of the FSA11 unless otherwise agreed during negotiations for a new agreement.
- (6) Leading hand allowance
- (a) The following provisions shall replace the leading hand provisions in the BEMS Award.
- (b) The leading hand allowance payable to eligible employees shall be 5% in addition to the tradesperson's wage rate at the time.
- (c) The minimum period to be eligible for the leading hand allowance will be one day.
- (d) This allowance shall be temporary for unlicensed tradespersons and paid for the duration that the employee is undertaking the additional responsibilities.
- (e) When nominating a licensed tradesperson to take control of other employees in the performance of their duties, management should consider the preference of the work team or identify relevant employees who express an interest in the role of leading the project/job and furthering their career progression within the organisation.
- (f) Leading hands required to take charge of other employees shall be provided with relevant training if required and have relevant content included in their achievement and development plan.
- (g) The requirements for determining whether an employee shall be paid as a leading hand shall be where an employee:
- (i) is nominated by the Regional Director (or delegate) as an employee that attracts the allowance; and
- (ii) is in control of other employees during the course of their work or required to work alone in a maintenance vehicle and

- read the plans, specification, contractors scopes of work and contract documents;
- take off materials, order materials, purchase materials;
- assign duties to other field staff on site and supervise their work;
- arrange contractors to be on site at the required time and supervise their work
- undertake and complete all documentation as required by management;
- solving problems on site;
- liaising with the project team;
- liaising with the client;
- manage workplace health and safety and environmental issues (i.e. safety audits, site inductions, enforce workplace health and safety regulations and complete the project safety plan documentation, review work method statements for compliance and ensure work is carried out in accordance with relevant policy and legislation);
- attend site meetings with the project team;
- undertake trade work at site;
- send requests for information to be actioned by the project team;
- price up variation price requests and variations;
- inspect contractors work for compliance with requirements.

(7) Fares and travel allowance for tradespersons and apprentices

- (a) The following provisions should be read in conjunction with the FSA11's excess kilometre provisions, which collectively apply to tradespersons and apprentices in place of the fares and travelling time provisions prescribed in the BEMS Award.
- (b) Fares and travel expenses incurred by:
  - (i) Depot based tradespersons and apprentices on a Monday to Friday to travel to and from their residence and their assigned depot, on commencing and ceasing work, are compensated through the SFP.
  - (ii) Non-depot based tradespersons and apprentices on a Monday to Friday to travel to and from their residence and a worksite that is within 35 kilometres of their assigned depot, on commencing and ceasing work, are compensated through the SFP.
- (c) Fares and travel expenses incurred by tradespersons and apprentices on a Saturday or Sunday to travel to and from their residence and workplace, on commencing and ceasing work, are compensated through a fares and travel allowance in accordance with the following:
  - (i) Depot based tradespersons and apprentices required by QBuild to use their own vehicle to travel to and from their residence and their assigned depot will receive the 'own motor vehicle – depot' fares and travel allowance.
  - (ii) Depot or non-depot based tradespersons and apprentices required by QBuild to use their own vehicle to travel to and from their residence and a worksite that is within 35 kilometres of their assigned depot will receive the 'own motor vehicle – non-depot' fares and travel allowance.

- (iii) Depot or non-depot based tradespersons and apprentices required by QBuild to use a government vehicle to travel to and from their residence and a workplace will receive the 'government motor vehicle' fares and travel allowance.
  - (d) Please refer to **Appendix 2** for the relevant allowance rate.
  - (e) For the purpose of this provision, the term 'workplace' means either an assigned depot, or a worksite other than an assigned depot where the worksite is within 35 kilometres of the assigned depot.
  - (f) For the purposes of this provision, new tradespersons and apprentices will be assigned a depot upon their engagement. On commencement of this agreement, existing non-depot based tradespersons and apprentices will be assigned to the depot nearest to their residence.
- (8) Tool allowance
- (a) A tool allowance, set out in Appendix 2 of this Agreement, shall be paid to all tradespersons who are required to supply and use their own tools (excluding non-certificate occupations (e.g. labourer)).
  - (b) The tool allowance provided for by this clause is not payable while an employee is absent on annual leave.

### **3.10 Allowances – forepersons**

- (1) Forepersons shall claim allowances on their weekly timesheet if they have an entitlement under the FSA11 or the BEMS Award.
- (2) The following foreperson allowances shall be paid on sick leave, recreation leave, long service leave, public holidays and RDOs:
  - tool;
  - fares and travel; and
  - uniform.
- (3) The allowances in subclause (2) will not be payable on WorkCover, nor will they be included in the calculation of overtime or penalty payment.
- (4) The amount payable for the allowances in subclause (2) shall be based on the allowances being paid to the foreperson in the pay period prior to the leave being taken.
- (5) On call allowance for forepersons
  - (a) A foreperson instructed by QBuild or a duly appointed foreperson to be available on call outside the ordinary working hours for duty, shall be paid, in addition to the ordinary rate of pay, an allowance based upon the hourly rate of the classification of Professional Officer level 3, pay point 4 as prescribed in the *QBuild Office Staff Certified Agreement 2019* (or its successor agreement) and in accordance with the following scale:
    - (i) where the employee is on call through the whole of a Saturday, Sunday or a public holiday - 95% of the hourly rate in respect of such instances;
    - (ii) where the employee is on call during the night only of a Saturday, Sunday or a public holiday - 60% of the hourly rate per night; and
    - (iii) where the employee is on call on any other night - 47.5% of the hourly rate per night.
  - (b) For the purpose of calculating the hourly rate, the divisor shall be based upon a 38 hour week and calculated to the nearest \$0.05.

- (6) Fares and travel allowance for forepersons
- (a) The following provisions should be read in conjunction with the FSA11's excess kilometre provisions, which collectively apply to forepersons in place of the fares and travelling time provisions prescribed in the BEMS Award.
  - (b) Fares and travel expenses incurred by forepersons, outside of hours, to travel to and from their residence and workplace, on commencing and ceasing work, are compensated through a fares and travel allowance in accordance with the following:
    - (i) Depot based forepersons required by QBuild to use their own vehicle to travel to and from their residence and their assigned depot, or with agreement to a worksite within 35 kilometres of their assigned depot, will receive the 'own motor vehicle – depot' fares and travel allowance.
    - (ii) Non-depot based forepersons required by QBuild to use their own vehicle to travel to and from their residence and a worksite that is within 35 kilometres of their assigned depot will receive the 'own motor vehicle – non-depot' fares and travel allowance.
    - (iii) Depot or non-depot based forepersons required by QBuild to use a government vehicle to travel to and from their residence and a workplace will receive the 'government motor vehicle' fares and travel allowance.
  - (c) Please refer to **Appendix 2** for the relevant allowance rate.
  - (d) For the purpose of this provision, the term 'workplace' means either an assigned depot, or a worksite other than a depot where the worksite is within 35 kilometers of the assigned depot.
  - (e) For the purposes of this provision, new forepersons will be assigned a depot upon their engagement. On commencement of this agreement, existing non-depot based forepersons will be assigned to the depot nearest to their residence.
- (7) Recognition of accredited qualification
- (a) The parties are committed to the principle that financial recompense shall be provided to QBuild employees in the specified classification who meet the following requirements:
    - (i) an accredited qualification at the Australian Qualification Framework (AQF) level specified or higher achieved through training and assessment of competencies (including recognition of current competencies);
    - (ii) reached the maximum pay point of the specified classification level in the forepersons streams; and
    - (iii) 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).
- (8) Appropriate remuneration
- (a) The following remuneration shall be paid to employees that meet the requirements in clause 3.10(7)(a):

|                           |             |                       |
|---------------------------|-------------|-----------------------|
| Diploma (AQF V)           | FP1/FP2/FP3 | \$42.80 per fortnight |
| Advanced Diploma (AQF VI) | FP4         | \$44.60 per fortnight |

### 3.11 Allowances – tradespersons, forepersons, apprentices

- (1) Skill infrastructure delivery and maintenance allowance (SIDMA)
- (a) The parties agree to introduce a new Skill Infrastructure Delivery and Maintenance Allowance

(SIDMA) of \$45 per fortnight for all employees covered by this agreement, in recognition of the unique labour market challenges associated with the building engineering and maintenance workforce across industries.

- (b) The SIDMA is all purpose allowance and, as such, is:
  - (i) payable in respect of all work performed and shall be subject to any applicable overtime or penalty rates;
  - (ii) payable for recreation leave, rostered days off, public holidays, workers' compensation, sick leave, long service leave, leave without pay for periods of less than one day;
  - (iii) not payable for leave without pay for periods of one day or more.
- (c) The SIDMA is considered part of ordinary time earnings (OTE) for the purposes of superannuation calculation.
- (d) The SIDMA is pro rata for part-time and casual employees.
- (e) The SIDMA rates are detailed in Appendix 2.

(2) Site allowance

- (a) Where a QBuild field staff employee is:
  - (i) engaged on a construction site which is under the control of a principal contractor; and
  - (ii) provided access to the site to undertake work including a site induction;

the QBuild field staff employee will receive a site allowance, as set out in Appendix 2 and based upon the total contract value of the construction project, for the duration of the employee's work on that project.
- (b) For the purpose of this clause, the term construction site means all on site work involving:
  - (i) the construction of new buildings;
  - (ii) the construction of additions to existing buildings and necessary alteration of existing buildings to make them conform to any new additions;
  - (iii) the demolition of buildings;
  - (iv) the reconstruction, alteration, repair and/or maintenance of wharves, jetties, piers, bridges, overpasses, underpasses, and incidental concrete work, pipelines, water storage towers, sewerage construction work, dams, barrages, weirs, or similar structures, culverts, box culverts, kerbing, channelling, roads, traffic islands and concrete ornamental lakes and land reclamation (excluding the operation of the dam, weir or barrage, construction or maintenance of tourist facilities and gardening, grasscutting or other agricultural operations); and
  - (v) the repair or renovation of buildings and structures requiring extensive structural changes, external or internal, which requires significant changes to floor plans or work which requires the use of major fixed scaffold and the erection of such scaffolding.
- (c) All other maintenance, repair and/or renovation works performed on buildings and structures necessitating the use of building tradespersons' or labourers' skills and/or tools is considered building maintenance work and is outside the scope of construction site work.
- (d) The site allowance shall be paid as a flat amount for each hour worked.
- (e) The total contract value of a construction project comprises of all reasonably foreseeable direct and indirect on site costs associated with the construction project as determined at the commencement of the project.

- (f) The site allowance compensates for all special factors and/or disabilities experienced by a QBuild field staff employee while working on a project construction site. For forepersons specifically, the payment of a site allowance is in lieu of the BEMS Award allowances relating to confined space, wet work, dirty work, second hand timber.
  - (g) A site allowance is not payable on leave or WorkCover nor is it to be included in the calculation of overtime or penalty payments.
  - (h) Please refer to **Appendix 2** for the relevant site allowance rate.
- (3) Unpleasant conditions allowance
- (a) Payment at time and a quarter
 

The following tasks and/or types of work are eligible for the payment of an unpleasant conditions allowance at the rate of time and a quarter for the duration of the work performed:

    - (i) cleaning grease traps;
    - (ii) removal of dead animals;
    - (iii) cleaning up of human faecal matter;
    - (iv) construction of new inspection chambers over live sewerage but only for the time the existing line is open;
    - (v) connection of new lines into existing lines but only for the time the existing line is open;
    - (vi) replacement of toilet seats;
    - (vii) replacement of cistern flush pipe rubbers;
    - (viii) replacement of pan rubber connectors;
    - (ix) repair/replacement of waste pipes that are:
      - blocked with objectionable matter;
      - not connected to a disconnector gully trap;
    - (x) repairs to macerators;
    - (xi) working in covered drains;
    - (xii) wearing a disposable protective suit in undertaking asbestos removal duties for a period of 2 hours or more in any day and the employee and their supervisor agree that the heat is creating unpleasant conditions for the employee.
  - (b) Payment at time and a half
 

The following tasks and/or types of work are eligible for the payment of an unpleasant conditions allowance at the rate of time and a half for the duration of the work performed:

    - (i) working in live sewer;
    - (ii) working near a live sewer, where the employee comes in contact with live sewerage;
    - (iii) cleaning of septic tanks;
    - (iv) working on blocked disconnector traps; and

- (v) exposure to silica dust when cutting stone, in the case of Stonemasons.
- (c) Payment of time and three quarters
  - (i) If a field staff employee is required to work in a morgue in close vicinity to human remains, the employee is eligible for the payment of an unpleasant conditions allowance at the rate of time and three quarters for the duration of the work performed.
- (d) Other tasks and/or types of work
  - (i) Should a field staff employee be required to undertake tasks and/or types of work that they consider to be unpleasant, and those tasks and/or types of work are not specified in clause 3.11(3) of the FSA11, the affected employee may be eligible for the payment of an unpleasant conditions allowance at the rate of time and a half for the duration of the work performed, subject to the prior approval of the affected employee's Supervisor.
  - (ii) That said, the following tasks and/or types of work are not eligible for the payment of an unpleasant conditions allowance:
    - working in houses with pets;
    - working in dirty dwellings;
    - removing rubbish;
    - working in muddy/wet sites;
    - working on dirty stoves;
    - working in a confined space;
    - working with toxic/noxious fumes.
- (e) Claiming of allowance
  - (i) Employees are required to claim this allowance on the weekly timesheet against the appropriate job, detailing the particular task and/or type of work performed and duration.
- (4) Correctional Centre allowance
  - (a) Payment at time and a quarter
 

The following tasks and/or types of work are eligible for the payment of a Correctional and Youth Detention Centre conditions allowance at the rate of time and a quarter for the duration of the actual hours worked:

    - (i) working in a correctional centre or youth detention centre – in recognition that work in a correctional centre or youth detention centre includes a portion of the working day that is considered to be unpleasant – a field staff employee is eligible for the payment when the following conditions are met:
      - if the field staff employee is required to undertake regular duties within a correctional centre (where the actual hours worked includes attending consultation meetings and training);
      - if the field staff employee is not required to undertake regular duties in a correctional centre or youth detention centre but works a full working day (i.e. 8 hours and 26 minutes) within a correctional centre
  - (b) Employees are required to claim this allowance on the weekly timesheet against the appropriate job, detailing the particular task and/or type of work performed and duration.



- (5) Excess kilometres allowance
- (a) The following provisions should be read in conjunction with the FSA11's fares and travel allowance for tradespersons and apprentices or fares and travel allowance for forepersons, which collectively apply to field staff employees in place of the fares and travelling time provisions prescribed in the BEMS Award.
  - (b) If QBuild requires an employee to undertake official travel between two or more work locations, and the employee is driving a private motor vehicle, the employee is entitled to compensation in the form of travel time, plus an excess kilometres allowance for travel between the work locations.
  - (c) Official travel directly between an residence and a work location
    - (i) If QBuild requires an employee to undertake official travel directly between their residence and a work location that is situated more than 35 kilometres from their assigned depot, and the employee is driving a private motor vehicle, the employee is entitled to an excess kilometres allowance and travel time for the distance travelled:
      - in excess of 35 kilometres from the depot to the work location, and/or
      - from the work location back to the point which is 35 kilometres from the depot.
    - (ii) This is provided that the work location is also at least 35 kilometres from the employee's residence.
    - (iii) The employee's assigned depot is the starting point for determining the 35 kilometre distance from the depot.
    - (iv) For clarity, the excess kilometres allowance may be payable in addition to the fares and travel allowance applicable for eligible tradespersons and apprentices or for eligible forepersons.
  - (d) Any employees who are passengers in the vehicle are only entitled to claim travel time.
  - (e) Official travel which occurs within the employee's ordinary working hours, is compensated through their ordinary daily wage.
  - (f) Official travel which occurs outside the employee's ordinary working hours on a workday shall be paid at ordinary rates.
  - (g) Official travel on weekends or for more than eight hours in any one day shall be paid at overtime rates.
  - (h) The combined work and travel of an employee shall not exceed 12 hours per day.
  - (i) Claims for excess kilometres and travel time under this clause must be supported by documentation acceptable to the chief executive, including detailing departure and arrival times.
  - (j) Official travel time and distance is calculated based on the period of time and distance which would reasonably have been taken by the most practicable direct route using approved means of transport OR the time actually involved, whichever is the lesser.
  - (k) The excess kilometres rate is detailed in Appendix 2.

## **PART 4: CLASSIFICATION MATTERS**

### **4.1 Movement between classification levels for tradespersons**

- (1) The parties agree that the reclassification process for tradespersons will be undertaken in accordance with the QBuild Reclassification Procedure.
- (2) The QBuild Reclassification Procedure will only be amended by mutual agreement between the parties.

