



ALL TRADES QUEENSLAND PTY LTD

APPRENTICE/TRAINEE
UNION COLLECTIVE AGREEMENT
2012 - 2015

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UNION COLLECTIVE AGREEMENT

1. Parties to Agreement

This Union Collective Agreement (UCA) is made between:

- i. (The Employer) ALL TRADES QUEENSLAND PTY LIMITED ABN 99 115 379 461 and
- ii. Construction Forestry Mining and Energy Union
- iii. Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union
- iv. Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Electrical Division)
- v. Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Plumbing Division)
- vi. The apprentices and trainee's of the employer, as defined in this agreement.

2. Definitions

Act means the Vocational Education Training and Employment Act 2000 as varied from time to time.

Adult means any employee who is twenty one years of age or over at the time of commencing an apprenticeship or traineeship.

All other trades means those callings approved in accordance with the Act and generally associated with the furnishing or other industry where the majority of work is performed in a workshop or factory. Without limiting the meaning it will include the following apprenticeship callings: cabinetmaking, french polisher, wood machinist, off-site glaziers and flooring.

Commercial construction sites means a worksite

- a) upon which commercial building construction work is taking place and
- b) where the host employer performs commercial building construction work; and
- c) where, in relation to the building construction work being undertaken, the host employer is subject to a workplace agreement within the meaning of the Workplace Relations Act 1996.

Construction Trades means those callings approved in accordance with the Act and generally associated with the building and construction and civil construction industries where the majority of work is performed on a construction site. Without limiting the meaning it will include the following apprenticeship callings: carpenters, plumbers, electricians, roof plumbers, painters, tilers, plasterers, bricklayers, shop fitters, glaziers, joiners, stonemasons, sprinkler fitters and may include other engineering trades which are engaged in construction from time to time.

Employer means All Trades Queensland Pty Limited.

Employee means persons engaged as an apprentice or trainee in accordance with the Act.

Engineering Trades means those callings approved in accordance with the Act and generally associated with the engineering industry where the majority of work is performed in a workshop or factory. Without limiting the meaning it will include the following apprenticeship callings: boilermakers, sheet metal workers, fitters & turners, coach & motor body builders, mechanical fitters, heavy vehicle mechanics, diesel fitters, fitting machinists, higher engineering trades (HET), aircraft engineer, avionics, electrical engineering, electrical fitter instrumentation, watchmaker, armature rewinder, engine reconitioner, die setter, tool maker, radio and TV technician, printers and boat builders.

Automotive Trades means those callings approved in accordance with the Act and generally associated with the automotive industries where the majority of work is performed in a workshop. Without limiting the meaning it will include the following apprenticeship callings; auto electricians, spray painters, panel beaters and light vehicle mechanics.

50 Kilometer radius means 50 kilometer radius from the Brisbane GPO for apprentices residing within Brisbane, or 50 kilometer radius from Southport GPO for apprentices residing within the Gold Coast or 50 kilometer radius from Maroochydore GPO for apprentices living on the Sunshine Coast.

Host Employer shall mean an employer which acts as an employment and training agent on behalf of the employer in accordance with contractual arrangements entered into prior to the engagement of an employee.

FWA refers to Fair Work Australia.

Pay period means a period of one week duration whereby the end of the pay period in each week is Monday with subsequent wages paid each week on Thursday. Pay advice slips will be processed and distributed fortnightly unless requested weekly by employee.

School based apprenticeship or traineeship means a contract of training and paid employment where a school student's time table or curriculum reflects a combination of work, training and school study, which together lead to the award of a senior certificate or its equivalent, and progress towards, or the attainment of, a vocational qualification.

Shift worker shall mean work done by separate relays of employees working recognised hours preceding, during or following the ordinary working hours

It shall include an employee who:

- I. is employed by a host employer in which shifts may be continuously rostered 24 hours a day, 7 days a week; and
- II. is regularly rostered to work those shifts.
- III. works afternoon shift means any shift finishing after 6pm and at or before midnight or where the majority of hours falls between those hours.
- IV. works nightshift means any shift starting after midnight and finishing before 8am or where the majority of hours falls between those hours.

Traineeships means those traineeship callings approved in accordance with the Act without limiting the meaning shall include: clerical, education, information technology, engineering, automotive, food processing, construction, dry cleaning, hospitality, plastics, printing, retail, service stations, security systems, sports, warehouse, horticulture, waste management, civil construction, scaffolding and plant operator.

UCA means Union Collective Agreement herein after referred to as the agreement.

3. Relationships to Awards, Agreements and Other Documents

- a) This agreement incorporates the terms of the following awards
- Building Products, Manufacture and Minor Maintenance Award - State 2003 [NAPSA – Qld]
 - Building Construction Industry Award - State 2003 [NAPSA - Qld]
 - Civil Construction, Operations And Maintenance General Award - State 2003 [NAPSA - Qld]
 - Electrical Contracting Industry Award - State [NAPSA - Qld]
 - Engineering Award - State 2002 [NAPSA - Qld]
 - Furniture and Allied Trades Award - State 2003 [NAPSA - Qld]
 - Metal, Engineering and Associated Industries Award 1998 - Part I
 - National Training Wage Award 2000
 - Plumbing Industry (QLD and WA) Award 1999
 - Wages and Conditions (Excluding certain Queensland Government Entities) 2003 and the QIRC Order- Supply of Tools to Apprentices.

as varied from time to time.

Further at such time that the above awards become invalid and Queensland Corporations are required to follow the relevant Modern Award as replaces the NAPSA, the following shall be incorporated into this agreement:

- Building and Construction General On-site Award 2010
 - Electrical, Electronic and Communications Contracting Award 2010
 - Manufacturing and Associated Industries and Occupations Award 2010
 - Plumbing and Fire Sprinklers Award 2010
 - Timber Industry Award 2010
 - Vehicle Manufacturing, Repair, Services and Retail Award 2010
- b) Where there is any inconsistency between a term in this agreement and a term in an award referred to in (a) which has been incorporated, the term in this agreement shall take precedence to the extent of the inconsistency.
- c) In incorporating award terms into this agreement they are to be read as altered to incorporate necessary changes resulting from them being provisions of an agreement rather than provisions of an award. For example, the words “this award” would become “this agreement”.
- d) All employee’s must diligently perform all the duties and responsibilities as defined in their Conditions of Employment and observe all policies, procedures and guidelines of the employer. These policies, procedures and guidelines shall be provided to the employee at the time of engagement and updated from time to time. The Conditions of Employment is available on the company’s website.
- e) It is acknowledged that differences may occur from time to time in relation to interpretation and other issues which may affect the intent of this agreement. In order to deal with these issues the parties to this agreement undertake to meet from time to time to discuss any matter relevant to any of the parties with the view to resolve the matters without the need to utilize dispute mechanisms contained in this agreement. This may also involve the assistance of independent bodies that the parties consider relevant to the issue at hand.
- f) Thereafter resolution of any issue may be expressed in the form of an exchange of letters between the parties.
- g) Preservation of existing employee’s salaries for this agreement has been implemented so as not to cause any reduction in existing salaries. If an employee does not fall into any of the salary scales set out in Appendix F and G, their salary will be preserved and will further receive the wage increases set out in clause 16.