## 4.2 Foreperson classification structure

- (1) The QBuild foreperson classification structure will be reduced from four to two classification levels in accordance with clause 3.1 of the FSA11.
- (2) Classification level FP3 contains four incremental pay points. Progression through these incremental levels will be in accordance with the BEMS Award's movement within classification level provisions.
- (3) The FP4 classification will only have one pay point and will only be available on a temporary basis to cater for circumstances where permanent or temporary forepersons are requested for a temporary period of time to undertake regular duties above the FP3 classification level.
- (4) Appointments to and movement between foreperson classification levels will be based on a meritorious recruitment and selection process.
- (5) QBuild shall set core numbers with respect to forepersons, which may be reviewed from time to time to account for work projections and workforce demand.
- (6) The LV08 classification level applying to QBuild tradespersons is the basis upon which pay rates for the foreperson classification levels are calculated. Those pay rate calculations are as follows:

| CLASSIFICATION LEVEL AND PAY POINT | PAY RATE CALCULATION |
|------------------------------------|----------------------|
| FP4 (01)                           | LV08 + 30%           |
|                                    |                      |
| FP3 (04)                           | LV08 + 28%           |
| FP3 (03)                           | LV08 + 26%           |
| FP3 (02)                           | LV08 + 24%           |
| FP3 (01)                           | LV08 + 22%           |

## PART 5: HOURS OF WORK

### 5.1 Maximum weekly hours

- (1) The ordinary working hours of a full-time QBuild field staff employee is 38 hours per week, worked within a spread of hours of 6am to 6pm, Monday to Friday.
- (2) That said, the FSA11 provides for various hours of work arrangements, including but not limited to, a nine day fortnight, any five days out of seven days, shift work and furniture shift work.
- (3) The parties recognise that certain hours of work arrangements provided by the FSA11 will require field staff employees to regularly work greater than their maximum 38 ordinary working hours per week and average their ordinary working hours over a fortnight or month, depending upon the circumstance.
- (4) The parties agree that the requirement for QBuild field staff to work in excess of their maximum 38 ordinary hours per week under one of the hours of work arrangements provided by the FSA11 is considered to be reasonable.

### 5.2 Nine day fortnight

- (1) Each full time QBuild field staff employee shall:
  - (a) work 8 hours and 26 minutes for a standard working day between the spread of 6am and 6pm, Monday to Friday;
  - (b) accrue one RDO each two week period (where no leave without pay or WorkCover is processed); and
  - (c) be debited 8 hours 26 minutes for each day taken as leave.

### **5.3 Rostered days off (RDO)**

- (1) The following principles will apply in relation to the accrual and taking of RDOs.
- (2) QBuild will generally operate RDOs in accordance with the Industry RDO Calendar.
- (3) All accrued RDO time will be recorded in a single RDO balance.
- (4) Where extenuating circumstances arise a field staff employee can seek approval to accrue an RDO. Accrual of an RDO can only occur with the prior approval of the field staff employee's supervisor. The maximum number of RDOs a field staff employee can have accrued at any given time shall be five days. Accrued RDO can be accessed by a field staff employee at a time convenient to both the employee and QBuild.
- (5) All RDOs will be included on a fixed roster covering Monday to Friday of each week. QBuild recognise that the field staff prefer to have RDOs scheduled on Mondays and Fridays and will endeavour to accommodate this preference.
- (6) The RDO roster will be provided 6 months in advance to all employees.
- (7) The roster cycle will be for 12 months across each calendar year.
- (8) Field staff may stagger the scheduled taking of RDOs to ensure QBuild is sufficiently resourced to service its clients. If necessary, due to workload, field staff may agree with QBuild to take their RDO on an alternate day to meet client deadlines.
- (9) RDOs are not able to be taken on a part-day basis.
- (10) When taking an accrued RDO, the employee should make sure they indicate an accrued RDO taking on their weekly timesheet.
- (11) Employees and their manager/supervisor are mutually responsible for ensuring employees can access and utilise their RDO balance prior to ceasing employment with the department.

### **5.4 Staggered starts and finishes**

- (1) The working of staggered starts and finishes is designed to enable QBuild to provide an improved service to clients, especially where work outside of normal working hours is required.
- (2) Except in emergent situations, QBuild shall provide a field staff employee with a minimum of two weeks prior notice of a change in their starting and finishing times.
- (3) In emergent circumstances, QBuild can require a field staff employee to stagger their start and finish times to meet the urgent requirements of the work at hand.

### **5.5 Any five days out of seven days**

- (1) The working of any five days out of seven days is designed to enable QBuild to provide a seven-day service for the duration of specific projects/programs. The effect of this clause is that Saturday and/or Sunday may form part of a field staff employee's normal working week.
- (2) Duration
  - (a) A five days out of seven days work arrangement should only be used for the duration of the specific projects/programs it was introduced for and should not exceed a four week period.
  - (b) The makeup of the work cycle and the staffing arrangements will be reviewed if the project/program exceeds four weeks in duration.
  - (c) At the conclusion of the project/program, the work cycle will revert to the normal cycle of Monday to Friday.

- (d) Three working days prior notice shall be given to affected employees concerning the commencement of, a change to, or ceasing of, a five days out of seven days work arrangement.
- (3) Hours of duty
- (a) Each working day shall be 8 hours and 26 minutes.
- (b) These ordinary hours of duty shall be worked continuously, except for meal breaks and rest pauses, between 6:00 a.m. and 6:00 p.m.
- (4) Staff requirements
- (a) The numbers of field staff required to work under a five days out of seven days working arrangement will be determined by QBuild, giving due consideration to QBuild's operational needs and work health and safety obligations.
- (b) If two or more field staff are required to work on a Saturday and/or Sunday, at least one of the employees shall be nominated as the team leader.
- (5) Flexibility
- (a) In consultation with QBuild management, participating field staff employees of the same discipline are permitted to swap shifts on an ad hoc basis.
- (6) Penalty rates and overtime
- (a) Weekend penalties rates, as prescribed in the BEMS Award, will apply where participating field staff are required to work on those days within the work cycle which are deemed as the weekend.
- (b) The overtime provisions, as prescribed in the BEMS Award and the FSA11, will apply to any hours worked by a field staff employee in excess of the their ordinary 8 hour 26 minutes per day.
- (c) The public holiday provisions, as prescribed in the BEMS Award, will apply to any hours a field staff employee is required to work on a public holiday.
- (7) Substitution arrangements for RDOs and public holidays which fall on the weekend
- (a) If a public holiday or RDO falls on day within the work cycle which is deemed as part of the employee's weekend, the public holiday or RDO is to be taken on an alternate day which forms part of the employee's five working days and at a time mutually agreed to between the employee and QBuild.
- (8) Leave
- (a) Penalty rates are not payable for any type of leave by an employee while participating in a five days in any seven days working arrangement.
- (9) Work cycles

| <b>Working week</b>  | <b>Weekend – day one</b><br><i>(First two hours at time and a half, thereafter double time)</i> | <b>Weekend – day two</b><br><i>(First two hours at time and a half, thereafter double time)</i> |
|----------------------|---|---|
| Monday – Friday      | Saturday  | Sunday  |
| Tuesday – Saturday   | Sunday  | Monday  |
| Wednesday – Sunday   | Monday  | Tuesday   |
| Thursday – Monday    | Tuesday   | Wednesday   |
| Friday – Tuesday     | Wednesday   | Thursday  |
| Saturday – Wednesday | Thursday  | Friday  |
| Sunday – Thursday    | Friday  | Saturday  |

## 5.6 Shift work

- (1) The following shift work provisions are to be read in conjunction with the applicable shift work clauses contained in the BEMS Award.
- (2) Hours of duty
  - (a) The rostered shifts of full-time field staff employee shall equate to an average of 38 hours per week, ideally rostered in such a way so as to allow for the full-time field staff employees to continue to participate in a nine day fortnight arrangement.
  - (b) Where required, shift cycles may include all or part of the weekend.
  - (c) Any time worked by a field staff employee outside of their rostered shift start and finish times shall be deemed as overtime.
- (3) Prior notice of changes within a roster
  - (a) One week's advance notice in writing shall be given to affected employees for any changes within a roster.
- (4) Shift rosters
  - (a) Shift rosters, setting out participating employees' days of duty and starting and finishing times on such days, shall be for a minimum period of two weeks (i.e. 76 hours within a period not exceeding 14 consecutive days) and a maximum period of four weeks (i.e. 152 hours within a period not exceeding 28 consecutive days).
- (5) Staff requirements
  - (a) The number of field staff required to participate in a shift work arrangement will be determined by QBuild, giving due consideration to QBuild's operational needs and work health and safety obligations.
  - (b) All rostered shifts shall have access to a telephone for emergency purposes and will ideally include a qualified first aid officer.
  - (c) If two or more field staff are rostered to work either an afternoon or night shift, one employee will be nominated as the team leader. This does not apply in the case of the day shifts, where foreperson is appointed.
- (6) Payment for work ordinary hours on select days and times
  - (a) All field staff employees who work an afternoon shift or night shift Monday to Friday, are to be paid an additional allowance of 15% for all ordinary time worked on such shifts. This allowance shall not apply for shift work performed on a Saturday, Sunday and/or public holiday as the following penalty rates apply:
    - (i) midnight Friday to midnight Saturday - first two hours at time and a half and double time thereafter
    - (i) midnight Saturday to midnight Sunday - double time
    - (ii) public holidays - at double time and a half
    - (iii) Any time worked in excess of an employee's rostered shift shall all be paid at double time except on a public holidays, where the additional time worked will be paid at double time and a half.
- (7) Substitution arrangements for RDOs and public holidays
  - (a) If an RDO falls on a day within the shift roster which is deemed as part of the employee's weekend, the RDO is to be taken on an alternate day which forms part of the employee's

ordinary work hours and at a time mutually agreed to between the employee and QBuild.

- (b) If an public holiday falls on a day within the shift roster which is deemed as part of the employee's weekend, the public holiday is to be taken on an alternate day which forms part of the employee's ordinary work hours and at a time mutually agreed to between the employee and QBuild.

## **5.7 Furniture shift work**

- (1) The following arrangements shall apply to all field staff employees when required to perform work outside of normal working hours for the purpose of relocating clients. Where QBuild field staff cannot deliver this service or there are adverse impacts arising from QBuild field staff undertaking this work, QBuild reserves the right to contract out the performance of this work.
- (2) Staff selection
  - (a) Where furniture shift work is required, QBuild will afford all field staff, engaged in the immediate locality of the relocation (e.g. South East Queensland) and who indicate a willingness to make themselves readily available for work outside normal hours, the opportunity to participate in furniture shift work, on a rostered cycle.
  - (b) When selecting staff to undertake furniture shifts, QBuild should consider the employee's physical capabilities and performance record.
- (3) Hours of duty
  - (a) The hours of duty are to suit client instructions and shall be worked in accordance with a roster mutually agreed by QBuild and the majority of employees directly affected .
  - (b) Participating employees are entitled to a 20 minute paid break to be taken in the third hour of duty, plus a 30 minute unpaid meal break to be taken between the fourth and sixth hour of duty. The timing of such meal breaks may be varied by mutual agreement between QBuild and the majority of employees directly affected.
  - (c) Employees who commence a furniture shift but due to injury or illness are unable to complete the shift, are to be paid the relevant payment rate, specified in clause 5.6(5) of the FSA11, for the remainder of the partially completed shift.
- (4) Team leaders
  - (a) Team leaders, elected by those field staff employees participating in the furniture shift roster, are to be paid an allowance equivalent to two hours extra per day in recognition of their level of responsibility. The number of team leaders to be elected per shift will vary depending upon the number of employees participating in the particular shift.
- (5) Payment rates
  - (a) QBuild field staff who perform work as part of a furniture shift, outside of their normal working hours on a Monday to Friday (other than a public holiday), shall receive the furniture shift rate (i.e. twice an LVO2 builders' labourer rate) for the actual time worked.
  - (b) QBuild field staff who perform work as part of a furniture shift, outside of their normal working hours on a Saturday (other than a public holiday), shall receive the furniture shift rate for the actual time worked, with a minimum three-hour payment.
  - (c) QBuild field staff who perform work as part of a furniture shift, outside of their normal working hours on a Sunday (other than a public holiday), shall receive the furniture shift rate for the actual time worked, with a minimum four-hour payment.
  - (d) QBuild field staff who would normally work on a day on which a public holiday falls and who perform work as part of a furniture shift during their normal working hours on that public holiday, shall receive the furniture shift rate at double time and a half for the actual time worked,

with a minimum four-hour payment.

- (e) QBuild field staff who would normally work on a day on which a public holiday falls and who perform work as part of a furniture shift outside of their normal working hours on that public holiday, shall receive the furniture shift rate at triple time for the first two hours and quadruple time thereafter for the actual time worked, with a minimum four-hour payment.
  - (f) QBuild field staff who would not normally work on a day on which a public holiday falls and who perform work as part of a furniture shift on that public holiday, shall receive the furniture shift rate at double time and a half for the actual time worked, with a minimum four-hour payment.
- (6) RDOs
- (a) Where a field staff employee is scheduled to access an RDO at the same time they are engaged to perform work as part of a furniture shift, the RDO is to be deferred and taken at an alternative time mutually agreed to by QBuild and the employee.

## **5.8 Overtime**

- (1) The payment of overtime to field staff employees, including apprentices, covered by the engineering stream of the BEMS Award shall be paid in accordance with the building trades stream of the BEMS Award.
- (2) Field staff may elect to accumulate time off in lieu of payment for overtime worked (TOIL). All TOIL is to be accrued at the relevant overtime rates.

## **5.9 Permanent transfer of field staff**

- (1) The permanent transfer of field staff within QBuild shall be by mutual agreement and as the need arises.
- (2) An expression of interest will be called, at QBuild's discretion, when permanent field staff vacancies arise. The expression of interest shall detail the classification level and locality of the vacancy, a summary of the key duties and conditions of employment and how and by when prospective applicants can apply.
- (3) Permanent field staff, who mutually agree with QBuild to be transferred from one centre to another, may be entitled to be reimbursed up to \$11,000 for actual transfer expenses incurred. The type of actual transfer expenses able to be claimed is outlined in the Transfer and Appointment Expenses Directive, as issued and amended by the Minister responsible for industrial relations in accordance with section 54 of the PS Act.
- (4) This clause does not apply to permanent field staff who mutually agree with QBuild to be transferred within the South East Queensland region.

## **PART 6: LEAVE**

### **6.1 Purchased leave**

- (1) Where agreed between QBuild and the employee, and subject to policy requirements, QBuild employees may access a minimum of one week and a maximum of six weeks additional leave per year with a proportionate decrease in their net fortnightly wage. Approval for employees to participate in a purchased leave scheme is at the discretion of the relevant Regional Director (or equivalent). The balance of the reduced wage will be paid to the employee, equivalent to their net fortnightly wage, while they are accessing their purchased leave.

### **6.2 Long service leave**

- (1) The entitlements to long service leave contained in the directive relating to long service leave, as issued and amended by the Minister responsible for industrial relations under the PS Act, apply to employees covered by the FSA11.

- (2) Notwithstanding clause 6.2(1), long service leave may be accessed for a minimum period of one day on full pay or two days on half pay. Employees wishing to access long service leave at half pay must indicate this on their application for leave being submitted to payroll.
- (3) Pay in advance is not available for periods of long service leave less than two weeks full-time equivalent and is at the discretion of the chief executive.
- (4) The taking of long service leave is subject to operational convenience.

### **6.3 Recreation leave**

- (1) The entitlements to recreation leave contained in the directive relating to recreation leave, as issued and amended by the Minister responsible for industrial relations under the PS Act, apply to employees covered by the FSA11.
- (2) Recreation leave may be accessed in full or part days and at either full or half pay. Employees wishing to access recreation leave at half pay must indicate this on their application for leave being submitted to payroll.
- (3) The taking of recreation leave is subject to operational convenience.
- (4) All employees must take their recreation leave regularly and must not accumulate an entitlement in excess of two years (as per the department's policy relating to recreation leave):
  - (a) requests to accumulate leave in excess of two years entitlement may only be approved by the relevant delegate in exceptional circumstances.
  - (b) in instances where an individual's leave balance becomes excessive they are to, in conjunction with their manager/supervisor, develop a planned program of leave over a twelve month period to reduce their recreation leave balance below two years entitlement.
- (5) Where agreement cannot be reached as to when an employee is to take their recreation leave, QBuild may instruct the employee when to take their recreation leave, provided the employee receives at least eight weeks written notice of the starting date of the leave.
- (6) Where agreed between QBuild and the employee, and subject to legislative requirements under the IR Act, a QBuild employee may agree to cash out a particular amount of their accrued recreation leave, provided that cashing out would not result in the employee's accrued recreation leave entitlement being less than four weeks.