4. Period of Operation

This agreement will take effect:

- For new employees who commence after the agreement has been made, upon commencement of employment.
- For existing employees, from the start of the first pay period after the date of lodgment with Fair Work Australia.

It will have a nominal expiry date of 31 October 2015.

5. Disclosure

Nothing in this agreement prohibits or restricts, in any way, disclosure of the contents of this agreement by any party to any other person.

6. Probationary Period

- All new Apprentices will be on probation for the first 65 working days of engagement.
- All new Trainees will be on probation for the first 20 working days of engagement.

During these probationary periods, work performance will be assessed on a regular basis. At any time during the probationary period, and where there is sufficient reason the employer may terminate the employment of an employee by giving one week's notice. During the probation period, an employee may terminate their employment by providing the same notice to the employer or forfeit monies due to the amount equal to the amount the employee would have received.

The employer reserves the right to pay the employee for any period of notice where the employer does not require the employee to work the required notice period or where the apprentice fails to provide notice.

7. Basis of Employment

All employees will be engaged as one of the following:

7.1 A *full time employee* works 38 hours per week other than an employee engaged on commercial construction sites (as defined) where the hours worked are 36 hours per week. Beyond this, the employee may be offered additional hours, from time to time (see clause 10 for additional hours arrangements). All full time employees are entitled to annual leave and personal leave at the full prescribed rate based on a 38 hour week as set out in this agreement.

7.2 A *part time employee* is employed on a weekly basis on ordinary hours which average less than 38 hours in any one week. The employer on engagement will set an employee's ordinary hours. Beyond these, the employee may be offered additional hours from time to time (see clause 10 for additional hours arrangements). Part time employees are entitled to annual leave and personal leave on a pro-rata basis of the prescribed rate (including allowances where relevant), as set out in this agreement, according to the ordinary hours of work. Provided further that all part time employees shall be engaged on conditions no less favourable to those arrangements approved under the Act.

7.3 A school based employee shall be engaged on conditions no less favourable to those arrangements approved under the Act. Provided that school based employees shall not be entitled to payment for attendance at college as required under the Act, annual leave, personal leave and public holidays not worked. All other conditions and entitlements shall be as per appendix F and provided further that employees shall receive a 20% loading in lieu of payment for these forms of leave which have been incorporated into the wage rates in appendix F and G.

8. Inclement Weather

This clause only applies to the Construction trades as defined.

8.1 Should a portion of the work be affected by inclement weather all employees affected will be entitled to cease work if no other work is available. Inclement weather means the existence of rain, hail, snow, high wind, severe dust storm, extreme of high or low temperature or where it is not safe for employees exposed to continue working.

8.2 All employees will be entitled to payment by the employer for ordinary time lost through inclement weather for up to 32 hours in every calendar month providing the apprentice has telephoned the office by 8.30am on the rain effected morning to allow the employer to advise of an alternative work place.

8.3 No employee will be entitled to receive more than 32 hours inclement weather payment in any calendar month, the number of hours at the credit of any employee at any time will not exceed 32 hours.

9. Hours of Work

a) With the exception of shift workers as defined, the ordinary hours subject to b) below for the purpose of this agreement shall not exceed 38 hours per week and shall be worked between 6.00 am and 6.00pm on any or all of the days Monday to Friday.

b) For those employees engaged on commercial construction sites the ordinary hours shall not exceed 36 hours per week and shall be between 6.00am and 6.00pm on any or all of the days Monday to Friday.

c) The ordinary hours of work shall be worked continuously, except for a meal break and rest pauses.

d) Different methods of implementation of the hours of work may be applied to the various groups or sections of employees by agreement.

10. Additional Hours - Overtime

All time worked outside the spread of ordinary hours in clause 9 or before the ordinary starting time or after the ordinary ceasing time shall be deemed overtime and shall be paid for at one and a half times the ordinary rate for the first 2 hours and double time thereafter.

Overtime will only be paid where:

(a) hours are worked outside the spread of ordinary hours or are in excess of 38 hours in any one week with the exception of employees engaged on commercial construction sites where these employees work a 36 hour week.

(b) Saturday – employees required to work overtime on Saturday shall be paid at one and a half times the ordinary rate for the first 2 hours and double time thereafter.

(c) Sunday - all overtime worked on Sunday shall be paid at the rate of double time.

All travel time, outside the 50 kilometer radius, will be paid at single ordinary time.

All overtime work on Saturday or Sunday must be for a minimum period of 3 hours work or payment thereof.

11. Meal and Rest Breaks

- a) Employees are entitled to an unpaid meal break of 30 minutes, after each five hours worked. Provided further that where the employee cannot have a meal break between the fourth and sixth hour of employment, the employee shall be entitled to be paid at the rate of double time until such time as the employee has a meal break or ceases work for the day whichever is the earliest.
- b) Employees are entitled to a paid rest period of 10 minutes, in each four hour period worked, to be taken at a time convenient to the business.
- c) A meal allowance of \$12.50 will be paid, on any day, Monday to Friday, where the employee works more than one and a half hours overtime and then again after every additional 4 hours work has been completed or the employee shall be supplied with a reasonable meal at the employer's expense.
- d) Weekend meal allowances will be paid after eight (8) hrs work has been completed and then after every additional 4 hours work has been completed.
- e) Employees who are required to continue work after their usual ceasing time shall be entitled to a paid crib break on the following basis:
 - 1) thirty (30) minute paid crib break to be taken at the usual ceasing time where the overtime is of at least 2 hours duration, or at least one hour's duration, if such overtime extends beyond 6pm.
 - 2) further 45 minutes paid crib break shall be provided after each period of 4 hours work. No deduction of pay shall be made in respect of any such crib breaks.
 - 3) an employee who works so much overtime between the termination of their ordinary work in one day and the commencement of their ordinary work on the next day must have at least ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- f) Employees who through working overtime, cannot obtain their ordinary method of transport to or from their homes, shall be transported to or from their homes by the employer or be paid such expenses that are incurred in traveling to or from their homes.

12. Shift employees penalty rates

- a) Nightshift employees shall receive a penalty rate of 30% for all ordinary hours worked excluding Saturday and Sunday.
- b) For all other shift worker employees they shall receive a penalty rate of 20% for all ordinary hours worked excluding nightshift and Saturday and Sunday.
- c) For shift work where overtime rates will apply, employees shall be paid at the rate of double time for all overtime hours worked.
- d) A shift may be claimed where the greater part of the hours worked are outside the normal span of hours of 6am to 6pm.

If the shift work is for a period of less than 5 days shift penalties will not apply and standard overtime rates will apply instead.

- e) For all work performed at weekends the shift work penalty will not apply and the following penalties will apply in place of:
- *Saturdays* – first two (2) hours at time and a half remainder at double time
 - *Sundays* – all work performed on a Sunday will be paid at double time.

13. Allowances

Tool Allowance – a tool allowance is paid as per appendix 'H' of this agreement.