### **6.4 Sick leave**

- (1) The entitlements to sick leave contained in the directive relating to sick leave, as issued and amended by the Minister responsible for industrial relations under the PS Act, apply to employees covered by the FSA11.
- (2) Taking and notifying of leave
  - (a) Employees are entitled to 10 working days sick leave for each completed year of service and a proportionate amount for an incomplete year of service.
  - (b) An employee's entitlement to sick leave is conditional on them promptly notifying QBuild of:
    - (i) any illness that will cause them to be absent from work; and
    - (ii) the approximate period for which they will be absent.
  - (c) An employee shall apply in writing for sick leave on the next applicable timesheet upon their return to work and, where required, attach a medical certificate from a duly qualified medical practitioner.
  - (d) An application for sick leave of more than three days is to be supported by documentation



acceptable to the relevant delegate.

(3) **Managing unplanned absences**

- (a) Where an employee has a record of recurring and/or lengthy periods of unplanned absenteeism, the following shall occur:
  - (i) the supervisor/manager shall discuss with the employee their identified occurrences of unplanned absences, seek to understand the reason for the absences and, where possible, identify strategies to assist the employee to minimise their unplanned absences; and
  - (ii) where the unplanned absences continue, the supervisor/manager may require the employee to produce a medical certificate for all future absences on sick leave for a specified period of time.

(4) Where an employee has exhausted their paid sick leave entitlement, QBuild may approve the employee to charge their sick leave to:

- (a) recreation leave; or
- (b) leave without pay; or
- (c) in exceptional circumstances, long service leave.

**6.5 Emergent/compassionate leave**

- (1) The entitlements to emergent/compassionate leave contained in the directive relating to special leave, as issued and amended by the Minister responsible for industrial relations under the PS Act, apply to employees covered by the FSA11.
- (2) Emergent/compassionate leave will only be authorised for situations which are of an urgent/emergent nature, and that cannot be applied for under any other available leave type.

**6.6 Fatigue leave/rest period after overtime**

- (1) The parties agree that employees will be given no less than ten (10) consecutive hours off duty between the end of work on one day, and the commencement of work on the next. The break is exclusive of reasonable travel that is required for the employee to travel to and from home.
- (2) When an employee is not given ten (10) consecutive hours off duty and they have continued or resumed work into their normal or rostered work day, then they will be paid double time until released from work and given ten (10) consecutive hours off duty.
- (3) Notwithstanding the above, in cases where employees work overtime between the hours of 11.00pm on one day and 5.00am on the next, then the ten (10) consecutive hour rest break will commence from the conclusion of their last period of overtime even if it continues after 5.00am. The total overtime worked between 11.00pm and 5.00am will not be less than 30 minutes in aggregate to attract such a break.
- (4) The arrangements as outlined above, will also apply when overtime is worked on a Sunday, Public Holiday or an RDO prior to a rostered workday.
- (5) When an employee is directed to return to work without having taken a break in accordance with the provisions of this clause, they will be paid at the rate of double time for all hours worked, until such time as they are able to take the necessary break.
- (6) It is important to note that the safety of employees is the most important issue and there may be circumstances which occur where a ten (10) hour rest break may not be available but due to fatigue etc., it is determined that an employee should be given a break from work. In these cases, supervisors will have a discretionary right to provide additional paid rest time in addition to the arrangements set out above.

## **PART 7: DISTANT WORK**

### **7.1 Distant work arrangements**

- (1) The parties agree that QBuild has a business requirement to meet its client needs in distant and/or remote locations across Queensland. Instances may arise where QBuild requires field staff to temporarily carry out work away from their usual place of employment and at such a distance from the employee's place of residence that the employee cannot reasonably be expected to return to that place each night. Distant work may include work in another region, or another location within the employee's substantive region, and includes those staff whose usual place of employment is based in a rural or remote locality and who are required to temporarily work in metropolitan areas.
- (2) In such instances, the following shall apply:
  - (a) Where appropriate, QBuild may call for volunteers or request employee/s with the necessary trade qualifications to undertake distant work.
  - (b) QBuild may direct employees (at the discretion of the Regional Director (or delegate)) with the necessary trade qualifications to carry out distant work, including in circumstances where insufficient volunteers are forthcoming.
  - (c) Where practicable, QBuild will give four weeks' notice, but not less than two weeks' notice, to employees directed to undertake distant work. The only exception is where QBuild is responding to declared natural disasters and other emergency situations, where no minimum notice period is required, however, mutual agreement with the employee must be reached.
  - (d) Where an employee is directed to undertake distant work, QBuild must reasonably consider any extenuating circumstances raised by the employee (e.g. genuine caring responsibilities) which may prevent the employee from undertaking distant work at that time.
  - (e) Where an employee is required to undertake distant work, the maximum consecutive period shall be no longer than three weeks before arrangements shall be made for the employee's return to their usual place of employment for one week.
  - (f) Where an employee has worked the three week maximum period in the distant location and they are required to return to work in either the same or a different distant location, such employee will be entitled to return to their usual place of employment (or the closest location) for a minimum of one week. During this period, the employee may be permitted to utilise any TOIL and RDOs accrued during the distant work arrangement. Should the employee have insufficient balances of TOIL and RDOs, employees may be permitted to access other accrued leave.
  - (g) These provisions do not preclude shorter periods being worked in distant locations where it is suitable and agreed to by QBuild.
  - (h) Details relating to a distant work arrangement (e.g. length of arrangement, hours of work, etc.) should be document and signed prior to such employee undertaking the distant work. Mutual agreement with the employee must be reached.

### **7.2 Entitlements while working distant work**

- (1) Accommodation
  - (a) Where an employee required to work away from their usual place of work, requiring an absence extending overnight or for a longer period, QBuild shall provide accommodation at the employer's discretion by means of one of the following options:
    - (i) provide pre-booked registered accommodation and meals at QBuild's expense (no meal allowance as per clause 7.2(2)(a) shall be payable in this instance); or
    - (ii) in instances where meals cannot be arranged by QBuild, provide pre-booked registered accommodation and pay a meal allowance (as per clause 7.2(2)(a)); or

- (iii) provide QBuild owned or rented accommodation (e.g. dongas) and pay a meal allowance (as per clause 7.2(2)(a)); or
    - (iv) approve an employee to stay at a private residence and pay a private residence allowance of \$68.80 for each overnight stay (no meal allowance as per clause 7.2(2)(a) shall be payable in this instance).
  - (b) The standard of accommodation provided as per 7.2(1)(a) should meet the definition of 'reasonable accommodation' defined by the FSA11.
  - (c) Where registered accommodation for employees is pre-booked by QBuild, the length of the stay shall be taken into account when determining what is reasonable, particularly when considering 'share' accommodation. 'Share' accommodation shall only be booked where single accommodation is not available and after consultation with the affected employee and the appropriate union delegate.
  - (d) The parties provide an ongoing commitment to a collaborative approach in dealing with any issues of accommodation standards in distant locations through the QFSCC.
  - (e) Any disputes in relation to the standard of accommodation shall be addressed through the the prevention and settlement of disputes procedure outlined in the FSA11.
- (2) Distant work allowances
- (a) Distant Work Meal Allowance
    - (i) Where an employee is required to undertake distant work, and QBuild has not provided a meal/s to the employee, such employee shall be paid a meal allowance for each overnight stay at a location away from the employee's normal place of residence as per the rate specified in Appendix 2.
    - (ii) Employees are not required to provide receipts of purchases of meals.
    - (iii) In exceptional circumstances, however, the Regional Director (or delegate) may approve an employee to claim reasonable actuals above the allowance rate on presentation of receipts.
    - (iv) This allowance shall be indexed at the same rate as the wage quantum.
  - (b) Distant work incidental allowance
    - (i) Where an employee is required to undertake distant work, such employee shall be paid an incidental allowance for each overnight stay at a location away from the employee's normal place of residence for out-of-pocket expenses as per the rate specified in Appendix 2.
    - (ii) Employees are not required to provide receipts of incidental purchases.
    - (iii) In exceptional circumstances, however, the Regional Director (or delegate) may approve an employee to claim reasonable actuals above the allowance rate on presentation of receipts.
    - (iv) This allowance shall be indexed at the same rate as the wage quantum.

### **7.3 Travelling to distant work**

- (1) Travel arrangements shall be as follows:
  - (a) Travelling to or from a distant location shall be undertaken during normal working hours.
  - (b) Authorised travel outside normal working hours on a work day shall be paid at ordinary rates. For travel on weekends or for more than eight hours travel in any one day, payment will be at overtime rates.
  - (c) The combined work and travel of an employee shall not exceed 12 hours per day.

- (2) Air travel shall be by economy class, if available, with the employee required to fly to or from the distant location within the spread of normal hours of 6.00am to 6.00pm on any working day. If the only air travel available is outside the 6.00am to 6.00pm timeframe, agreement must be obtained from the employee prior to booking the flights.
- (3) Road travel shall be in accordance with the following:
  - (a) Travel to and from a distant location shall be in a government vehicle.
  - (b) Where an employee requests and QBuild agrees, the use of a private motor vehicle for distant work is permitted. Payment for any excess kilometres travelled shall be in accordance with clause 3.11(5) of the FSA11.
  - (c) When an employee is required to travel to a distant location to perform work, the following shall be provided wherever practicable:
    - (i) a government motor vehicle for the duration of the work being undertaken in the distant location, and for travel to and from the job location. Such vehicle is to be suitable for QBuild work purposes and for rural/remote area travel; or
    - (ii) QBuild shall hire a vehicle for the duration of the work being undertaken in the distant location and for travel to and from the job location. Such vehicle is to be suitable for QBuild work purposes and for rural/remote area travel.
- (4) In general, government vehicles are not to be used for personal purposes.
  - (a) However, it is recognised that employees who have access to only a government motor vehicle while performing distant work may experience difficulties undertaking a range of personal and daily functions without the use of the motor vehicle.
  - (b) In these circumstances, approval may be given by the Regional Director (or delegate) for an employee to have limited use of a government motor vehicle for personal purposes. Use of a government motor vehicle for personal purposes by the employee must be approved by the Regional/District Manager and this approval documented prior to the employee undertaking any distant work.
  - (c) Employees are to ensure that use of a government motor vehicle for personal purposes is kept to a minimum and efforts should be made to coordinate activities in order to limit the use of such vehicles.
  - (d) Personal purposes may include, but are not limited to, obtaining (within the immediate locality) groceries, food, sundries, apparel, etc., or accessing services (such as Doctors, Dentists, etc.).

#### **7.4 Hours of work during distant work**

- (1) Hours of work will be determined by QBuild and documented prior to the employee undertaking any distant work, however generally, the following hours of work shall apply to employees working in distant locations:
  - (a) Monday to Friday: minimum of one hour of overtime in addition to 8 hours 26 minutes of ordinary time.
  - (b) Saturday: 8 hours of overtime.
  - (c) RDOs: 7.6 hours of ordinary time, with RDOs to be banked.
- (2) Sundays and public holidays shall be designated rest days.
  - (a) Sundays or public holidays may be worked, however, there must be a clear business requirement and mutual agreement between QBuild and the employee/s prior to work being undertaken on these days.

- (b) The appropriate overtime rates will apply in relation to work performed on Sundays or public holidays. Should an employee agree to work three or more consecutive Sundays and/or public holidays, consultation with the relevant union representative and Human Resources will be required.
- (3) An employee, upon returning from work in a distant location, shall arrange for any TOIL and RDOs accrued during distant work to be taken as full days off at a time mutually agreed between the employee and their supervisor/manager. If agreement cannot be reached, any TOIL/RDOs accrued during distant work must be taken as full days off within four weeks of the employee's return from distant work as determined by their supervisor/manager with a minimum of one weeks' notice to the employee.
- (4) Any TOIL amount of less than one full day accrued during distant work, shall be taken as time off (whether in conjunction with other leave types or not) within 12 months of the time the TOIL was accrued, at a time mutually agreed between the employee and their supervisor/manager. If, after 12 months from the date of accruing TOIL during distant work, any portion of the TOIL remains unused, the employee may request to have the TOIL paid out at the relevant overtime rate. Approval for the pay out of TOIL will be at the discretion of the Regional Director (or delegate).

## **7.5 Communication**

- (1) Where an employee is required to travel to, or through, locations where there is no access to landlines or GSM digital network, such employee shall be provided with a NEXTG telephone for the purposes of contacting home/office, for the duration of the distant work.
- (2) One NEXTG telephone shall be provided to each gang (whether one or more people are involved) that travels to or through such locations.

## **7.6 First aid**

- (1) Where appropriate and necessary (e.g. during remote work), employees undertaking distant work shall be provided with an appropriate first aid kit for the duration of the such work. One first aid kit may be provided where two or more employees are travelling together.
- (2) In addition, supervisors will ensure employees undertaking distant work shall be aware of any relevant emergency procedures and are capable of contacting relevant emergency services while travelling or working in distant locations.

## **7.7 Remote work arrangements**

- (1) In addition to the arrangements set out in clauses 7.1 to 7.6 for distant work, employees required to undertake remote work shall also be entitled to the following provisions.
- (2) For the purposes of clause 7.7, remote work shall mean work performed in an area designated as a remote location as per the procedure outlined in clause 7.8.
- (3) Remote work allowances
  - (a) Where an employee works in a location designated as remote (other than the location in which they are engaged), such employee shall be paid either:
    - (i) a remote area work allowance; or
    - (ii) a remote island work allowance

for each overnight stay at such location as per the rate specified in Appendix 2. This payment is made in recognition of the additional hardships associated with travel to and working in these locations.
  - (b) These allowances shall be indexed at the same rate as the wage quantum.
- (4) Eligibility for remote work allowance

- (a) Employees locally engaged in a location that is designated as a remote location are not entitled to payment of a remote area work or remote island work allowance.
- (b) The following conditions apply to employees (excluding those locally engaged) working in designated remote locations:
  - (i) Employees required to work and stay overnight in a designated remote location, including Thursday Island, shall be entitled to a remote area work allowance as per clause 7.7.3(a)(i).
  - (ii) Employees required to work and stay overnight in Torres Strait Islands and villages, excluding Thursday Island, shall be entitled to a remote island work allowance as per clause 7.7.3(a)(ii).
  - (iii) In addition to either (i) or (ii) above, employees shall also be entitled to the distant work meal allowance and distant work incidental allowance as per clause 7.2(2).

(5) First Aid

- (a) The Regional or District Manager shall appoint one employee as a first aid officer for the duration of the remote work.
- (b) An employee appointed as a first aid officer must hold an appropriate first aid certificate and will be paid the relevant first aid allowance provided under the BEMS award for the duration of the remote work only.
- (c) Details of an employee's appointment as a first aid officer shall be documented prior to the employee undertaking any remote area work.

(6) Declared natural disaster areas

- (a) An employee (excluding those locally engaged) deployed to undertake work for a declared natural disaster, in an area not otherwise designated as a remote area (as per the procedure outlined in clause 7.8), shall be entitled to a remote work allowance (as per clause 7.7(1)), provided that the area:
  - (i) is not easily accessible by normal means of transport (e.g. road) and has become isolated due to the declared natural disaster; and
  - (ii) has limited or disrupted services and food supplies (e.g. water, medical services, sanitation, accommodation) due to the declared natural disaster

for each overnight stay in such location in recognition of the additional hardship faced by the employee while deployed to such location.
- (b) The provisions of clause 7.8(2) shall also apply to such employee/s.

## 7.8 Remote work procedure

(1) Remote locations

The following locations have been designated as 'remote' locations as per clauses 7.8(3) and 7.8(4) of this procedure.