- a. Fares & Travel Allowance – an allowance of \$14.50 per day for Construction trades as defined. This allowance covers any employee who is required to travel in their own time and in their own vehicle to and from their place of work, away from their host employers workshop or recognised place of business but within the 50 kilometer radius as defined. Work outside the 50 km radius is classified as country work and any time spent traveling to or from work outside of the 50 km radius is ordinary time plus 55 cents per kilometer. An extra allowance of 55 cents per kilometer is payable if the employee uses their own vehicle between jobs or workplaces during the course of the day if instructed by the host employer.
- b. The Fares & Travel Allowance will be increased to \$15.00 per day from the next effective pay increase in September 2013.
- c. Fares and Travel Allowance are not paid for sick days, annual leave days, public holidays, personal days or whilst attending TAFE. Fares and Travel Allowance is also not paid if the apprentice is supplied with a company vehicle, working on a fixed site or is picked up from home and taken back to home by the host employer. If the apprentice is picked up by the host employer from the apprentices home or the apprentice is supplied with a vehicle, the apprentices ordinary time starts from the time they are picked up or leave home until the time they are taken home or arrive home.
- d. Motor vehicle allowance – Employees who use their own vehicles for work purposes and are not paid the Fares & Travel allowance of \$14.50 per day will be paid 80 cents per kilometre for such work related travel. This does not include travel to and from work.
- e. Living away from home allowance – an allowance of \$50.00 per day will be paid in addition to the supply of accommodation if the host employer is not supplying decent meals. If the host employer is only supplying part meals the entitlement to be paid is \$10.00 for breakfast, \$15.00 for lunch and \$25.00 for dinner. Accommodation provided by the employer shall be in a single room or in a twin room if single rooms are not available and have adequate furnishings, bedding, floor coverings, lighting and be provided with hot and cold running water. The accommodation must have adequate heating and/or cooling.
- f. Emergency Work - where practicable, suitable waterproof clothing shall be supplied by the host employer to the employees who are required to work in the rain. Notwithstanding the foregoing, where in the performance of their work an employee gets their clothes wet, they shall be paid double time or applicable rate for all work so performed and such payment shall continue until the employee is able to change into dry clothing or until they cease work, whichever is the earlier.
- g. First Aid Allowance - when an employee is appointed by the host employer to be responsible for carrying out first aid duties as they may arise and holds a recognised first aid qualification from the Australian Red Cross Society, St. Johns Ambulance Association or similar body and is required by the employer or host employer to hold that qualification and who performs duties in addition to normal duties shall be paid an additional \$2.14 per day.

- h. Height Money - employees, other than linespersons and their assistants, required to perform work at a height from 15.25 meters to 22.87 meters from the ground or low-water level or nearest horizontal plane shall be paid at the rate of \$11.10 per week extra. Employees required to perform work at a height of over 22.87 meters from the ground or low-water level or nearest horizontal plane shall be paid at the rate of \$16.70 per week extra.
- i. Live Sewer Work - employees engaged on live sewer work shall be paid for all ordinary hours actually worked at the rate of time and a half for such work.

For this purpose "live sewer work" shall mean work carried out in situations where there is direct aerial connection with a sewer, through which sewerage is flowing. The term shall include mechanical and electrical equipment installed in association with any such sewer or sewerage pumping station or treatment works, but shall not apply to routine maintenance which does not require the dismantling of pumps etc. The term shall also include a minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping. Where aerial connection with a sewer is blocked by a disc, plug, valve, water seal or other means, the live sewer rate shall not apply.

Employees who are, on any day, required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) shall be paid not less than 4 hours at time and a half during ordinary hours or at the appropriate rate for overtime. All times involved in traveling to and from such operations shall be deemed to be time worked for this purpose.

- j. Toxic substances - an employee required to use toxic substances must be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials:
 - (i) employees using such materials will be provided with and will use all safeguards as are required by the Workplace Health and Safety Act
 - (ii) employees using toxic substances or materials or working in close proximity to employees who are will be paid an additional \$0.64c per hour.
- k. Wet work – employees working in any place where water is continually dripping on the employee so that their clothing and boots become wet or where there is water underfoot shall be paid 50 cents an hour extra whilst engaged in that work.
- l. Asbestos – employees required to use materials containing asbestos or to work in close proximity to employees using such materials will be provided with and will use all necessary safeguards as required by the appropriate occupational health authority. It is mandatory to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) employees will be paid \$1.76 per hour extra whilst engaged in this work.
- m. Confined spaces – an employee required to work in a confined space will be paid 63 cents extra per hour whilst working in the confined space.
- n. Dirty work – an employee engaged on unusually dirty work will be paid 50 cents per hour extra whilst working in those conditions.
- o. All other allowances not mentioned in this agreement have been incorporated in the pay scales as described in appendix F and G. Provided further that nothing in this agreement will prevent the parties from agreeing to additional amounts by mutual consent.

14. Supply of Workwear

- a) In order to assist employees with workwear expenses and promote a uniformly neat and tidy image, the employer will provide workwear as provided for in appendix 'E' (for a summary of supplied workwear see appendix 'E').
- b) All workwear will be supplied on the successful completion of the probation period and thereafter within three months of the change of year date of the individual employee (except where otherwise stated in appendix 'E') or on a fair wear and tear basis. Provided further that the supply of workwear will be subject to directives issued by the employer at the point of engagement.

15. Payment of Wages and Progression

- a) The timely payment of wages will be dependant upon the provision of accurate and detailed time sheets being presented and signed by the employee and the host employer within the designated time period.
- b) Where time sheets are not provided the employer has no way of knowing when and for how long any individual employee has worked therefore wages due will be paid on the provision of the signed time sheet, in the following pay period.
- c) In the event that providing a time sheet in any given week is not reasonably possible; the employee should contact the pay office prior to the time at which the time sheet should be provided for payment to occur.
- d) Wages will be paid after the end of the pay period into an account nominated by the employee. It is the obligation of the employee to provide the correct banking details to the employer and advise promptly if there are any changes to those details.
- e) Pay slips giving details of earnings and deductions will be issued, either electronically or in hard copy, fortnightly or upon request weekly.
- f) Any employee who enters an apprenticeship or traineeship by way of conversion from a previous training contract, whether fully or partly completed, shall receive credit for the time previously served when calculating the anniversary date for each year of the apprenticeship or traineeship. Provided further that where it is demonstrated that the apprentice or trainee is not up to the appropriate standard to warrant credit from previous service, the parties to the training contract may by mutual agreement accept a lesser rate and/or extend the anniversary date of entering into the subsequent year of the apprenticeship or traineeship.

Nothing in this agreement will prevent any party from utilizing the services of an independent body, authorized agent or the provisions of the dispute procedures in establishing levels of competence and the period of entry into subsequent wage levels.