**Cape York**

Aurukun  
Bamaga  
Edward River  
Einasleigh  
Hopevale

Kowanyama  
Lakeland  
Lockhart River  
Mapoon  
Mount Surprise

Napranum  
Thursday Island  
Torres Strait Islands and Villages

**Far West**

Bedourie

Gregory Downs

Mornington Island

Birdsville  
Boulia  
Burketown  
Dajarra  
Doomadgee

Karumba  
Kynuna  
Lake Julius  
Lawn Hill  
McKinley

Musselbrook National Park  
Toorak  
Urundangie

**Burdekin**

Palm Island

Torrens Creek

**Wide Bay**

Fraser Island

**Capricornia**

Blackdown Tablelands  
North Keppel Island  
Lochington

Stonehenge  
Windorah  
Woorabinda

Yaraka

(2) Review of remote locations

- (a) The abovementioned locations may be reviewed on an as needs basis, as determined by QBuild. For example, when any changes occur with regard to a remote location (e.g. access to the location (public transport, road upgrade etc.), changes in amenities available etc. (improved accommodation, banking facilities, shopping amenities etc.).

(3) Process for assessment of remote locations

- (a) The following process should be undertaken in order to assess the eligibility of locations to be designated as remote locations, for the purpose of clause 7.7.
- (b) Within each Region, employees (through the appropriate union delegate) and management shall have the opportunity to submit a location/s to the QFSCC that they believe may be designated as a remote location/s within their region or, alternatively, a location/s they believe is not remote and is currently on the remote location list as outlined in clause 7.8(1).
- (c) Each region shall form a working party, whose sole purpose is to assess each location submitted to the QFSCC for assessment as a remote location. The working party shall be determined by the department in consultation with the unions.
- (d) All locations shall be assessed from the nearest QBuild location (e.g. assessment of all locations within the Torres Strait shall be undertaken from Thursday Island, being the nearest QBuild district office).
- (e) A location identified as a possible remote location shall be assessed against the specified list of criteria outlined in clause 7.8(4). If the location meets a criterion, the location will receive the full rating points available for that criterion. If the location does not meet a criterion, the location receives no rating points for that criterion. The criteria, as outlined in clause 7.8(4), may also be used to reassess locations that have been designated as remote under clause 7.8(1).
- (f) Each location shall be assessed on its own merits (locations shall not be grouped for the purpose of this process).
- (g) When all criteria have been rated, a total score shall be obtained for each nominated location:
  - (i) if the score is 100 or above – the location is designated as remote for the purposes of clause 7.7; or
  - (ii) if the score is 99 or less – the location is not designated as remote for the purposes of clause 7.7.
- (h) The review of a location by the working party must be completed within 21 days of receiving the nomination of location for assessment.
- (i) Once a location has been assessed by the working party, the working party should seek

endorsement from the relevant Regional Director (or delegate), and the relevant union delegate/s, and the endorsed assessment must be submitted to the QFSCC for review. Approval must be granted by a quorum of the QFSCC before any changes can be made to the remote location list set out in clause 7.8(1).

- (j) Once approval is granted by the QFSCC for a location to be included or removed from the remote location list, QBuild shall make changes to the remote location list outlined in clause 7.8(1) and notify all regions of any changes made.
- (k) A minimum of two weeks' notice shall be given by QBuild to staff and management prior to any change to the remote location list, outlined in clause 7.8(1), taking effect.
- (l) Where an employee is undertaking work at a location designated as remote, and during that arrangement, such location is assessed as no longer being remote as per clause 7.8(3), then the employee will continue to receive a remote work allowance until the completion of the arrangement. This does not include extensions to the distant work arrangement that occur after the area is determined to no longer be designated as remote.
- (m) Similarly, where an employee is undertaking work at a location not designated as remote, and during that arrangement, such location is assessed as being remote as per clause 7.8(3), then the employee will commence receiving a remote work allowance once approval is granted by the QFSCC for the location to be included as a remote location.

(4) Assessment criteria

- (a) The following criteria must be used in assessing a location as remote:

| Criteria                             | Extended meaning   | Scoring    |
|--------------------------------------|--|------------|
| Remoteness of location               | The location is: <ul style="list-style-type: none"> <li>not accessible by road and usually only accessible by specially arranged charter (flight or boat) as regular scheduled transport is infrequent (less than one scheduled route per day) or not available at all.</li> </ul>   | 100 points |
|                                      | The location is: <ul style="list-style-type: none"> <li>accessible via road but is at least a 300km drive from the nearest QBuild regional or district office; or</li> <li>accessible by other means of transport (e.g. ferry/plane/train services) but such passenger services are irregular.</li> </ul>  | 50 points  |
| Availability of accommodation        | Accommodation at the location is: <ul style="list-style-type: none"> <li>not of a reasonable standard as defined in the FSA11; or</li> <li>QBuild supplied accommodation only (e.g. dongas).</li> </ul>  | 50 points  |
| Availability of meals                | Prepared meals (e.g. takeaway, meals at accommodation, hotel or restaurant) are not available at the location.   | 50 points  |
| Availability of clean drinking water | Water at the location is not suitable for consumption and bottled drinking water must be purchased.  | 50 points  |
| Availability of medical treatment    | Access to medical services is severely limited or not available (e.g. no doctor permanently available at the location, no community hospital or hospital services).  | 50 points  |
| Alcohol ban                          | Where alcohol is restricted and/or banned due to the Queensland Government <i>Alcohol Management Plans</i> .   | 50 points  |
| Availability to obtain cash          | No access to banking facilities such as EFTPOS, ATM's, cheque cashing facilities, etc.   | 20 points  |
| Shopping amenities/cost of living    | <ul style="list-style-type: none"> <li>No access to a general store at the location; or</li> <li>A general store is available at the location but only supplies a significantly limited range of general goods or food items; and/or</li> <li>Cost of purchasing basic necessities at the location, such as milk, bread, petrol, fruit and vegetables are in excess (minimum 30% or higher) of prices found in the nearest QBuild regional/district office.</li> </ul> | 20 points  |



|   |   |           |
|---|---|-----------|
| Availability of recreational facilities | Recreational, sporting public entertainment facilities are not available within the immediate area of the location. | 20 points |
|---|---|-----------|

- (b) The 100 points required for a location to be declared remote can be through the acquisition of a single criterion worth 100 points or a number of criteria adding to 100 points.

## **PART 8: APPRENTICES AND TRAINING**

### **8.1 Apprentices**

- (1) Training costs
  - (a) Fees related to apprentice training will continue to be paid by QBuild.
- (2) Wage maintained apprentices
  - (a) The parties support wage maintained apprenticeships for field staff engaged by QBuild.
  - (b) Subject to QBuild's operational need and finances, wage maintained apprenticeships are available to permanent and temporary field staff who have been employed with QBuild for a minimum period of twelve months.
  - (c) Permanent QBuild field staff who participate in such apprenticeship programs will retain their permanent status on completion of their apprenticeship.
  - (d) Temporary QBuild field staff who participate in such apprenticeship programs will retain their temporary status on completion of their apprenticeship, but are not guaranteed any subsequent employment with QBuild.
  - (e) A wage maintained apprentice shall be required to enter into a training agreement and undertake formal off-the-job and on-the-job training. Recognition of prior learning and competency-based assessments will be undertaken as part of the process.
  - (f) The wage maintained apprentice's remuneration will be in accordance with the classification the employee held immediately before entering into the training agreement. At any time during the apprenticeship, if the apprentice rate of pay exceeds that of the employee's current classification, then the appropriate apprentice rate shall apply.
  - (g) Costs associated with any wage maintained apprenticeship programs run by QBuild will be met by QBuild.
- (3) Tradesperson to apprentice ratio
  - (a) The department will adopt a 4:1 ratio of tradespersons to apprentices for the life of this Agreement.
  - (b) To remove any doubt, this means QBuild may, where necessary, adopt a lower ratio of tradespersons to apprentices, such as a 3:1 or 2:1 ratio, but may not exceed a 4:1 ratio (e.g. a 5:1 ratio). Further, this clause does not alter any legislative requirements for supervision of apprentices.

### **8.2 Training and Development**

- (1) Commitment
  - (a) The parties are committed to a highly trained and effective workforce. This involves annual achievement and opportunity planning for field staff and the provision of training, as required (including accredited training and assessment of competencies and recognition of current competencies in accordance with the Public Sector Training Package or an agreed alternative accredited program/s).
  - (b) QBuild agrees that it will, within a reasonable timeframe for each new employee commencing

employment, ensure that the employee completes the nationally accredited asbestos awareness training course mentioned in clause 8.2(1)(d) below, and any relevant dust related disease training courses.

- (c) QBuild will bear all costs associated with the provision of the training, including costs and material costs and the provision of the employee's wages for the period of the training.
  - (d) The course referred to in this clause will be 11004NAT Identification and Awareness of Asbestos Containing Materials or equivalent.
- (2) Recognition of current competencies and/or prior learning
- (a) The parties acknowledge that applicable employees should receive recognition and credit for their knowledge and skills through the recognition of current competencies or the recognition of prior learning. This assessment of competencies may include skills from:
    - (i) work experience (including both work that is paid and unpaid);
    - (ii) life experience (for example leisure pursuits or voluntary work); and
    - (iii) previous study (including training programs at work, courses at school or college, and through adult education classes).
- (3) Delivery
- (a) The parties acknowledge that registered training organisations have the experience and expertise to provide suitable quality programs, in a variety of service delivery modes.

### 8.3 Additional competencies for plumbers

- (1) Apprentice plumbers retained on completion of their apprenticeship are issued a provisional licence which enables them to perform all plumbing related works under the supervision of a person holding an open plumbers licence.
- (2) Should QBuild require a plumber holding a provisional licence to undertake the additional competencies outlined below so that they may hold an open licence for use within QBuild, then QBuild shall fund the cost of the employee undertaking training in the additional competencies.
- (3) QBuild will continue to make the following plumbing competencies allowable under the department's study and research assistance policy and procedure:

#### *Plumbing Post-Trade Competencies*

| Competency   | Description  |
|--------------|--|
| CPCPCM4011A  | Carry out work-based risk control processes                        |
| CPCPCM4012A  | Estimate and cost work   |
| CPCPDR4011B  | Design and size sanitary drainage systems                          |
| CPCPDR4012B  | Design and size stormwater drainage systems                        |
| CPCPDR4013B  | Design and size domestic treatment plant disposal systems          |
| CPCPGS4011B  | Design and size consumer gas installations                         |
| CPCPSN4011B  | Design and size sanitary plumbing systems                          |
| CPCPWT4011B  | Design and size heated and cold-water services and systems         |
| BSBSMB401    | Establish legal and risk management requirements of small business |
| QLD300GAS01A | Service and repair type A gas appliances                           |

## PART 9: WORK HEALTH AND SAFETY AND MOTOR VEHICLE INSURANCE

### 9.1 Work health and safety

- (1) QBuild is committed to ensuring the work health, safety and wellbeing of all field staff.

- (2) QBuild understands the importance of safety in the workplace and promotes the prevention and management of accidents that cause injury or illness in the workplace.
- (3) QBuild encourages reasonable management action be taken in circumstances where field staff employees are likely to be experiencing fatigue as a result of working required overtime and call outs irrespective of an employee's eligibility to access fatigue leave in accordance with the provisions of the BEMS Award.
- (4) QBuild will, as part of the development of its workplace health and safety framework, ensure first aid is in accordance with the Workplace Health and Safety Queensland First Aid in the Workplace Code of Practice 2021.

## **9.2 Motor vehicle insurance**

- (1) The purpose of the following motor vehicle insurance arrangements is to ensure that QBuild field staff who agree to utilise their private motor vehicle for QBuild purposes do not suffer any financial disadvantage if an accident occurs while the field staff employee is using their private motor vehicle for QBuild purposes.
- (2) All private motor vehicles being used for QBuild purposes must be registered with QBuild.
- (3) The current QBuild motor vehicle insurance arrangements provides for the following in relation to private motor vehicles being used for QBuild purposes:
  - (a) Reimbursement of any excess paid under a private insurance policy on production of proof of payment from the insurer for any work related accident:
    - (i) By QBuild if less than \$500.
    - (ii) By the QBuild insurer if more than \$500.
  - (b) Reimbursement for any increase in premium for private insurance where the increase arose solely as a result of the work related accident, on production of proof of payment and satisfactory proof from the private insurer of a loss of premium or 'no claim bonus':
    - (i) By QBuild if less than \$500.
    - (ii) By the QBuild insurer if more than \$500.
    - (iii) This payment shall be made for each policy renewal after the work related accident until the premium returns to its original status or the vehicle is involved in a non work related accident.
  - (c) An employee with no private insurance may make a claim against QBuild.

## APPENDIX 1: FIELD STAFF PAY RATES

### A1.1 Forepersons

| Classification | Salary per fortnight as at<br>1 September 2022<br>(4% p.a.) | Salary per fortnight as at<br>1 September 2023<br>(4% p.a.) | Salary per fortnight as at<br>1 September 2024<br>(3% p.a.) |
|----------------|---|---|---|
| FP3/1          | \$3,622.70  | \$3,767.60  | \$3,880.60  |
| FP3/2          | \$3,682.10  | \$3,829.40  | \$3,944.20  |
| FP3/3          | \$3,741.40  | \$3,891.10  | \$4,007.80  |
| FP3/4          | \$3,800.80  | \$3,952.90  | \$4,071.40  |
|                |   |   |   |
| FP4/1          | \$3,860.20  | \$4,014.70  | \$4,135.00  |

### A1.2 Tradespersons

| Classification | Salary per fortnight as at<br>1 September 2022<br>(4% p.a.) | Salary per fortnight as at<br>1 September 2023<br>(4% p.a.) | Salary per fortnight as at<br>1 September 2024<br>(3% p.a.) |
|----------------|---|---|---|
| LV01           | \$2,347.30  | \$2,441.20  | \$2,514.40  |
| LV02           | \$2,384.30  | \$2,479.70  | \$2,554.10  |
| LV03           | \$2,488.80  | \$2,588.40  | \$2,666.10  |
| LV04           | \$2,508.70  | \$2,609.00  | \$2,687.30  |
| LV05           | \$2,620.20  | \$2,725.00  | \$2,806.80  |
| LV06           | \$2,738.30  | \$2,847.80  | \$2,933.20  |
| LV07           | \$2,861.20  | \$2,975.60  | \$3,064.90  |
| LV08           | \$2,969.40  | \$3,088.20  | \$3,180.80  |
| LV09           | \$3,108.60  | \$3,232.90  | \$3,329.90  |
| LV10           | \$3,356.10  | \$3,490.30  | \$3,595.00  |

### A1.3 Apprentices

#### (1) Apprentices

| Classification   | Description | Salary per fortnight as at 1 September 2022 (4% p.a.) | Salary per fortnight in future years                                    |
|--|-------------|---|---|
| A9/1 (Painter)<br>A10/1 (Non-licensed Trades)<br>A12/1 (Licensed Trades) | Stage 1     | \$1,003.50  | <i>Salary schedules will be published on the department's intranet.</i> |
| A9/2 (Painter)<br>A10/2 (Non-licensed Trades)<br>A12/2 (Licensed Trades) | Stage 2     | \$1,379.80  |   |
| A9/3 (Painter)<br>A10/3 (Non-licensed Trades)<br>A12/3 (Licensed Trades) | Stage 3     | \$1,881.50  |   |
| A9/4 (Painter)<br>A10/4 (Non-licensed Trades)<br>A12/4 (Licensed Trades) | Stage 4     | \$2,257.80  |   |

*\*The salary schedules reflecting the rates payable for apprentices as at 1 September 2022 (only) are set out above. Salary schedules for rates payable for future years will be published on the department's intranet.*

#### (2) Adult apprentices (21 years or older upon commencement of apprenticeship with QBuild)

| Classification  | Description                 | Salary per fortnight as at 1 September 2022 (4% p.a.) | Salary per fortnight as at 1 September 2023 (4% p.a.) | Salary per fortnight as at 1 September 2024 (3% p.a.) |
|---|-----------------------------|---|---|---|
| AD9P1 (Painter)<br>AD10P1 (Non-licensed Trades)<br>AD12P1 (Licensed Trades) | Stage 1<br>(73.33% of LV04) | \$1,839.60  | \$1,913.20  | \$1,970.60  |
| AD9P2 (Painter)<br>AD10P2 (Non-licensed Trades)<br>AD12P2 (Licensed Trades) | Stage 2<br>(73.33% of LV04) | \$1,839.60  | \$1,913.20  | \$1,970.60  |
| AD9P3 (Painter)<br>AD10P3 (Non-licensed Trades)<br>AD12P3 (Licensed Trades) | Stage 3<br>(75% of LV04)    | \$1,881.50  | \$1,956.80  | \$2,015.50  |
| AD9P4 (Painter)<br>AD10P4 (Non-licensed Trades)<br>AD12P4 (Licensed Trades) | Stage 4<br>(90% of LV04)    | \$2,257.80  | \$2,348.10  | \$2,418.60  |