Full time employees will generally work a full calendar year at each wage level. Where the employer and employee mutually agree, (if not agreed to, DETE will provide mediation) the nominal duration of any year of employment and wage level may be extended or reduced in recognition of:

- An employee failing to make satisfactory progress consistent with the training plan as confirmed by the supervising registered training organization (SRTO) and the employer;
- Where an employee gains competencies at a quicker rate than as outlined in the training plan and confirmed by the SRTO and the employer;

- Where an employee can demonstrate to the employer possession of relevant competencies, experience or knowledge that may have been gained prior to entering the training contract;
 - Where an employee can demonstrate to the employer possession of relevant competencies gained by the completion of a relevant pre apprenticeship or pre vocational course provided that the granting of such recognition is consistent with the provisions of the Act;
 - Where the expected duration of the apprenticeship or traineeship is varied consistent with the Act.
- g) Persons who commence an apprenticeship or traineeship after completing a pre apprenticeship, pre vocational or full time institutional training course recognised under the Act shall commence at wage level one, and six months after commencing their apprenticeship or traineeship shall progress to wage level two, provided that the granting of such recognition is consistent with the provisions of the Act.
- h) The anniversary date for part time and school based apprentices and trainees shall notionally be double the period for each nominal year prescribed in accordance with the training contract. For example the training contract is set for four years for a full time employee, the part time or school based employee shall serve a period of up to two years at each wage level.

Provided that the cumulative number of hours worked by the part time employee will allow for entry into a subsequent wage level where the total hours worked are the equivalent of a full year of service.

- i) Paying employees for undertaking an approved course of instruction or qualification
- 1) Time spent by the employee in undertaking an approved course of instruction or qualification, up to the maximum number of hours approved in accordance with the Act, is taken to be:
 - a. time worked for the employer; and
 - b. considered as ordinary working hours when calculating the employees wages and conditions.
 - 2) Subsection one applies irrespective of the way the course of instruction or qualification is delivered (eg block release, day release, workplace delivered training or correspondence).
 - 3) Despite sub section one, wages are not payable to school based employees.

16. Wage Rates

Pay scales and allowances for employees are attached to this agreement in Appendix 'F' and 'G'.

Wage increases under this agreement will be 3% per annum or any increases provided by the Australian Fair Pay Commission in a given twelve (12) month period, whichever is the greater. The first increase will be payable in the first pay period in September 2013 with subsequent increases made on a 12 monthly basis.

The above does not apply to Appendix G pay rates.

17. Superannuation

Superannuation contributions will be paid as required under the *Superannuation Guarantee (Administration) Act 1992*, as varied from time to time to either BUSSQ, CBUS, Energy Super or Australian Super. Ordinary time earnings upon which the superannuation percentage is calculated shall mean the ordinary time rate of pay the employee receives plus all allowances excluding fares and travel allowance (13a) and living away from home allowances (13e).

18. Leave Provisions

18.1 Annual Leave

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

The annual leave prescribed by 18.1 shall be exclusive of any of the holidays prescribed by clause 19 (Public Holidays) of this agreement and if any such holidays fall within an employees period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day these shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such a day had not been a holiday.

- a) Full time employees are entitled to four weeks paid annual leave for each completed year of service. Continuous shift workers will receive an additional week for each completed year of service.
- b) Part time employees will accrue paid annual leave on a pro-rata basis calculated on the set ordinary hours.
- c) The pay rate for annual leave is the ordinary pay rate, as set out in this agreement, at the time the annual leave is taken, plus a 17.5 per cent loading of that rate.
- d) Annual leave must be taken at a time mutually agreed between the employer and the employees with a minimum notice period of one (1) week. The leave is cumulative - i.e. unused balances carry over from year to year. However, annual leave should be taken within 12 months of the entitlement.
- e) If the leave is not taken within 12 months from the date of accrual, the employer may direct the employee to take leave with one weeks (1) notice.
- f) If the employee leaves the employment, or is dismissed for any reason, the employee will receive, on termination, a payment in lieu of any accrued annual leave entitlement. Calculation shall be based on an amount equal to one twelfth of gross ordinary earnings plus 17 ½% leave loading.

18.2 Personal Leave / Carers Leave

Permanent Employees are entitled to personal/careers leave in accordance with the National Employment Standards contained in the Fair Work Act.

- a) Personal leave is any leave taken in the circumstances of:
 - personal illness or injury (sick leave); or
 - to provide care or support to a member of their immediate family or household, because of a personal illness, injury or unexpected emergency affecting the member.
- b) If the employee is a full time employee, the entitlement to this leave accrues on a pro-rata basis from when the employee commenced employment. Employees are entitled to 10 days personal leave per year.
- c) If the employee is a part time employee, the entitlement to this leave accrues on a pro-rata basis from when the employee commenced employment. The yearly leave entitlement is linked to the set ordinary hours and will be calculated on a pro-rata basis. This leave can be claimed only for the days which employees would normally work.

- d) Personal leave is cumulative – i.e. unused balances carry over from year to year. The employer may grant additional unpaid personal leave for exceptional circumstances at the discretion of the employer.
- e) For the purposes of personal leave, the term immediate family or household member means a member of the employee's immediate family; a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an employee; or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.
- f) Payment for personal leave will be made based on the number of ordinary hours which would have been worked by the employee if the employee were not absent on personal leave.
- g) The employee must notify the employer of any impending or actual absences as soon as is practicable but in advance of their start time where possible so alternative arrangements can be made if necessary.
- h) A statutory declaration or medical certificate signed by a registered health practitioner will be required for absences of more than one day whether personal leave is claimed or not.
- i) A medical certificate or statutory declaration will be required where personal leave is claimed for a day/s where leave is taken either before or after a public holiday, before or after annual leave and before completion.

For all periods of personal/carers leave, an employee must give his or her employer notice of the taking of such leave as soon as practicable prior to their start time and must advise the employer of the expected period of the leave.

The employer is entitled to request evidence that would substantiate the reason for leave. A failure to either provide notice or, if required, evidence that would satisfy a reasonable person to substantiate the reasons for the leave, means the employee is not entitled to the leave.

18.3 Compassionate Leave

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

An Employee is entitled to 2 days of compassionate leave to spend time with a member of their immediate family or household who has sustained a life-threatening illness or injury. Compassionate leave may also be taken after the death of a member of the employee's immediate family or household.

An Employee may take compassionate leave for each occasion as;

- A single continuous two day period;
- Two separate periods of one day each;

For all periods of compassionate leave, an employee must give his or her employer notice of taking of such leave as soon as practicable and must advise the employer of the expected period of the leave.

The employer may request evidence if more than one period of Compassionate Leave has been taken within a 12 month period. A failure to either provide notice or, if required, evidence that would satisfy a reasonable person to substantiate the reasons for the leave, means the employee is not entitled to the leave.

18.4 Parental Leave

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

19. Public Holidays

Full and part time employees will be granted the following gazetted holidays or any other public holiday gazetted in the relevant State or Territory, without deduction in pay:

- New Years Day
- Australia Day
- Labour Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Christmas Day
- Boxing Day
- Show day (to be determined by the geographical location of the host employer)
- Any day appointed under the Holidays Act to be kept in place of such holiday.

All employees including school based employees required to work on a public holiday, will be entitled to be paid at a pay rate equal to double time and a half of applicable rate for a minimum of four hours pay.

20. Workplace Health and Safety

The employer and the employees, agree that a safe and secure workplace is important and the employer and the employee will comply with all Occupational Health & Safety laws. All employees will take all practicable steps to ensure their own safety while at work, and to ensure that no action or inaction by them while at work causes harm to any other person. All employees will ensure safety procedures are followed at all times.