#### A1.4 Construction worker trainees

(1) Junior construction worker trainees (under 18 years of age)

| Classification | Description                    | Salary per fortnight<br>as at<br>1 September 2022<br>(4% p.a.) | Salary per fortnight<br>as at<br>1 September 2023<br>(4% p.a.) | Salary per fortnight<br>as at<br>1 September 2024<br>(3% p.a.) |
|----------------|--------------------------------|--|--|--|
| CWTJ/1         | Certificate 1<br>(55% of LV04) | \$1,379.80   | \$1,435.00   | \$1,478.00   |
| CWTJ/2         | Certificate 2<br>(70% of LV04) | \$1,756.10   | \$1,826.30   | \$1,881.10   |

(2) Construction worker trainees (18 to 20 years of age)

| Classification | Description                     | Salary per fortnight<br>as at<br>1 September 2022<br>(4% p.a.) | Salary per fortnight<br>as at<br>1 September 2023<br>(4% p.a.) | Salary per fortnight<br>as at<br>1 September 2024<br>(3% p.a.) |
|----------------|---------------------------------|--|--|--|
| CWT/1          | Certificate 1<br>(70% of LV04)  | \$1,756.10   | \$1,826.30   | \$1,881.10   |
| CWT/2          | Certificate 2<br>(100% of LV01) | \$2,347.30   | \$2,441.20   | \$2,514.40   |

(3) Adult construction worker trainees (21 years or older upon commencement of traineeship with QBuild)

| Classification | Description                       | Salary per fortnight<br>as at<br>1 September 2022<br>(4% p.a.) | Salary per fortnight<br>as at<br>1 September 2023<br>(4% p.a.) | Salary per fortnight<br>as at<br>1 September 2024<br>(3% p.a.) |
|----------------|-----------------------------------|--|--|--|
| CWAD/1         | Certificate 1<br>(73.33% of LV04) | \$1,839.60   | \$1,913.20   | \$1,970.60   |
| CWAD/2         | Certificate 2<br>(100% of LV01)   | \$2,347.30   | \$2,441.20   | \$2,514.40   |

## APPENDIX 2: ALLOWANCE RATES

### A2.1 Tradespersons single fortnightly payment rates

(1) Tradespersons SFP rates - Brisbane City (i.e. Brisbane CBD) only

| Position*                     | Depot tradespersons |                         |                         |                         | Non-depot tradespersons |                         |                         |                         |
|-------------------------------|---------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
|                               | Code                | as at<br>1 Sept<br>2022 | as at<br>1 Sept<br>2023 | as at<br>1 Sept<br>2024 | Code                    | as at<br>1 Sept<br>2022 | as at<br>1 Sept<br>2023 | as at<br>1 Sept<br>2024 |
| Bricklayer (C)                | 427                 | \$230.60                | \$239.80                | \$247.00                | 428                     | \$295.20                | \$307.00                | \$316.20                |
| Bricklayer (M)                | 429                 | \$201.90                | \$210.00                | \$216.30                | 430                     | \$266.20                | \$276.80                | \$285.10                |
| Carpenter (C)                 | 433                 | \$254.70                | \$264.90                | \$272.80                | 434                     | \$319.80                | \$332.60                | \$342.60                |
| Carpenter (M)                 | 435                 | \$225.90                | \$234.90                | \$241.90                | 436                     | \$290.90                | \$302.50                | \$311.60                |
| Drainer                       | 447                 | \$175.90                | \$182.90                | \$188.40                | 448                     | \$240.40                | \$250.00                | \$257.50                |
| Electrical fitter / mech. (C) | 465                 | \$246.20                | \$256.00                | \$263.70                | 466                     | \$310.90                | \$323.30                | \$333.00                |
| Electrical fitter / mech. (M) | 467                 | \$217.50                | \$226.20                | \$233.00                | 468                     | \$282.00                | \$293.30                | \$302.10                |
| Electrical special class (C)  | 451                 | \$246.20                | \$256.00                | \$263.70                | 452                     | \$310.90                | \$323.30                | \$333.00                |
| Electrical special class (M)  | 453                 | \$217.50                | \$226.20                | \$233.00                | 454                     | \$282.00                | \$293.30                | \$302.10                |
| Electrical storeperson        | 457                 | \$205.80                | \$214.00                | \$220.40                |                         |                         |                         |                         |
| Electrical tradesperson (C)   | 473                 | \$246.20                | \$256.00                | \$263.70                | 474                     | \$310.90                | \$323.30                | \$333.00                |
| Electrical tradesperson (M)   | 475                 | \$217.50                | \$226.20                | \$233.00                | 476                     | \$282.00                | \$293.30                | \$302.10                |
| Fitter & turner (C)           | 479                 | \$246.20                | \$256.00                | \$263.70                | 480                     | \$310.90                | \$323.30                | \$333.00                |
| Fitter & turner (M)           | 481                 | \$217.50                | \$226.20                | \$233.00                | 482                     | \$282.00                | \$293.30                | \$302.10                |
| Joiner (C)                    | 488                 | \$245.60                | \$255.40                | \$263.10                | 489                     | \$308.20                | \$320.50                | \$330.10                |
| Joiner (M)                    | 490                 | \$217.50                | \$226.20                | \$233.00                | 491                     | \$280.20                | \$291.40                | \$300.10                |
| Labourer (C)                  | 494                 | \$256.80                | \$267.10                | \$275.10                | 495                     | \$321.70                | \$334.60                | \$344.60                |
| Labourer (M)                  | 496                 | \$228.10                | \$237.20                | \$244.30                | 497                     | \$293.60                | \$305.30                | \$314.50                |
| Mechanical fitter (C)         | 500                 | \$246.20                | \$256.00                | \$263.70                | 501                     | \$310.90                | \$323.30                | \$333.00                |
| Mechanical fitter (M)         | 502                 | \$217.50                | \$226.20                | \$233.00                | 503                     | \$282.00                | \$293.30                | \$302.10                |
| Motor mechanic (C)            | 506                 | \$246.20                | \$256.00                | \$263.70                | 507                     | \$310.90                | \$323.30                | \$333.00                |
| Motor mechanic (M)            | 508                 | \$217.50                | \$226.20                | \$233.00                | 509                     | \$282.00                | \$293.30                | \$302.10                |
| Painter (C)                   | 412                 | \$198.60                | \$206.50                | \$212.70                | 513                     | \$262.90                | \$273.40                | \$281.60                |
| Painter (M)                   | 414                 | \$169.60                | \$176.40                | \$181.70                | 515                     | \$234.20                | \$243.60                | \$250.90                |
| Plasterer (C)                 | 518                 | \$255.90                | \$266.10                | \$274.10                | 519                     | \$320.90                | \$333.70                | \$343.70                |
| Plasterer (M)                 | 520                 | \$226.90                | \$236.00                | \$243.10                | 521                     | \$291.80                | \$303.50                | \$312.60                |
| Plumber (C)                   | 524                 | \$252.10                | \$262.20                | \$270.10                | 525                     | \$316.90                | \$329.60                | \$339.50                |
| Plumber (M)                   | 526                 | \$223.70                | \$232.60                | \$239.60                | 527                     | \$288.20                | \$299.70                | \$308.70                |
| Polisher (C)                  | 530                 | \$187.20                | \$194.70                | \$200.50                | 531                     | \$251.60                | \$261.70                | \$269.60                |
| Polisher (M)                  | 532                 | \$158.10                | \$164.40                | \$169.30                | 533                     | \$223.30                | \$232.20                | \$239.20                |
| Refrigeration mechanic (C)    | 536                 | \$265.80                | \$276.40                | \$284.70                | 537                     | \$330.50                | \$343.70                | \$354.00                |
| Refrigeration mechanic (M)    | 538                 | \$237.40                | \$246.90                | \$254.30                | 539                     | \$301.70                | \$313.80                | \$323.20                |
| Scaffolder (C)                | 542                 | \$311.90                | \$324.40                | \$334.10                | 543                     | \$376.80                | \$391.90                | \$403.70                |
| Scaffolder (M)                | 544                 | \$283.00                | \$294.30                | \$303.10                | 545                     | \$348.00                | \$361.90                | \$372.80                |
| Stonemason (C)                | 550                 | \$297.40                | \$309.30                | \$318.60                | 551                     | \$362.30                | \$376.80                | \$388.10                |
| Stonemason (M)                | 552                 | \$268.50                | \$279.20                | \$287.60                | 553                     | \$333.40                | \$346.70                | \$357.10                |
| Storeperson                   | 556                 | \$205.80                | \$214.00                | \$220.40                |                         |                         |                         |                         |
| Trades assistant (C)          | 562                 | \$234.30                | \$243.70                | \$251.00                | 563                     | \$298.70                | \$310.60                | \$319.90                |
| Trades assistant (M)          | 564                 | \$205.80                | \$214.00                | \$220.40                | 565                     | \$270.20                | \$281.00                | \$289.40                |
| Truckdriver (C)               | 568                 | \$274.80                | \$285.80                | \$294.40                |                         |                         |                         |                         |
| Truckdriver (M)               | 569                 | \$246.30                | \$256.20                | \$263.90                |                         |                         |                         |                         |
| Welder                        | 574                 | \$217.50                | \$226.20                | \$233.00                | 575                     | \$282.00                | \$293.30                | \$302.10                |
| Wood machinist (C)            | 578                 | \$196.10                | \$203.90                | \$210.00                | 579                     | \$260.50                | \$270.90                | \$279.00                |
| Wood machinist (M)            | 580                 | \$167.40                | \$174.10                | \$179.30                | 581                     | \$231.50                | \$240.80                | \$248.00                |
| Const. worker trainee (C)     | 441                 | \$256.80                | \$267.10                | \$275.10                | 442                     | \$321.70                | \$334.60                | \$344.60                |
| Const. worker trainee (M)     | 443                 | \$228.10                | \$237.20                | \$244.30                | 444                     | \$293.60                | \$305.30                | \$314.50                |

\* (C) = construction work; (M) = maintenance work

(2) Tradespersons SFP rates – all other regions

| Depot tradespersons      |            |                         |                         |                         | Non-depot tradespersons |                         |                         |                         |
|--------------------------|------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Position                 | Code       | as at<br>1 Sept<br>2022 | as at<br>1 Sept<br>2023 | as at<br>1 Sept<br>2024 | Code                    | as at<br>1 Sept<br>2022 | as at<br>1 Sept<br>2023 | as at<br>1 Sept<br>2024 |
| Boilermaker              | <b>425</b> | \$240.20                | \$249.80                | \$257.30                | <b>426</b>              | \$304.50                | \$316.70                | \$326.20                |
| Bricklayer               | <b>429</b> | \$201.90                | \$210.00                | \$216.30                | <b>430</b>              | \$266.20                | \$276.80                | \$285.10                |
| Carpenter                | <b>435</b> | \$225.90                | \$234.90                | \$241.90                | <b>436</b>              | \$290.90                | \$302.50                | \$311.60                |
| Drainer                  | <b>447</b> | \$175.90                | \$182.90                | \$188.40                | <b>448</b>              | \$240.40                | \$250.00                | \$257.50                |
| Electrical fitter        | <b>467</b> | \$217.50                | \$226.20                | \$233.00                | <b>468</b>              | \$282.00                | \$293.30                | \$302.10                |
| Electrical mechanic      | <b>467</b> | \$217.50                | \$226.20                | \$233.00                | <b>468</b>              | \$282.00                | \$293.30                | \$302.10                |
| Electrical special class | <b>453</b> | \$217.50                | \$226.20                | \$233.00                | <b>454</b>              | \$282.00                | \$293.30                | \$302.10                |
| Electrical storeperson   | <b>457</b> | \$205.80                | \$214.00                | \$220.40                |                         |                         |                         |                         |
| Electrical tradesperson  | <b>475</b> | \$217.50                | \$226.20                | \$233.00                | <b>476</b>              | \$282.00                | \$293.30                | \$302.10                |
| Electrician              | <b>475</b> | \$217.50                | \$226.20                | \$233.00                | <b>476</b>              | \$282.00                | \$293.30                | \$302.10                |
| Fitter & turner          | <b>481</b> | \$217.50                | \$226.20                | \$233.00                | <b>482</b>              | \$282.00                | \$293.30                | \$302.10                |
| Glazier                  | <b>485</b> | \$167.40                | \$174.10                | \$179.30                | <b>486</b>              | \$231.50                | \$240.80                | \$248.00                |
| Joiner                   | <b>492</b> | \$225.90                | \$234.90                | \$241.90                | <b>493</b>              | \$290.90                | \$302.50                | \$311.60                |
| Labourer                 | <b>496</b> | \$228.10                | \$237.20                | \$244.30                | <b>497</b>              | \$293.60                | \$305.30                | \$314.50                |
| Mechanical fitter        | <b>502</b> | \$217.50                | \$226.20                | \$233.00                | <b>503</b>              | \$282.00                | \$293.30                | \$302.10                |
| Motor mechanic           | <b>508</b> | \$217.50                | \$226.20                | \$233.00                | <b>509</b>              | \$282.00                | \$293.30                | \$302.10                |
| Painter                  | <b>514</b> | \$169.60                | \$176.40                | \$181.70                | <b>515</b>              | \$234.20                | \$243.60                | \$250.90                |
| Plasterer                | <b>520</b> | \$226.90                | \$236.00                | \$243.10                | <b>521</b>              | \$291.80                | \$303.50                | \$312.60                |
| Plumber                  | <b>526</b> | \$223.70                | \$232.60                | \$239.60                | <b>527</b>              | \$288.20                | \$299.70                | \$308.70                |
| Polisher                 | <b>532</b> | \$158.10                | \$164.40                | \$169.30                | <b>533</b>              | \$223.30                | \$232.20                | \$239.20                |
| Refrigeration mechanic   | <b>538</b> | \$237.40                | \$246.90                | \$254.30                | <b>539</b>              | \$301.70                | \$313.80                | \$323.20                |
| Scaffolder               | <b>544</b> | \$283.00                | \$294.30                | \$303.10                | <b>545</b>              | \$348.00                | \$361.90                | \$372.80                |
| Signwriter               | <b>548</b> | \$167.40                | \$174.10                | \$179.30                | <b>549</b>              | \$231.50                | \$240.80                | \$248.00                |
| Stonemason               | <b>552</b> | \$268.50                | \$279.20                | \$287.60                | <b>553</b>              | \$333.40                | \$346.70                | \$357.10                |
| Storeperson              | <b>556</b> | \$205.80                | \$214.00                | \$220.40                |                         |                         |                         |                         |
| Trades assistant         | <b>564</b> | \$205.80                | \$214.00                | \$220.40                | <b>565</b>              | \$270.20                | \$281.00                | \$289.40                |
| Truckdriver              | <b>570</b> | \$246.30                | \$256.20                | \$263.90                |                         |                         |                         |                         |
| Upholsterer              | <b>572</b> | \$141.60                | \$147.30                | \$151.70                | <b>573</b>              | \$205.70                | \$213.90                | \$220.30                |
| Welder                   | <b>574</b> | \$217.50                | \$226.20                | \$233.00                | <b>575</b>              | \$282.00                | \$293.30                | \$302.10                |
| Wood machinist           | <b>580</b> | \$167.40                | \$174.10                | \$179.30                | <b>581</b>              | \$231.50                | \$240.80                | \$248.00                |
| Const. worker trainee    | <b>443</b> | \$228.10                | \$237.20                | \$244.30                | <b>444</b>              | \$293.60                | \$305.30                | \$314.50                |



## A2.2 Apprentice single fortnightly payment rates

(1) Apprentice SFP rates – Brisbane City (i.e. Brisbane CBD) only

| Position*                     | Depot apprentices |                         |                         |                         | Non-depot apprentices |                         |                         |                         |
|-------------------------------|-------------------|-------------------------|-------------------------|-------------------------|-----------------------|-------------------------|-------------------------|-------------------------|
|                               | Code              | as at<br>1 Sept<br>2022 | as at<br>1 Sept<br>2023 | as at<br>1 Sept<br>2024 | Code                  | as at<br>1 Sept<br>2022 | as at<br>1 Sept<br>2023 | as at<br>1 Sept<br>2024 |
| Carpenter (C)                 | <b>306</b>        | \$218.40                | \$227.10                | \$233.90                | <b>307</b>            | \$282.80                | \$294.10                | \$302.90                |
| Carpenter (M)                 | <b>308</b>        | \$189.30                | \$196.90                | \$202.80                | <b>309</b>            | \$254.10                | \$264.30                | \$272.20                |
| Electrical fitter / mech. (C) | <b>312</b>        | \$219.40                | \$228.20                | \$235.00                | <b>313</b>            | \$284.20                | \$295.60                | \$304.50                |
| Electrical fitter / mech. (M) | <b>314</b>        | \$190.30                | \$197.90                | \$203.80                | <b>315</b>            | \$255.20                | \$265.40                | \$273.40                |
| Electrical tradesperson (C)   | <b>318</b>        | \$219.40                | \$228.20                | \$235.00                | <b>321</b>            | \$284.20                | \$295.60                | \$304.50                |
| Electrical tradesperson (M)   | <b>319</b>        | \$190.30                | \$197.90                | \$203.80                | <b>323</b>            | \$255.20                | \$265.40                | \$273.40                |
| Fitter & turner (C)           | <b>326</b>        | \$219.40                | \$228.20                | \$235.00                | <b>327</b>            | \$284.20                | \$295.60                | \$304.50                |
| Fitter & turner (M)           | <b>328</b>        | \$190.30                | \$197.90                | \$203.80                | <b>329</b>            | \$255.20                | \$265.40                | \$273.40                |
| Joiner (C)                    | <b>335</b>        | \$212.30                | \$220.80                | \$227.40                | <b>336</b>            | \$274.70                | \$285.70                | \$294.30                |
| Joiner (M)                    | <b>337</b>        | \$184.10                | \$191.50                | \$197.20                | <b>338</b>            | \$246.70                | \$256.60                | \$264.30                |
| Mechanical fitter (C)         | <b>371</b>        | \$219.40                | \$228.20                | \$235.00                | <b>372</b>            | \$284.20                | \$295.60                | \$304.50                |
| Mechanical fitter (M)         | <b>373</b>        | \$190.30                | \$197.90                | \$203.80                | <b>374</b>            | \$255.20                | \$265.40                | \$273.40                |
| Painter (C)                   | <b>383</b>        | \$234.90                | \$244.30                | \$251.60                | <b>384</b>            | \$281.60                | \$292.90                | \$301.70                |
| Painter (M)                   | <b>385</b>        | \$188.40                | \$195.90                | \$201.80                | <b>386</b>            | \$252.90                | \$263.00                | \$270.90                |
| Plumber (C)                   | <b>395</b>        | \$215.20                | \$223.80                | \$230.50                | <b>396</b>            | \$280.70                | \$291.90                | \$300.70                |
| Plumber (M)                   | <b>397</b>        | \$187.60                | \$195.10                | \$201.00                | <b>398</b>            | \$252.10                | \$262.20                | \$270.10                |
| Refrigeration mechanic (C)    | <b>407</b>        | \$239.00                | \$248.60                | \$256.10                | <b>408</b>            | \$303.40                | \$315.50                | \$325.00                |
| Refrigeration mechanic (M)    | <b>409</b>        | \$210.10                | \$218.50                | \$225.10                | <b>410</b>            | \$274.80                | \$285.80                | \$294.40                |
| Stonemason (C)                | <b>415</b>        | \$281.60                | \$292.90                | \$301.70                | <b>416</b>            | \$346.30                | \$360.20                | \$371.00                |
| Stonemason (M)                | <b>417</b>        | \$252.90                | \$263.00                | \$270.90                | <b>418</b>            | \$317.70                | \$330.40                | \$340.30                |

\* (C) = construction work; (M) = maintenance work

(2) Apprentice SFP rates - all other regions

| Position               | Depot apprentices |                         |                         |                         | Non-depot apprentices |                         |                         |                         |
|------------------------|-------------------|-------------------------|-------------------------|-------------------------|-----------------------|-------------------------|-------------------------|-------------------------|
|                        | Code              | as at<br>1 Sept<br>2022 | as at<br>1 Sept<br>2023 | as at<br>1 Sept<br>2024 | Code                  | as at<br>1 Sept<br>2022 | as at<br>1 Sept<br>2023 | as at<br>1 Sept<br>2024 |
| Carpenter              | <b>308</b>        | \$189.30                | \$196.90                | \$202.80                | <b>309</b>            | \$254.10                | \$264.30                | \$272.20                |
| Electrical fitter      | <b>314</b>        | \$190.30                | \$197.90                | \$203.80                | <b>315</b>            | \$255.20                | \$265.40                | \$273.40                |
| Electrical mechanic    | <b>314</b>        | \$190.30                | \$197.90                | \$203.80                | <b>315</b>            | \$255.20                | \$265.40                | \$273.40                |
| Electrician            | <b>324</b>        | \$190.30                | \$197.90                | \$203.80                | <b>323</b>            | \$255.20                | \$265.40                | \$273.40                |
| Fitter & turner        | <b>328</b>        | \$190.30                | \$197.90                | \$203.80                | <b>329</b>            | \$255.20                | \$265.40                | \$273.40                |
| Glazier                | <b>332</b>        | \$185.60                | \$193.00                | \$198.80                | <b>333</b>            | \$250.70                | \$260.70                | \$268.50                |
| Joiner                 | <b>339</b>        | \$189.30                | \$196.90                | \$202.80                | <b>340</b>            | \$254.10                | \$264.30                | \$272.20                |
| Mechanical fitter      | <b>373</b>        | \$190.30                | \$197.90                | \$203.80                | <b>374</b>            | \$255.20                | \$265.40                | \$273.40                |
| Painter                | <b>385</b>        | \$188.40                | \$195.90                | \$201.80                | <b>386</b>            | \$252.90                | \$263.00                | \$270.90                |
| Plumber                | <b>397</b>        | \$187.60                | \$195.10                | \$201.00                | <b>398</b>            | \$252.10                | \$262.20                | \$270.10                |
| Refrigeration mechanic | <b>409</b>        | \$210.10                | \$218.50                | \$225.10                | <b>410</b>            | \$274.80                | \$285.80                | \$294.40                |
| Signwriter             | <b>413</b>        | \$185.60                | \$193.00                | \$198.80                | <b>414</b>            | \$169.60                | \$176.40                | \$181.70                |
| Stonemason             | <b>417</b>        | \$252.90                | \$263.00                | \$270.90                | <b>418</b>            | \$317.70                | \$330.40                | \$340.30                |
| Upholsterer            | <b>421</b>        | \$177.80                | \$184.90                | \$190.40                | <b>422</b>            | \$242.60                | \$252.30                | \$259.90                |
| Wood machinist         | <b>423</b>        | \$185.60                | \$193.00                | \$198.80                | <b>424</b>            | \$250.70                | \$260.70                | \$268.50                |

(3) Adult apprentice SFP rates – Brisbane City (i.e. Brisbane CBD) only

| Depot adult apprentices     |            |                         |                         |                         | Non-depot adult apprentices |                         |                         |                         |
|-----------------------------|------------|-------------------------|-------------------------|-------------------------|-----------------------------|-------------------------|-------------------------|-------------------------|
| Position*                   | Code       | as at<br>1 Sept<br>2022 | as at<br>1 Sept<br>2023 | as at<br>1 Sept<br>2024 | Code                        | as at<br>1 Sept<br>2022 | as at<br>1 Sept<br>2023 | as at<br>1 Sept<br>2024 |
| Electrical tradesperson (C) | <b>347</b> | \$239.30                | \$248.90                | \$256.40                | <b>348</b>                  | \$303.90                | \$316.10                | \$325.60                |
| Joiner (C)                  | <b>353</b> | \$211.00                | \$219.40                | \$226.00                | <b>354</b>                  | \$273.80                | \$284.80                | \$293.30                |
| Painter (C)                 | <b>355</b> | \$215.30                | \$223.90                | \$230.60                | <b>356</b>                  | \$280.60                | \$291.80                | \$300.60                |
| Plumber (C)                 | <b>359</b> | \$214.80                | \$223.40                | \$230.10                | <b>360</b>                  | \$279.60                | \$290.80                | \$299.50                |
| Refrigeration mechanic (C)  | <b>363</b> | \$259.20                | \$269.60                | \$277.70                | <b>364</b>                  | \$323.50                | \$336.40                | \$346.50                |
| Stonemason (C)              | <b>367</b> | \$280.70                | \$291.90                | \$300.70                | <b>368</b>                  | \$345.30                | \$359.10                | \$369.90                |

\* (C) = construction work

(4) Adult apprentice SFP rates - all other regions

| Depot adult apprentices |            |                         |                         |                         | Non-depot adult apprentices |                         |                         |                         |
|-------------------------|------------|-------------------------|-------------------------|-------------------------|-----------------------------|-------------------------|-------------------------|-------------------------|
| Position                | Code       | as at<br>1 Sept<br>2022 | as at<br>1 Sept<br>2023 | as at<br>1 Sept<br>2024 | Code                        | as at<br>1 Sept<br>2022 | as at<br>1 Sept<br>2023 | as at<br>1 Sept<br>2024 |
| Carpenter               | <b>341</b> | \$217.50                | \$226.20                | \$233.00                | <b>342</b>                  | \$281.70                | \$293.00                | \$301.80                |
| Drainer                 | <b>345</b> | \$221.70                | \$230.60                | \$237.50                | <b>346</b>                  | \$286.40                | \$297.90                | \$306.80                |
| Electrician             | <b>347</b> | \$239.30                | \$248.90                | \$256.40                | <b>348</b>                  | \$303.90                | \$316.10                | \$325.60                |
| Glazier                 | <b>351</b> | \$213.30                | \$221.80                | \$228.50                | <b>352</b>                  | \$278.00                | \$289.10                | \$297.80                |
| Painter                 | <b>355</b> | \$215.30                | \$223.90                | \$230.60                | <b>356</b>                  | \$280.60                | \$291.80                | \$300.60                |
| Plumber                 | <b>359</b> | \$214.80                | \$223.40                | \$230.10                | <b>360</b>                  | \$279.60                | \$290.80                | \$299.50                |
| Refrigeration mechanic  | <b>363</b> | \$259.20                | \$269.60                | \$277.70                | <b>364</b>                  | \$323.50                | \$336.40                | \$346.50                |
| Stonemason              | <b>367</b> | \$280.70                | \$291.90                | \$300.70                | <b>368</b>                  | \$345.30                | \$359.10                | \$369.90                |

### A2.3 Distant work allowances

| Allowance                         | Rate  | Code       | 1 Sept 2022 | 1 Sept 2023 | 1 Sept 2024 |
|-----------------------------------|-------|------------|-------------|-------------|-------------|
| Distant work meal allowance       | Daily | <b>671</b> | \$85.49     | \$88.91     | \$91.58     |
| Distant work incidental allowance | Daily | <b>672</b> | \$20.59     | \$21.41     | \$22.05     |
| Remote area work allowance        | Daily | <b>675</b> | \$31.41     | \$32.67     | \$33.65     |
| Remote island work allowance      | Daily | <b>676</b> | \$35.67     | \$37.10     | \$38.21     |

### A2.4 Tradesperson and apprentice allowances

| Allowance                                       | Rate        | Code       | 1 Sept 2022 | 1 Sept 2023 | 1 Sept 2024 |
|---|-------------|------------|-------------|-------------|-------------|
| On-call allowance                               | Daily       | <b>606</b> | \$39.63     | \$41.22     | \$42.46     |
| Fares and travel allowance - own MV - depot     | Daily       | <b>688</b> | \$17.13     | \$17.82     | \$18.35     |
| Fares and travel allowance - own MV - non-depot | Daily       | <b>690</b> | \$17.48     | \$18.18     | \$18.73     |
| Fares and travel allowance - government MV      | Daily       | <b>689</b> | \$16.89     | \$17.57     | \$18.10     |
| Tool allowance                                  | Fortnightly | <b>209</b> | \$63.90     | \$66.50     | \$68.50     |

### A2.5 Foreperson allowances

| Allowance                                   | Rate        | Code       | 1 Sept 2022 | 1 Sept 2023 | 1 Sept 2024 |
|---|-------------|------------|-------------|-------------|-------------|
| Tool allowance - carpenter/joiner           | Fortnightly | <b>210</b> | \$74.30     | \$77.30     | \$79.60     |
| Tool allowance - plumber/gas fitter         | Fortnightly | <b>211</b> | \$74.30     | \$77.30     | \$79.60     |
| Tool allowance - plasterer/tiler            | Fortnightly | <b>212</b> | \$60.80     | \$63.20     | \$65.10     |
| Tool allowance - bricklayer                 | Fortnightly | <b>213</b> | \$52.20     | \$54.30     | \$55.90     |
| Tool allowance - stonemason                 | Fortnightly | <b>214</b> | \$52.20     | \$54.30     | \$55.90     |
| Tool allowance - signwriter/painter/glazier | Fortnightly | <b>215</b> | \$17.60     | \$18.30     | \$18.80     |
| Tool allowance - licensed drainer           | Fortnightly | <b>216</b> | \$17.60     | \$18.30     | \$18.80     |
| Tool allowance - engineering stream         | Fortnightly | <b>217</b> | \$59.60     | \$62.00     | \$63.90     |
| Tool allowance - cabinet maker              | Fortnightly | <b>218</b> | \$74.30     | \$77.30     | \$79.60     |

|   |       |            |         |         |         |
|---|-------|------------|---------|---------|---------|
| Uniform allowance - week days                 | Daily | <b>285</b> | \$0.60  | \$0.62  | \$0.64  |
| Uniform allowance - weekends                  | Daily | <b>284</b> | \$0.60  | \$0.62  | \$0.64  |
| Fares & travel allowance - own MV - depot     | Daily | <b>685</b> | \$17.13 | \$17.82 | \$18.35 |
| Fares & travel allowance - own MV - non-depot | Daily | <b>687</b> | \$17.48 | \$18.18 | \$18.73 |
| Fares & travel allowance - government MV      | Daily | <b>686</b> | \$16.89 | \$17.57 | \$18.10 |

#### A2.6 Site allowance

| Total contract value of construction project | Hourly site allowance                                      |
|--|--|
| \$2.4 million to \$6.5 million               | \$1.95   |
| \$6.5 million to \$16 million                | \$2.15   |
| \$16 million to \$32.1 million               | \$2.40   |
| \$32.1 million to \$64.1 million             | \$2.80   |
| \$64.1 million to \$128.3 million            | \$3.35   |
| \$128.3 million to \$192.3 million           | \$3.45   |
| \$192.3 million to \$256.4 million           | \$3.55   |
| \$256.4 million to \$384.7 million           | \$3.65   |
| \$384.7 million to above                     | An additional 10 cents per \$100 million (or part thereof) |

#### A2.7 Other allowances

| Allowance                                     | Rate        | 1 Sept 2022 | 1 Sept 2023 | 1 Sept 2024 |
|---|-------------|-------------|-------------|-------------|
| Excess kilometres                             | Per km      | \$0.93      | \$0.97      | \$1.00      |
| Skill infrastructure delivery and maintenance | Fortnightly | \$45.00     | \$46.80     | \$48.20     |

## APPENDIX 3: COST OF LIVING ADJUSTMENT (COLA)

### PART 1 – Cost of Living Adjustment (COLA) Payments

#### 1.1. Definitions

The following definitions apply for the purposes of the Cost-of-Living Adjustments (COLA) Payments provisions outlined in this Appendix:

**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*.

**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).

**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).

**COLA payment percentage** – see clause 3.2 of this Appendix.

**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. Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.

**eligible employee** – see Part 2 of this Appendix.

**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 October 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.

**wage increase under the Agreement** – means the wage increase of either 4%, 4% or 3%, as specified in clause 2.1 of this Agreement, that occurs at the commencement of an *agreement year*.

### PART 2 – Eligibility

- 2.1. *Eligible employees* covered by this Agreement may be entitled to receive Cost of Living Adjustment (COLA) payments based on the *calculation dates*, for up to three years only, and ending for the *calculation date* of 31 August 2025.
- 2.2. 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.
- 2.3. In recognition of employee mobility across the sector, where an employee would otherwise be an *eligible employee* in accordance with clause 2.2, 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 the Employee Relations team within Human Resources by email [employeerelations@epw.qld.gov.au](mailto:employeerelations@epw.qld.gov.au).

*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.*

- 2.4.** 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.*

- 2.5.** 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.*

- 2.6.** 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.*

- 2.7.** In addition to the other requirements of Part 2 herein, 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*.

## **PART 3 – Calculation and payments**

### ***Step One***

- 3.1.** A COLA Payment is only payable if, for the relevant *agreement year*, *CPI* exceeds the *wage increase under the Agreement*.

### ***Step Two***

- 3.2.** 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%, i.e. 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%, i.e. 3.5%. However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.