Employees are to use the safety and protective equipment or clothing provided. They must familiarise themselves with the workplace health and safety rules and procedures of the employer and/or host employer. They will not misuse any equipment, plant or process that is provided to ensure workplace health and safety. Non compliance will result in disciplinary action being taken.

All accidents, incidents or hazards arising during the course of employment must be reported to the internal Workcover administrator as soon as possible. If any employee has any concerns in relation to safety or the safety of others in the company and/or workplace, they are to report them to the employer who will take all practicable steps to ensure the provision of a safe work environment.

21. Confidential Information

Confidential information includes all transactions, records and information pertaining to the business, and any other information, which the employer advises, is confidential.

Employees must not disclose any confidential information to any person, firm, company or other body, unless previously and expressly authorised in writing by the employer.

Employees will not use or attempt to use any confidential information in any manner and for any purpose other than the purpose of the business.

NB: This clause does not restrict the ability of the employees or the employer to disclose the contents of this agreement in accordance with clause 5.

22. Termination and Resignation

Except in the case of probationary employees, any termination of the training contract, made by the employer and the employee, must comply with the Act. The training contract may only be terminated with the express permission of the Department of Employment & Training, by written application or by mutual agreement of the employer and the employee.

The notice of termination required to be given by an employee when in probation shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give one weeks notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received.

23. Unsatisfactory Work Performance

- a) If the employer becomes concerned about an employees work performance, the employer will meet with the employee with the express purpose of relaying those concerns to the employee. The employer will advise the employee of the standard of work or behaviour that is required and discuss ways and methods to improve the employees work and conduct.
- b) The employer may give the employee some information about appropriate organisations that can offer assistance, training, counselling and/or dispute resolution to help the employee improve their work performance.
- c) The employer and the employee will have a discussion after which a reasonable period will be set for the employee to reach an acceptable work performance and/or conduct. The employment could result in a pursuit of cancellation of the training contract if acceptable performance levels or appropriate behaviour are not reached.
- d) The employer shall discuss with the employee, during the set period, whether there has been any improvement by the employee and, if necessary, to further warn the employee of possible termination of employment should the required standard not be reached.
- e) The content of the meetings and any subsequent warnings given to the employee will be put in writing, dated, and signed by the employer and the employee.
- f) If the employee cannot achieve an acceptable level of performance or behavior within the period set, application may be made to the Department of Employment & Training to terminate the training contract.
- g) In cases of serious misconduct the employer will contact the Department of Employment and Training with a view to suspending the employee on full pay during the investigations and possible termination of employment where serious misconduct has been proven.

24. Income Protection

The employer agrees to pay for all electrical employees as defined up to \$13.00 per week into Energy Super. All other apprentices and trainees will be covered by the All Trades Queensland Income Protection Benefit (see Appendix I).

25. Union Delegate's Rights

A union delegate shall have the right to:

- a) be treated fairly and to perform their role as union delegate without any discrimination in their employment;
- b) formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace;
- c) bargain collectively on behalf of those they represent;
- d) consultation, and access to reasonable information about the workplace and the business;
- e) reasonable access to stationery and other administrative facilities including telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union;
- f) take reasonable leave to attend delegate training

26. Union Training Leave

An employee appointed or elected as Union Delegate shall, upon application in writing to the employer, be granted up to two days paid leave each calendar year to attend relevant Union Delegate courses. Such courses shall be designed and structured with the objective of promoting good industrial relations within their industry.

Consultation may take place between the parties in the furtherance of this objective.

The application for leave shall be given to the employer in advance of the date of commencement of the course. The application for leave shall contain the following details:

- a) The name of the employee seeking the leave;
- b) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
- c) A general description of the content and structure of the course and the location where the course is to be conducted.

The Company shall advise the employee within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

The time of taking leave shall be arranged so as to minimize any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.

The employer shall not be liable for any additional expenses associated with an *employee's* attendance at a course other than the payment of ordinary time earnings for such absence.

Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's RDO or with any concessional leave.

An employee on request by the Company shall provide proof of their attendance at any course within 7

days. If an employee fails to provide such proof, the employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the employee.

Where an employee is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the employee shall receive payment if entitled under the provisions of the relevant award clause.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

27. Redundancy

If the apprentice is made redundant by the employer during his/her apprenticeship, the apprentice will be entitled to redundancy pay in accordance with the following scale.

| PERIOD OF CONTINUOUS SERVICE | REDUNDANCY PAY |
|------------------------------|----------------|
| At completion of one year | 4 weeks |
| At completion of two years | 6 weeks |
| At completion of three years | 7 weeks |
| At completion of four years | 8 weeks |

Week's pay means the gross weekly ordinary all purpose rate of pay as defined at the date of termination.

Provided that an apprentice shall be entitled to a pro rata payment for any period of continuous service which is less than a full year at any of the year levels referred to above.

No redundancy pay is payable where the employer has obtained agreed alternative employment for the apprentice outside the training contract.

No redundancy pay is payable where the employer terminates the apprentice upon completion of the term of the apprenticeship.

Before cancellation, the parties agree to actively pursue alternative placements for apprentices who may be made redundant.

28. Grievance and Dispute Settling Procedure

Refer to appendix A.

29. Consultation Procedure

Refer to appendix B.

30. Individual Flexibility Agreements

Refer to appendix C.

31. Anti Discrimination Provision

Refer to appendix D.

APPENDIX 'A'

GRIEVANCE AND DISPUTE SETTLING PROCEDURES

1. Parties to a dispute may appoint a person, organisation or union representative of their choosing to represent them in the dispute settlement process. The company agrees to engage with the union in good faith for the purposes of dispute resolution including by allowing the employees access to a relevant union official in the workplace to assist with representing employees dealing with a dispute under the terms of this dispute resolution procedure.
2. If a dispute arises about any matter under or in any way related to this agreement, the NES (including subsections 65(5) or 76(4) of the Fair Work Act), or any other work-related matter (including a dispute about whether a workplace right has been breached) the parties to the dispute will attempt to resolve the dispute at the workplace level. Where such discussions do not resolve the dispute the parties will attempt to resolve the dispute by further discussion with more senior levels of management.
3. A party may refer the dispute to Fair Work Australia (FWA) to settle the dispute where:
 - a) the dispute cannot be resolved at the workplace level; or
 - b) the dispute is not being progressed in a timely manner; or
 - c) there are aspects of the nature of the dispute which require the dispute to be dealt with urgently; or
 - d) the employer and the other party in dispute otherwise agree to refer the dispute.
4. FWA may deal with the dispute using all the procedures available to it under the Act and may attempt to settle the dispute by conciliation or mediation or, where the parties agree, a recommendation or expression of opinion by FWA. If the dispute remains unresolved, FWA may settle the dispute by arbitration.

A decision of FWA under this dispute resolution procedure will bind the parties.

Notwithstanding clause 4, either party may exercise a right of appeal against the decision to a Full Bench.

APPENDIX 'B'

CONSULTATION

5. Where the company is seriously considering, and prior to the taking of any definite decision on, the introduction of major workplace changes that are likely to have a significant effect on employees, the company must notify and consult with the employees and their union/s or other representative/s.
6. The employer must recognise the union (or other representative) and consult in good faith in relation to such proposed changes, including by allowing employees access to a relevant union official in the workplace to assist employees in the consultations relating to the proposed workplace changes.
7. The obligation to notify and consult includes providing all relevant details to the employees and their union/representative in writing about:
 - a) the nature of the changes, any proposed timing of the changes and the expected likely effect on employees; and
 - b) any measures the company is proposing to take to avert or mitigate any adverse effects of such changes on employees; and
 - c) any other matters related to the changes which may affect the employees.
8. In this clause major workplace changes that is likely to have a significant effect on employees includes:
 - a) termination of employment
 - b) changes to composition, operation or size of the workforce or the skills required of employees
 - c) elimination or diminution of job opportunities (including promotion/tenure)
 - d) alteration of hours of work
 - e) retraining, relocation or restructuring

APPENDIX 'C'

INDIVIDUAL FLEXIBILITY AGREEMENTS

Where the company wants to enter into a variation agreement it must provide a written proposal to the employee. Where the employee's understanding of written English is limited, the company must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

1. The company must ensure that any variation agreement is genuinely agreed to by the company and the employee and that the terms of the variation agreement:
 - a) Are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b) Relates only to;
 - i. Time between which ordinary hours are worked
 - ii. Salary sacrifice agreements
 - iii. Reduction in ordinary hours
 - iv. Increase in annual leave accruing each year
 - v. Increase in rate of accrual of Rostered days off
 - vi. Increase in training leave (union or otherwise)
 - c) Are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - d) Result in the employee being better off overall than the employee would be if no arrangement (variation agreement) was made.
2. The company must also ensure that any such variation agreement is:
 - a) In writing (including details of the terms that will be varied, how the variation agreement will vary the effect of the Enterprise Agreement terms, how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences)
 - b) Includes the name of the employer and employee
 - c) Signed by the parties, and if the employee is under 18, by a parent or guardian of the employee
 - d) Provided to the employee within 14 days after it is agreed to
 - e) Able to be terminated by either party giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.
3. Where any of the requirements of this clause 34 are not met, the variation agreement is of no effect.
4. Upon request the employer must provide copies of all flexibility agreements made under this clause to the Union/employee representative.

APPENDIX 'D'

ANTI DISCRIMINATION PROVISION

There is an expressed commitment by the Company to prohibit discrimination against applicants or Employees in employment, promotion, demotion, transfer, recruitment, recruitment advertising, stand downs, termination, rates of pay and other forms of compensation, and selection for training.

The Company will respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

- (a) Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this agreement;
- (b) Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (c) All employees subject to this agreement agree to abide by all policies, procedures and guidelines which relate to Anti Discrimination provision.

APPENDIX 'E'

Supply of Workwear

All workwear will be supplied on the successful completion of the probation period and thereafter within three months of the change of year date of the individual employee or on a fair wear and tear basis replaced at no expense to the employee. Provided further that the supply of workwear will be subject to directives issued by the employer at the point of engagement.

Engineering (except Boilermakers) and Automotive Trades will receive:

- 3 long sleeve drill shirts
- 3 long pants
- Safety boots

Boilermakers will receive:

- 5 long sleeve drill shirts
- 5 long pants
- Safety boots

Construction Trades will receive:

- 3 polo shirts
- safety boots (except painters)
- plus a long sleeve shirt if requested
- long pants/shorts will be issued if requested as a site requirement

Electricians and Plumbers will receive:

- 2 short sleeved shirts
- 2 long sleeve drill shirts
- 2 shorts
- 2 long pants
- safety boots

Roof Plumbers will receive:

- 2 polo shirts
- 1 short sleeve drill shirt
- 3 shorts
- safety boots

All other trades will receive:

- 3 short sleeve shirts
- 3 shorts
- safety boots

Trainees (as per trade)

- 3 shirts (if trade requires)
- shorts (if trade requires)
- safety boots (if trade requires)

Employees engaged on commercial construction sites will receive annually one jacket.

School based apprentices and trainees will receive one set of clothing and safety boots only.

Safety Equipment

Safety equipment will be provided on commencement of employment and replaced on a fair wear and tear basis.

- **Engineering and Automotive** will be supplied engineering safety glasses and ear plugs
- **Construction and Electrical** will be supplied hard hat, clear glasses, tinted glasses and ear plugs

APPENDIX 'F'

Pay scales for employees Construction Trades Salary Scale including electrical Non-Commercial Construction Sites

| | 1 st Year Weekly | 1 st Year Hourly | 2nd Year Weekly | 2nd Year Hourly | 3rd Year Weekly | 3rd Year Hourly | 4th Year Weekly | 4th Year Hourly |
|------|--------------------------------|--------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 2012 | \$328.41 | \$8.64 | \$441.83 | \$11.63 | \$601.04 | \$15.82 | \$721.23 | \$18.98 |
| 2013 | \$338.26 | \$8.90 | \$455.08 | \$11.98 | \$619.07 | \$16.29 | \$742.87 | \$19.55 |
| 2014 | \$348.41 | \$9.17 | \$468.74 | \$12.34 | \$637.64 | \$16.78 | \$765.15 | \$20.14 |

Engineering trades salary scale

| | 1 st Year Weekly | 1 st Year Hourly | 2nd Year Weekly | 2nd Year Hourly | 3rd Year Weekly | 3rd Year Hourly | 4th Year Weekly | 4th Year Hourly |
|------|--------------------------------|--------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 2012 | \$366.09 | \$9.63 | \$426.19 | \$11.22 | \$540.94 | \$14.24 | \$661.13 | \$17.40 |
| 2013 | \$377.07 | \$9.92 | \$438.98 | \$11.55 | \$557.17 | \$14.66 | \$680.96 | \$17.92 |
| 2014 | \$388.38 | \$10.22 | \$452.14 | \$11.90 | \$573.88 | \$15.10 | \$701.39 | \$18.46 |

Automotive trades salary scale

| | 1 st Year Weekly | 1 st Year Hourly | 2nd Year Weekly | 2nd Year Hourly | 3rd Year Weekly | 3rd Year Hourly | 4th Year Weekly | 4th Year Hourly |
|------|--------------------------------|--------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 2012 | \$303.81 | \$8.00 | \$398.88 | \$10.50 | \$539.83 | \$14.21 | \$642.28 | \$16.90 |
| 2013 | \$312.92 | \$8.23 | \$410.85 | \$10.81 | \$556.02 | \$14.63 | \$661.55 | \$17.41 |
| 2014 | \$322.31 | \$8.48 | \$423.17 | \$11.14 | \$572.71 | \$15.07 | \$681.39 | \$17.93 |

Other trades salary scale

| | 1 st Year Weekly | 1 st Year Hourly | 2nd Year Weekly | 2nd Year Hourly | 3rd Year Weekly | 3rd Year Hourly | 4th Year Weekly | 4th Year Hourly |
|------|--------------------------------|--------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 2012 | \$310.03 | \$8.16 | \$398.61 | \$10.49 | \$539.84 | \$14.21 | \$649.12 | \$17.08 |
| 2013 | \$319.33 | \$8.40 | \$410.57 | \$10.80 | \$556.04 | \$14.63 | \$668.59 | \$17.59 |
| 2014 | \$328.91 | \$8.66 | \$422.89 | \$11.13 | \$572.72 | \$15.07 | \$688.65 | \$18.12 |

Adult Salary Scale

All **Adult pay** rates except electricians will commence at no less than \$565.00 per week and no less than the relevant pay rates for the appropriate year in the scales above.