### **Step Three**

- 3.3. 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:*

- $a = 100 / (1 + 0.04)$
- $a = 96.1538$
- $\$90,000 \text{ adjusted by } 96.1538\% = \underline{\$86,538.42};$

### **Step Four**

- 3.4. The figure from clause 3.3 above is then multiplied by the COLA Percentage calculated in clause 3.2 above to determine the particular employee's COLA Payment for that *agreement year*.

*Example: The COLA percentage is 3%.*

- $\$86,538.42 \text{ multiplied by } 3\% = \underline{\$2,596.15}$

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

## **PART 4 – Timing of information and payments**

- 4.1. For *eligible employees* under clause 2.2 above, if payable, the relevant COLA Payment will be made within two (2) months following the relevant *calculation date* and release of the *CPI*.
- 4.2. For *eligible employees* under clause 2.3 above, 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 2.3 above.
- 4.3. The department will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

## APPENDIX 4: CLASSIFICATION STRUCTURE AND LEVEL DESCRIPTORS - TRADESPERSONS

### A4.1 QBuild classification level 1 (LV01)

*Relativity to tradesperson – 88.1%*

- (1) An employee at LV01 works under general supervision in one or more skill streams contained within this structure and will:
  - (a) have successfully completed, in accordance with recognised prior learning principles, a construction skills test equivalent to the required competency standards; or
  - (b) have successfully completed relevant structured training equivalent to the required competency standards.

#### (2) Skills and duties

An employee at this level performs work to the extent of their skills, competence and training. Employees will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. They will undertake indicative tasks within the scope of the skills that they possess.

An employee at this level:

- (a) may be part of a self-directed team;
  - (b) may be required to perform a range of duties across the two main skill streams contained within the FSA11;
  - (c) works from instructions and procedures;
  - (d) assists in the provision of on-the-job training to a limited degree;
  - (e) is responsible for assuring the quality of their own work;
  - (f) completes the paperwork required to ensure projects are completed; and/or
  - (g) has the ability to work in a safe manner as not to cause injury to themselves or others.
- (3) Indicative tasks

Indicative tasks that an employee may perform at this level include the following:

- (a) Building trades stream
  - (i) coordinate work in a team environment or work individually under general supervision;
  - (ii) use of precision measuring instruments;
  - (iii) basic material handling functions;
  - (iv) operation of small plant and pneumatic machinery;
  - (v) inventory and store control;
  - (vi) use of a range of hand tools and oxy welding equipment;
  - (vii) knowledge of the construction process and understanding of the sequencing of construction functions;
  - (viii) provision of first aid assistance to other employees.

(b) Engineering stream

- (i) work under direct supervision either individually or in a team environment;
- (ii) understand and utilise basic statistical process control procedures;
- (iii) repetition work on automatic, semi-automatic or single purpose machines or equipment;
- (iv) assembly of components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- (v) basic soldering or butt and spot welding skills or cuts scrap with oxyacetylene blow pipe;
- (vi) use selected hand tools;
- (vii) boiler cleaning;
- (viii) maintaining simple records;
- (ix) use of hand trolleys and pallet trucks;
- (x) assisting in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

(4) The LV01 classification incorporates the following (traditionally used) job titles/positions:

- (a) labourer;
- (b) trades assistant.

#### **A4.2 QBuild classification level 2 (LV02)**

*Relativity to tradesperson – 92.8%*

(1) An employee at LV02 works under limited supervision in one or more skill streams contained within this structure and will:

- (a) have successfully completed, in accordance with recognised prior learning principles, a construction skills test equivalent to the required competency standards; or
- (b) have successfully completed relevant structured training equivalent to the required competency standards.

(2) Skills and duties

An employee at this level performs work to the extent of their skills, competence and training. Employees will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. They will undertake indicative tasks within the scope of the skills that they possess.

An employee at this level:

- (a) can work at a level higher than that of an employee at LV01;
- (b) may be part of a self-directed team;
- (c) may be responsible for the supervision of one or more employees working at LV01;
- (d) can interpret plans and drawings relevant to their functions;
- (e) assists with the provision of on-the-job training;



- (d) assumes responsibility for allocating tasks within a work team within the area of the employee's skills, competence and training;
- (e) has some responsibility for the ordering and purchasing of materials within defined parameters;
- (f) has the ability to work in a safe manner as not to cause injury to themselves or others;
- (h) is able to sequence functions relevant to the employee's work team;
- (i) completes the paperwork required to ensure projects are completed; and/or
- (j) applies quality control techniques to the employee's own work and other employees within the work team.

(3) Indicative tasks

Indicative tasks that an employee may perform at this level include the following:

(a) Building trades stream

- (i) coordinates work in a team environment or works individually under general supervision;
- (ii) use of precision measuring instruments;
- (iii) basic material handling functions;
- (iv) operation of small plant and pneumatic machinery;
- (v) inventory and store control;
- (vi) use of a range of hand tools and oxy welding equipment;
- (vii) knowledge of the construction process and understanding of the sequencing of construction functions;
- (viii) provision of first aid assistance to other employees.

(b) Engineering stream

- (i) work under routine supervision either individually or in a team environment;
- (ii) operating flexibly between assembly stations;
- (iii) operation of machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at LV01;
- (iv) non-trade engineering skills;
- (v) basic tracing and sketching skills;
- (vi) receiving, dispatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container/s in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- (vii) basic inventory control in the context of a production process;
- (viii) basic keyboard skills;
- (ix) advanced soldering techniques;
- (x) operation of machinery requiring certification at 1D or 1E level;

- (xi) operation of mobile equipment including industrial trucks and cranes;
  - (xii) ability to measure accurately;
  - (xiii) assisting one or more tradespersons;
  - (xiv) welding requiring the exercise of skill and knowledge beyond that of an employee at LV01;
  - (xv) erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae;
  - (xvi) assisting in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainees.
- (4) The LV02 classification incorporates the following (traditionally used) job titles/positions:
- (a) labourer (with additional skills);
  - (b) trades assistant (with additional skills).

#### **A4.3 QBuild classification level 3 (LV03)**

*Relativity to tradesperson – 96.2%*

- (1) An employee at LV03 works under limited supervision in one or more skill streams contained within this structure and will:
- (a) have successfully completed, in accordance with recognised prior learning principles, a construction skills test equivalent to the required competency standards; or
  - (b) have successfully completed relevant structured training equivalent to the required competency standards.
- (2) Skills and duties

An employee at this level performs work to the extent of their skills, competence and training. Employees will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. They will undertake indicative tasks within the scope of the skills that they possess.

An employee at this level:

- (a) can work at a level higher than that of an employee at LV02;
- (b) may be part of a self-directed team;
- (c) may be responsible for the supervision of one or more employees working at LV01 or LV02;
- (d) coordinates work in a team environment or works individually under general supervision;
- (e) can interpret plans and drawings relevant to their functions;
- (f) assists with the provision of on-the-job training;
- (g) assumes responsibility for allocating tasks within a work team within the area of the employee's skills, competence and training;
- (h) has some responsibility for the ordering and purchasing of materials within defined parameters;
- (i) has the ability to work in a safe manner as not to cause injury to themselves or others;
- (j) is able to sequence functions relevant to the employee's work team;

- (k) completes the paperwork required to ensure projects are completed;
- (l) applies quality control techniques to the employee's own work and other employees within the work team;(m)
- (n) and/or
- (o) can utilise basic problem-solving skills.

(3) Indicative tasks

Indicative tasks that an employee may perform at this level include the following:

(a) Building trades stream

- (i) calculation of safe loads and stress factors;
- (ii) accurate measurements using specialised equipment;
- (iii) non-trades maintenance of relevant plant and equipment;
- (iv) anticipation and planning for constant changes to the work environment.

(b) Engineering stream

- (i) use of precision measuring instruments;
- (ii) machine setting, loading and operation;
- (iii) rigging (certified);
- (iv) inventory and store control, including licensed operation of all appropriate materials handling equipment;
- (v) use of tools and equipment within the scope (basic non-trades) maintenance;
- (vi) computer operation at a level higher than that of an employee at LV02;
- (vii) intermediate keyboard skills;
- (viii) basic engineering, fault finding and repair skills;
- (ix) basic quality checks on the work of others;
- (x) licensed and certified for industrial truck, machinery and/or crane operating at a level higher than LV02;
- (xi) knowledge of QBuild's operation as it relates to the work process;
- (xii) lubrication of production machinery and similar equipment;
- (xiii) assisting in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainees;
- (xiv) in addition to the primary task of assisting tradespersons, an employee at LV03 may be required to drive a vehicle (over 1.27t) used in connection with the work of a work team;
- (xv) delivery, installation, adjustment and testing of electronic products, not requiring the skill of a tradesperson.

(4) The LV03 classification incorporates the following (traditionally used) job titles/positions:

- (a) certified scaffolder;
- (b) labourer (with additional trade skills);
- (c) trades assistant (with additional trade skills).

#### **A4.4 QBuild classification level 4 (LV04)**

*Relativity to tradesperson – 100%*

- (1) An employee at LV04 works individually or in a team environment in a trade contained within this structure and will:
  - (a) have successfully completed a relevant trade apprenticeship or its AQF equivalent; or
  - (b) have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level; and
  - (c) possess a certificate of trade.

#### **(2) Skills and duties**

An employee at this level performs work to the extent of their skills, competence and training. Employees will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. They will undertake indicative tasks within the scope of the skills that they possess.

An employee at this level:

- (a) understands quality control techniques;
- (b) has the ability to inspect products and/or materials for conformity with established standards;
- (c) has good interpersonal communications skills;
- (d) has the ability to work in a safe manner as not to cause injury to themselves or others;
- (e) has the ability to exercise discretion and utilise basic fault-finding skills in the cause of their work;
- (f) has the ability to work under general supervision either individually or in a team environment;
- (g) completes the paperwork required to ensure projects are completed; and/or
- (h) has the ability to instruct apprentices in the correct performance of work.

#### **(2) Indicative tasks**

Indicative tasks that an employee may perform at this level include the following:

- (a) Building trades stream
  - (i) trade skills associated with a relevant certified trade within the scope of this structure;
  - (ii) non-trade tasks incidental to their work;
  - (iii) informal on-the-job guidance to a limited degree;
  - (iv) instruction of apprentices in the correct performance of trade-related skills;
- (b) Engineering stream
  - (i) approve and pass first off samples and maintains quality of product;

- (ii) work from production drawings, prints or plans;
  - (iii) operate, set up and adjust all production machinery in a plant including production process welding to the extent of training;
  - (iv) perform a range of engineering maintenance functions, including lubrication of production equipment and running adjustments to production equipment;
  - (v) operate all lifting equipment;
  - (vi) basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
  - (vii) understand and apply computer techniques as they relate to production process operations;
  - (viii) operation of machinery requiring certification at 1A or 2A levels;
  - (ix) high level stores and inventory responsibility beyond the requirements of an employee at LV03;
  - (x) assisting in the provision of on-the-job training in conjunction with tradespersons and trainers;
  - (xi) sound knowledge of QBuild's operations as it relates to the production process.
- (4) The LV04 classification incorporates the following (traditionally used) job titles/positions:
- (a) boiler maker;
  - (b) bricklayer;
  - (c) carpenter;
  - (d) electrical fitter;
  - (e) electrical mechanic;
  - (f) fitter & turner;
  - (g) floor specialist;
  - (h) glazier;
  - (j) joiner;
  - (k) drainer (with interim licence);
  - (l) painter;
  - (m) plasterer;
  - (n) plumber (with interim licence);
  - (o) shopfitter;
  - (p) signwriter;
  - (q) stone mason;
  - (r) tiler
  - (s) unlicensed electrician;

- (t) unlicensed refrigeration mechanic;
- (u) welder;
- (v) wood machinist.

#### **A4.5 QBuild classification level 5 (LV05)**

*Relativity to tradesperson – 105%*

- (1) An employee at LV05 works individually or in a team environment and will:
  - (a) have successfully completed an additional 12 points of relevant structured training from another trade (at AQF3 level) or post-trade in addition to the requirements of a LV04; or
  - (b) have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level.
- (2) The above training requirements may be obtained in relation to a range of skills in comparable trades other than that in which the employee is primarily employed, which would allow the employee to perform a range of duties across trades as required by QBuild.
- (3) In order to be classified at this level, a tradesperson may be required to establish that they have undertaken the necessary training (either on or off-the-job) or have the necessary experience and are competent to perform the duties involved as well as meet existing licensing requirements, where applicable.
- (4) Skills and duties

An employee at this level performs work to the extent of their skills, competence and training. Employees will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. They will undertake indicative tasks within the scope of the skills that they possess.

A LV05 employee works above and beyond a LV04 employee and to the level of their training:

- (a) exercises the skills attained through satisfactory completion of the training and standards prescribed for this classification or through satisfactory completion of a skills assessment for this classification;
  - (b) provides guidance and assistance as part of a work team;
  - (c) understands and implements quality control techniques;
  - (d) works in a safe manner so as not to injure themselves or other employees;
  - (e) exercises discretion within the scope of this level;
  - (f) works under general supervision either individually or in a team environment; and/or
  - (g) completes the paperwork required to ensure projects are completed.
- (5) Indicative tasks

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

- (a) Building trades stream
  - (i) assist in the provision of on-the-job training in conjunction with other tradespersons and supervisors;

- (ii) operate and maintain a wide range of complex machines or equipment in the workplace;
  - (iii) apply relevant legislation to work of self and others;
  - (iv) carry out any other tasks as directed in accordance with level of skill and training;
  - (v) utilises trade skills not related to the employee's designated core trade.
- (b) Engineering stream
- (i) exercise the skills attained through satisfactory completion of the training and standards prescribed for this classification or equivalent;
  - (ii) exercise discretion within the scope of this level;
  - (iii) work under general supervision either individually or in a team environment;
  - (iv) understand and implement quality control techniques;
  - (v) exercises trade skills relevant to the specific requirements of QBuild at a level higher than LV04;
- (6) The LV05 classification incorporates the following (traditionally used) job titles/positions:
- (a) boiler maker;
  - (b) bricklayer;
  - (c) carpenter;
  - (d) electrical fitter;
  - (e) electrical mechanic;
  - (f) fitter & turner;
  - (g) floor specialist;
  - (h) glazier;
  - (i) joiner;
  - (j) licensed drainer;
  - (k) licensed electrician;
  - (l) licensed plumber;
  - (m) licensed refrigeration mechanic;
  - (n) mechanic;
  - (o) painter;
  - (p) plasterer;
  - (q) hopfitter;
  - (r) signwriter;
  - (s) stone mason;
  - (t) tiler;

- (u) welder;
- (v) wood machinist.

#### **A4.6 QBuild classification level 6 (LV06)**

*Relativity to tradesperson – 110%*

- (1) An employee at LV06 works individually or in a team environment and will:
  - (a) have successfully completed an additional 12 points of relevant structured training from another trade (at AQF3 level) or post-trade in addition to the requirements of a LV05; or
  - (b) have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level; or
  - (c) licensed plumbing and/or drainers, engineering or metal tradespersons, upon acquiring and being required to use additional licences and/or endorsements that equate to 12 points from the licensing/qualifications matrix in addition to the requirements of a LV05.
- (2) The above training requirements may be obtained in relation to a range of skills in comparable trades other than that in which the employee is primarily employed, which would allow the employee to perform a range of duties across trades as required by QBuild.
- (3) In order to be classified at this level, a tradesperson may be required to establish that they have undertaken the necessary training (either on or off-the-job) or have the necessary experience and are competent to perform the duties involved as well as meet existing licensing requirements, where applicable.
- (4) Skills and duties

An employee at this level performs work to the extent of their skills, competence and training. Employees will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. They will undertake indicative tasks within the scope of the skills that they possess.

A LV06 employee works above and beyond a LV05 employee and to the level of their training:

- (a) exercises the skills attained through satisfactory completion of the training and standards prescribed for this classification;
  - (b) provides guidance and assistance as part of a work team;
  - (c) assists in the provision of training in conjunction with supervisors and trainers;
  - (d) understands and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
  - (e) works in a safe manner so as not to injure themselves or other employees;
  - (f) is able to identify hazards and unsafe work practices which may affect others in the team environment;
  - (g) exercises excellent interpersonal skills;
  - (h) performs work under limited supervision either individually or in a team environment;
  - (i) completes the paperwork required to ensure projects are completed; and/or
  - (j) exercises discretion within their level of skill.
- (5) Indicative tasks



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

(a) Building trades stream

- (i) exercise high precision trade skills using various materials and/or specialised techniques;
- (ii) utilise additional trade licences;
- (iii) utilise post-trade skills;
- (iv) utilise trade skills not related to the employees' designated core trade;
- (v) performs tasks on a CAD/CAM terminal in performance of routine modifications.