All School Based salary scale

| | Weekly | Hourly |
|------|----------|---------|
| 2012 | \$402.00 | \$10.58 |
| 2013 | \$414.06 | \$10.90 |
| 2014 | \$426.48 | \$11.22 |

Traineeships for Civil Construction, Scaffolding, Plant Operator

| | 1 st Stage Weekly | 1 st Stage Hourly | 2nd Stage Weekly | 2nd Stage Hourly | 3rd Stage Weekly | 3rd Stage Hourly |
|------|---------------------------------|---------------------------------|---------------------|---------------------|---------------------|---------------------|
| 2012 | \$486.95 | \$12.81 | \$568.08 | \$14.95 | \$638.60 | \$16.81 |
| 2013 | \$501.56 | \$13.20 | \$585.12 | \$15.40 | \$657.76 | \$17.31 |
| 2014 | \$516.61 | \$13.59 | \$602.68 | \$15.86 | \$677.49 | \$17.83 |

Traineeships (all other)

| | School Leaver | Hourly | 1st Year Out Weekly | 1st Year Out Hourly | 2nd Year Out Weekly | 2nd Year Out Hourly |
|------|------------------|--------|---------------------------|---------------------------|------------------------|------------------------|
| 2012 | \$276.49 | \$7.28 | \$305.00 | \$8.03 | \$366.09 | \$9.63 |
| 2013 | \$284.78 | \$7.49 | \$314.15 | \$8.27 | \$377.07 | \$9.92 |
| 2014 | \$293.33 | \$7.72 | \$323.57 | \$8.52 | \$388.38 | \$10.22 |

| 3rd Year Out Weekly | 3rd Year Out Hourly | 4th Year Out Weekly | 4th Year Out Hourly | 5th Year Out Weekly | 5th Year Out Hourly |
|---------------------------|---------------------------|---------------------------|---------------------------|------------------------|------------------------|
| 422.92 | \$11.13 | 493.95 | \$13.00 | \$564.98 | \$14.87 |
| \$435.61 | \$11.46 | \$508.77 | \$13.39 | \$581.93 | \$15.31 |
| \$448.68 | \$11.81 | \$524.03 | \$13.79 | \$599.39 | \$15.77 |

APPENDIX G

Commercial Construction Sites working a 36 hour week

Construction trades all purpose salary scales excluding electrical

| | 1st Year Weekly | 1st Year Hourly | 2nd Year Weekly | 2nd Year Hourly | 3rd Year Weekly | 3rd Year Hourly | 4th Year Weekly | 4th Year Hourly |
|-----------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 15/1/2013 | \$471.29 | \$13.09 | \$621.83 | \$17.27 | \$825.03 | \$22.92 | \$976.69 | \$27.13 |
| 3/9/2013 | \$485.43 | \$13.48 | \$640.48 | \$17.79 | \$849.78 | \$23.61 | \$1,005.99 | \$27.94 |
| 2/9/2014 | \$499.99 | \$13.89 | \$659.70 | \$18.32 | \$875.27 | \$24.31 | \$1,036.17 | \$28.78 |

In addition, the following allowances shall apply for all purposes but only for actual time worked (eg annual leave, personal leave, public holidays and time served attending an approved course of instruction are excluded): In addition the following allowance is in lieu of site allowance, multi story allowance and additional fares and travel and shall apply for all purposes.

| | |
|----------------------|--------|
| 1 st year | \$4.28 |
| 2 nd year | \$4.57 |
| 3 rd year | \$4.96 |
| 4 th year | \$5.25 |

Construction trades all purpose Adult Salary Scale per hour excluding electrical working a 36 hour week

| | 1st Year Weekly | 1st Year Hourly | 2nd Year Weekly | 2nd Year Hourly | 3rd Year Weekly | 3rd Year Hourly | 4th Year Weekly | 4th Year Hourly |
|-----------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 15/1/2013 | \$755.58 | \$20.99 | \$805.95 | \$22.39 | \$846.25 | \$23.51 | \$976.69 | \$27.13 |
| 3/9/2013 | \$778.24 | \$21.62 | \$830.13 | \$23.06 | \$871.64 | \$24.21 | \$1,005.99 | \$27.94 |
| 2/9/2014 | \$801.59 | \$22.27 | \$855.04 | \$23.75 | \$897.78 | \$24.94 | \$1,036.17 | \$28.78 |

In addition, the following allowances shall apply for all purposes but only for actual time worked (eg annual leave, personal leave, public holidays and time served attending an approved course of instruction are excluded): In addition the following allowance is in lieu of site allowance, multi story allowance and additional fares and travel and shall apply for all purposes.

| | |
|----------------------|--------|
| 1 st year | \$4.96 |
| 2 nd year | \$5.05 |
| 3 rd year | \$5.13 |
| 4 th year | \$5.25 |

Electrical all purpose salary scales working a 36 hour week

| | 1st Year Weekly | 1st Year Hourly | 2nd Year Weekly | 2nd Year Hourly | 3rd Year Weekly | 3rd Year Hourly | 4th Year Weekly | 4th Year Hourly |
|------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| 15/1/2013 | \$518.34 | \$14.40 | \$712.72 | \$19.80 | \$971.90 | \$27.00 | \$1,166.27 | \$32.40 |
| 3/9/2013 | \$549.33 | \$15.26 | \$755.49 | \$20.99 | \$1,030.21 | \$28.62 | \$1,236.25 | \$34.34 |
| 2/9/2014 | \$582.41 | \$16.18 | \$800.82 | \$22.25 | \$1,092.02 | \$30.33 | \$1,310.43 | \$36.40 |

Electrical all purpose adult salary scales per hour working a 36 hour week

| | 1st Year Weekly | 1st Year Hourly | 2nd Year Weekly | 2nd Year Hourly | 3rd Year Weekly | 3rd Year Hourly | 4th Year Weekly | 4th Year Hourly |
|------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| 15/1/2013 | \$971.90 | \$27.00 | \$1,036.69 | \$28.80 | \$1,088.52 | \$30.24 | \$1,166.27 | \$32.40 |
| 3/9/2013 | \$1,030.21 | \$28.62 | \$1,098.89 | \$30.52 | \$1,153.83 | \$32.05 | \$1,236.25 | \$34.34 |
| 2/9/2014 | \$1,092.02 | \$30.33 | \$1,164.82 | \$32.36 | \$1,223.06 | \$33.97 | \$1,310.43 | \$36.40 |

Engineering and Non-commercial construction all purpose salary scales working a 38 hour week

| | 1st Year Weekly | 1st Year Hourly | 2nd Year Weekly | 2nd Year Hourly | 3rd Year Weekly | 3rd Year Hourly | 4th Year Weekly | 4th Year Hourly |
|------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| 15/1/2013 | \$409.45 | \$10.77 | \$579.87 | \$15.26 | \$790.75 | \$20.81 | \$948.91 | \$24.97 |
| 3/9/2013 | \$421.73 | \$11.10 | \$597.27 | \$15.72 | \$814.47 | \$21.43 | \$977.38 | \$25.72 |
| 2/9/2014 | \$434.38 | \$11.43 | \$615.18 | \$16.19 | \$838.91 | \$22.08 | \$1,006.70 | \$26.49 |