(b) Engineering stream

- (i) provide trade guidance and assistance as part of a work team;
- (ii) assist in the provision of training in conjunction with supervisors and trainers;
- (iii) understand and implements quality control techniques;
- (iv) work under limited supervision either individually or in a team environment;
- (v) exercise high precision trade skills using various materials and/or specialist techniques;
- (vi) install, repair, maintain, test modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
- (vii) work on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

(6) The LV06 classification incorporates the following (traditionally used) job titles/positions:

- (a) boiler maker;
- (b) bricklayer;
- (c) carpenter;
- (d) electrical fitter;
- (e) electrical mechanic;
- (f) fitter & turner;
- (g) floor specialist;
- (h) glazier;
- (i) joiner;
- (j) licensed drainer;
- (k) licensed electrician;
- (l) licensed plumber;
- (m) licensed refrigeration mechanic;

- (n) mechanic;
- (o) painter;
- (p) plasterer;
- (q) shopfitter;
- (r) signwriter;
- (s) stone mason;
- (t) tiler;
- (u) welder;
- (v) wood machinist.

#### **A4.7 QBuild classification level 7 (LV07)**

*Relativity to tradesperson – 115%*

- (1) An employee at LV07 works individually or in a team environment and will:
  - (a) have successfully completed an additional 12 points of relevant structured training from another trade (at AQF3 level) or post-trade in addition to the requirements of a LV06; or
  - (b) have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level; or
  - (c) licensed plumbing and/or drainers, engineering or metal tradespersons, upon acquiring and being required to use additional licences and/or endorsements that equate to 12 points from the licensing/qualifications matrix in addition to the requirements of a LV06.
- (2) The above training requirements may be obtained in relation to a range of skills in comparable trades other than that in which the employee is primarily employed, which would allow the employee to perform a range of duties across trades as required by QBuild.
- (3) In order to be classified at this level, a tradesperson may be required to establish that they have undertaken the necessary training (either on or off-the-job) or have the necessary experience and are competent to perform the duties involved as well as meet existing licensing requirements, where applicable.
- (4) Skills and duties

An employee at this level performs work to the extent of their skills, competence and training. Employees will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. They will undertake indicative tasks within the scope of the skills that they possess.

A LV07 employee works above and beyond a LV06 employee and to the level of their training:

- (a) exercises the skills attained through satisfactory completion of the training and standards prescribed for this classification;
- (b) provides guidance and assistance as part of a work team;
- (c) assists in the provision of training in conjunction with supervisors and trainers;
- (d) understands and implements good quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels and provide solutions;

- (e) works in a safe manner so as not to injure themselves or other employees;
- (f) is able to identify hazards and unsafe work practices which may affect others in the team environment;
- (g) exercises excellent interpersonal and communication skills;
- (h) performs work under limited supervision either individually or in a team environment;
- (i) completes the paperwork required to ensure projects are completed; and/or
- (j) exercises discretion within their level of skill.

(5) Indicative tasks

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

(a) Building trades stream

- (i) exercise high precision trade skills using various materials and/or specialised techniques;
- (ii) utilise additional trade licences;
- (iii) utilise post-trade skills;
- (iv) utilise trade skills not related to the employees' designated core trade;
- (v) perform tasks on a CAD/CAM terminal in performance of routine modifications.

(b) Engineering stream

- (i) work under limited supervision;
- (ii) work on machinery or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry controls or a combination thereof;
- (iii) work on machinery or equipment which utilise complex electrical/electronic circuitry and controls;
- (iv) work on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical or fluid power principles;
- (v) work on complex or intricate interconnected electrical circuits at a level above a LV06;
- (vi) work on complex radio/communication equipment.

(6) The LV07 classification incorporates the following (traditionally used) job titles/positions:

- (a) boiler maker;
- (b) bricklayer;
- (c) carpenter;
- (d) electrical fitter;
- (e) electrical mechanic;
- (f) fitter & turner;
- (g) floor specialist;

- (h) glazier;
- (i) joiner;
- (j) licensed drainer;
- (k) licensed electrician;
- (l) licensed plumber;
- (m) licensed refrigeration mechanic;
- (n) mechanic;
- (o) painter;
- (p) plasterer;
- (q) shopfitter;
- (r) signwriter;
- (s) stone mason;
- (t) tiler;
- (u) welder;
- (v) wood machinist.

#### **A4.8 QBuild classification level 8 (LV08)**

*Relativity to tradesperson – 120%*

- (1) An employee at LV08 works individually or in a team environment and will:
  - (a) have successfully completed an additional 12 points of relevant structured training from another trade (at AQF3 level) or post-trade in addition to the requirements of a LV07; or
  - (b) have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level; or
  - (c) licensed plumbing and/or drainers, engineering or metal tradespersons, upon acquiring and being required to use additional licences and/or endorsements that equate to 12 points from the licensing/qualifications matrix in addition to the requirements of a LV07.
- (2) The above training requirements may be obtained in relation to a range of skills in comparable trades other than that in which the employee is primarily employed, which would allow the employee to perform a range of duties across trades as required by QBuild.
- (3) In order to be classified at this level, a tradesperson may be required to establish that they have undertaken the necessary training (either on or off-the-job) or have the necessary experience and are competent to perform the duties involved as well as meet existing licensing requirements, where applicable.
- (4) Skills and duties

An employee at this level performs work to the extent of their skills, competence and training. Employees will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. They will undertake indicative tasks within the scope of the skills that they possess.

A LV08 employee works above and beyond a LV07 employee and to the level of their training:

- (a) provides training to apprentices within their trade area;
- (b) completes the paperwork required to ensure projects are completed.

(5) Indicative tasks

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

(a) Building trades stream

- (i) exercise high precision trade skills using various materials and/or specialised techniques;
- (ii) utilise additional trade licences;
- (iii) utilise post-trade skills;
- (iv) utilise trade skills not related to the employees' designated core trade;
- (v) perform tasks on a CAD/CAM terminal in performance of routine modifications.

(b) Engineering stream

- (i) undertake quality control and work organisation at a level higher than a LV07;
- (ii) provide trade guidance and assistance as part of a work team;
- (iii) assist in the provision of training to employees in conjunction with supervisors/trainers;
- (iv) perform maintenance planning and predictive maintenance work not in technical fields;
- (v) prepare reports of a technical nature on specific tasks or assignments as directed;
- (vi) exercise broad discretion within the scope of this level;
- (vii) work under limited supervision either individually or in a team environment;
- (viii) work on machinery or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry controls or a combination thereof;
- (ix) work on machinery or equipment which utilise complex electrical/electronic circuitry and controls;
- (x) work on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical or fluid power principles;
- (xi) work on complex or intricate interconnected electrical circuits at a level above a LV07;
- (xii) work on complex radio/communication equipment.

(6) The LV08 classification incorporates the following (traditionally used) job titles/positions:

- (a) boiler maker;
- (b) bricklayer;
- (c) carpenter;
- (d) electrical fitter;

- (e) electrical mechanic;
- (f) fitter & turner;
- (g) floor specialist;
- (h) glazier;
- (i) joiner;
- (j) licensed drainer;
- (k) licensed electrician;
- (l) licensed plumber;
- (m) licensed
- (n) refrigeration mechanic;
- (o) mechanic;
- (p) painter;
- (q) plasterer;
- (r) shopfitter;
- (s) signwriter;
- (t) stone mason;
- (u) tiler;
- (v) welder;
- (w) wood machinist.

#### **A4.9 QBuild classification level 9 (LV09)**

*Relativity to tradesperson – 125%*

- (1) An employee at LV09 works individually or in a team environment and will:
  - (a) have successfully completed an additional 12 points of relevant structured training from another trade (at AQF3 level) or post-trade in addition to the requirements of a LV08; or
  - (c) have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level; or
  - (d) licensed plumbing and/or drainers, engineering or metal tradespersons, upon acquiring and being required to use additional licences and/or endorsements that equate to 12 points from the licensing/qualifications matrix in addition to the requirements of a LV08.
- (2) The above training requirements may be obtained in relation to a range of skills in comparable trades other than that in which the employee is primarily employed, which would allow the employee to perform a range of duties across trades as required by QBuild.
- (3) In order to be classified at this level, a tradesperson may be required to establish that they have undertaken the necessary training (either on or off-the-job) or have the necessary experience and are competent to perform the duties involved as well as meet existing licensing requirements, where applicable.
- (4) Skills and duties

An employee at this level performs work to the extent of their skills, competence and training. Employees will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. They will undertake indicative tasks within the scope of the skills that they possess.

A LV09 employee works above and beyond a LV08 employee and to the level of their training:

- (a) provides training of to apprentices within their trade area;
- (b) completes the paperwork required to ensure projects are completed.

(5) Indicative tasks

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

(a) Building trades stream

- (i) exercise high precision trade skills using various materials and/or specialised techniques;
- (ii) utilise additional trade licences;
- (iii) utilise post-trade skills;
- (iv) utilise trade skills not related to the employees' designated core trade;
- (v) perform tasks on a CAD/CAM terminal in performance of routine modifications.

(b) Engineering stream

- (i) undertake quality control and work organisation at a level higher than a LV08;
- (ii) provide trade guidance and assistance as part of a work team;
- (iii) assist in the provision of training to employees in conjunction with supervisors/trainers;
- (iv) perform maintenance planning and predictive maintenance work not in technical fields;
- (v) work under limited supervision either individually or in a team environment;
- (vi) prepare reports of a technical nature on specific tasks or assignments as directed;
- (vii) exercise broad discretion within the scope of this level;
- (viii) work on combinations of machines or equipment which utilise complex electronic, mechanical and fluid power principles;
- (ix) work on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical or fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry;
- (x) apply computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than a LV08;
- (xi) work on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems using integrated circuitry;
- (xii) detailed drafting involving originality of thought which requires the exercise of judgement and skill in excess of that required of a LV08 under the supervision of Technical and/or Professional Staff;

- (xiii) engage in planning or technical duties requiring judgement and skill in excess of that required of a LV08 under the supervision of Technical and/or Professional Staff;
- (iv) exercise a level of cross skilling in technical fields as defined.



(6) The LV09 classification incorporates the following (traditionally used) job titles/positions:

- (a) advanced engineering tradesperson (level I);
- (b) boiler maker;
- (c) bricklayer;
- (d) carpenter;
- (e) electrical fitter;
- (f) electrical mechanic;
- (g) fitter & turner;
- (h) floor specialist;
- (i) glazier;
- (j) joiner;
- (k) licensed drainer;
- (l) licensed electrician;
- (m) licensed plumber;
- (n) licensed refrigeration mechanic;
- (o) mechanic;
- (p) painter;
- (q) plasterer;
- (r) shopfitter;
- (s) signwriter;
- (t) stone mason;
- (u) tiler;
- (v) welder;
- (w) wood machinist.

**A4.10 QBuild classification level 10 (LV10)**

*Relativity to tradesperson – 130%*

(1) An employee at LV10 works individually or in a team environment and will:

- (a) have successfully completed an additional 12 points of relevant structured training from another trade (at AQF3 level) or post-trade in addition to the requirements of a LV09; or
- (b) have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level; or

- (c) licensed plumbing and/or drainers, engineering or metal tradespersons, upon acquiring and being required to use additional licences and/or endorsements that equate to 12 points from the licensing/qualifications matrix in addition to the requirements of a LV09.
- (2) The above training requirements may be obtained in relation to a range of skills in comparable trades other than that in which the employee is primarily employed, which would allow the employee to perform a range of duties across trades as required by QBuild.
- (3) In order to be classified at this level, a tradesperson may be required to establish that they have undertaken the necessary training (either on or off-the-job) or have the necessary experience and are competent to perform the duties involved as well as meet existing licensing requirements, where applicable.
- (4) Skills and duties

An employee at this level performs work to the extent of their skills, competence and training. Employees will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. They will undertake indicative tasks within the scope of the skills that they possess.

A LV10 employee works above and beyond a LV09 employee and to the level of their training.

- (a) provides training to apprentices within their trade area;
- (b) completes the paperwork required to ensure projects are completed.

(5) Indicative tasks

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

- (a) Building trades stream
  - (i) exercise high precision trade skills using various materials and/or specialised techniques;
  - (ii) utilise additional trade licences;
  - (iii) utilise post-trade skills;
  - (iv) utilise trade skills not related to the employees' designated core trade;
  - (v) perform tasks on a CAD/CAM terminal in performance of routine modifications.
- (b) Engineering stream
  - (i) provide technical guidance or advice within the scope of this level;
  - (ii) prepare reports of a technical nature on specific tasks or assignments as directed or within the scope of discretion at this level;
  - (iii) knowledge and understanding of the operating principle of the systems and equipment on which a tradesperson is required to carry out their task;
  - (iv) assist in the provision of on-the-job training in conjunction with supervisors and trainers;
  - (v) through a systems approach, exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles;
  - (vi) set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operation skills at a higher level than a LV09;

- (vii) work on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
  - (viii) work on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry;
  - (ix) undertake drafting or planning or technical duties which require the exercise of judgement and skill in excess of that required at LV09;
  - (x) exercise a level of cross skilling in technical fields as defined, consistent with the training and experience at this grade.
- (6) The LV10 classification incorporates the following (traditionally used) job titles/positions:
- (a) advanced engineering tradesperson (level II);
  - (b) boiler maker;
  - (c) bricklayer;
  - (d) carpenter;
  - (e) electrical fitter;
  - (f) electrical mechanic;
  - (g) fitter & turner;
  - (h) floor specialist;
  - (i) glazier;
  - (j) joiner;
  - (k) licensed drainer;
  - (l) licensed electrician;
  - (m) licensed plumber;
  - (n) licensed refrigeration mechanic;
  - (o) mechanic;
  - (p) painter;
  - (q) plasterer;
  - (r) shopfitter;
  - (s) signwriter;
  - (t) stone mason;
  - (u) tiler;
  - (v) welder;
  - (w) wood machinist.



## **SIGNATORIES**

Signed for and on behalf of **THE CROWN IN THE RIGHT OF THE STATE OF QUEENSLAND** through the Director-General, Department of Energy and Public Works (on behalf of QBuild)

*Paul Martyn*.....  
(Signature of Authorised Officer)

Paul Martyn.....  
(Name of Authorised Office in Full)

*Teresa Moore*.....  
(Signature of Witness)

Teresa Moore.....  
(Name of Witness in Full)

Dated this 14/07/2023.....

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

*Rohan Webb*.....  
(Signature of Authorised Officer)

Rohan Webb.....  
(Name of Authorised Officer in Full)

*Ashleigh Wood*.....  
(Signature of Witness)

Ashleigh Wood.....  
(Name of Witness in Full)

Dated this 17/07/2023.....

Signed for and on behalf of **Plumbers & Gasfitters Employees' Union Queensland, Union of Employees**

*Gary O'Halloran*.....  
(Signature of Authorised Officer)

Gary O'Halloran.....  
(Name of Authorised Officer in Full)

*Alexandra Parsons*.....  
(Signature of Witness)

Alexandra Parsons.....  
(Name of Witness in Full)

Dated this 17/07/2023.....

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

*Stacey.Lee.Schinnerl*.....  
(Signature of Authorised Officer)

Stacey Lee Schinnerl.....  
(Name of Authorised Officer in Full)

*Melinda.Jane.Chisholm*.....  
(Signature of Witness)

Melinda Jane Chisholm.....  
(Name of Witness in Full)

Dated this 17/07/2023.....

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

*William.Kane.Lowth*.....  
(Signature of Authorised Officer)

William Kane Lowth.....  
(Name of Authorised Officer in Full)

*Emma.Eaves*.....  
(Signature of Witness)

Emma Eaves.....  
(Name of Witness in Full)

Dated this 11/07/2023.....

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

*Peter.Ong*.....  
(Signature of Authorised Officer)

Peter Ong.....  
(Name of Authorised Officer in Full)

*Luke.Ellis*.....  
(Signature of Witness)

Luke Ellis.....  
(Name of Witness in Full)

Dated this 17/07/2023.....

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

*Alexander Patrick Scott*.....  
(Signature of Authorised Officer)

Alexander Patrick Scott.....  
(Name of Authorised Officer in Full)

*Daniel Henry Goldman*.....  
(Signature of Witness)

Daniel Henry Goldman.....  
(Name of Witness in Full)

Dated this                   17/07/2023.....