Adult Engineering and Non-commercial construction all purpose salary scales working a 38 hour week

| | 1st Year Weekly | 1st Year Hourly | 2nd Year Weekly | 2nd Year Hourly | 3rd Year Weekly | 3rd Year Hourly | 4th Year Weekly | 4th Year Hourly |
|------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| 15/1/2013 | \$790.73 | \$20.81 | \$843.45 | \$22.20 | \$885.61 | \$23.31 | \$948.91 | \$24.97 |
| 3/9/2013 | \$814.45 | \$21.43 | \$868.75 | \$22.86 | \$912.18 | \$24.00 | \$977.34 | \$25.72 |
| 2/9/2014 | \$838.89 | \$22.08 | \$894.81 | \$23.55 | \$939.55 | \$24.72 | \$1,006.66 | \$26.49 |

Traineeships for Civil Construction, Scaffolding, Plant Operator

| | 1st Stage Weekly | 1st Stage Hourly | 2nd Stage Weekly | 2nd Stage Hourly | 3rd Stage Weekly | 3rd Stage Hourly |
|-------------|------------------------------------|------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 2012 | \$529.47 | \$13.93 | \$601.25 | \$15.82 | \$693.76 | \$18.26 |

All school based employees and Traineeships not covered above (other than for Civil Construction, Scaffolding, Plant Operator) shall be paid in accordance with appendix F.

This agreement does not apply to work performed under the terms of a Project Agreement or site specific agreement unless that Project Agreement or site specific agreement provides otherwise.

APPENDIX H

Tool Allowances

Apprentices shall be entitled to tools of trade to the retail values outlined below. Second and third year apprentices shall be entitled to the yearly amount within a period of three months after reaching the anniversary date of each year of employment with the exception of first year where the tool entitlement shall become due within a period of three months following the expiry of the probationary period. Fourth year apprentices will receive a weekly tool allowance equivalent to the value of the applicable annual allowance divided by 26 weeks.

Provided further that where an apprentice re commences from a previous employer and has served under a three month period of his current year with the previous employer and has not been supplied that years tools by his previous employer 100% of the tool allowance will be awarded but if the apprentice has worked more than 3 months of his current year that years tools are payable by the previous employer. If the apprentice requires assistance in collecting their tool entitlement from their previous employer they are to contact DETE who will provide assistance. If the training contract is terminated for any reason other than early completion in accordance with the provisions of the Act a pro rata deduction will be made at the time of termination for the unused proportion of the tool allowance which was paid in advance. This amount will be deducted from the apprentice's final pay.

Tool Allowance (per year, at retail value from a supplier to the employer)

| <u>Trade</u> | <u>Allowance</u> |
|-------------------------|------------------|
| All Aviation trades | \$450.00 |
| Auto electricians | \$450.00 |
| Armature Rewinder | \$450.00 |
| Boat builders | \$175.00 |
| Boilermaker | \$340.00 |
| Bricklayer | \$220.00 |
| Cabinet maker | \$600.00 |
| Carpenters | \$600.00 |
| Coach & Body Builder | \$450.00 |
| Diesel fitter | \$450.00 |
| Die Setter | \$450.00 |
| Electrical Engineering | \$450.00 |
| Electricians | \$450.00 |
| Electronics | \$340.00 |
| Engineering Fabrication | \$340.00 |
| Engineering Mechanical | \$450.00 |
| Engine Reconditioner | \$450.00 |
| Fitter and Turner | \$450.00 |
| Fitting Machinist | \$450.00 |
| Glaziers | \$100.00 |
| HET | \$450.00 |
| Joiner | \$600.00 |
| Mechanical Fitter | \$450.00 |
| Mechanics | \$450.00 |
| Painter | \$100.00 |
| Panel beaters | \$405.00 |

| | |
|----------------------------------|----------|
| Plasterers | \$260.00 |
| Plumber | \$600.00 |
| Radio/TV Technician | \$450.00 |
| Refrigeration/Air Conditioning | \$450.00 |
| Sheet metal Worker | \$340.00 |
| Shop fitter | \$600.00 |
| Sign writing | \$100.00 |
| Spray painting | \$405.00 |
| Surface Finisher/Electro Plating | \$450.00 |
| Stone Mason | \$220.00 |
| Tiler | \$260.00 |
| Wood Machinist | \$300.00 |

Compensation for loss of tools:

The employer shall on behalf of their employees replace tools lost by breaking and entering whilst securely stored in a site shed, building, workshop or lockup on a major construction site to the maximum trade value of \$1,700.00.

Provided that the above clause shall not apply if the employer has requested the employee to supply a list of tools kept on the job and the employee has not supplied such a list and provided that the matter is reported to the police and is investigated by the employer.

APPENDIX I

INCOME PROTECTION BENEFIT

The benefit provides for loss of an apprentices/trainees (employee) income as a consequence of injury or sickness which causes total disablement or partial disablement to the apprentice/trainee.

Temporary partial disablement

A disablement resulting from injury or illness which prevents an employee from carrying out a substantial part of the normal duties of the employee's usual occupation. In the event that a disabled employee is deemed to be able to attend to a part of his/her usual duties by a qualified medical practitioner but as a result of his/her injuries and the percentage of work he or she is therefore able to carry out, there is no work available to suit such an employee's abilities at that time, we will then deem that employee to be temporarily totally disabled and pay the appropriate level of benefit as set out in the schedule. As soon as suitable employment becomes available and if temporary partial disablement continues, the employee's benefits will revert to those available under temporary partial disablement. The total maximum benefit period offered for any injury or illness of an employee will always be limited to 104 weeks.

Temporary total disablement

A disablement resulting from injury or illness which entirely prevents an employee from carrying out all the normal duties of the employee's occupation.

We will provide an income protection benefit if during the apprentices/trainees employment they suffer an injury or illness and:

- there is no entitlement to benefits under any statutory workers compensation scheme, and

We will pay the benefits shown in the compensation table if the conditions shown:

- are a result of injury or illness occurring outside working hours
- are not covered by any statutory workers compensation scheme, and
- are not covered by any statutory transport accident scheme, and
- fall within the terms and conditions of this benefit

Benefit coverage

Coverage under this benefit will cease immediately on the day that:

- an employee ceases employment with All Trades Queensland Pty. Limited
- an employee is on approved stand down
- an employee has requested extended leave without pay

When must an injury or sickness happen for an employee to be covered

- an injury must be caused by an accident and must happen during the period of coverage after the commencement of employment
- an illness or disease which the employee has become aware of after the commencement of employment and during the period of coverage and continues longer than the waiting period
- a pre existing sickness exclusion applies if the employee has had treatment or advice in respect of an illness or disease in the six months before the period of coverage and commencement of employment

What is not covered

No payment will be made for any claim under this benefit if the claim arises directly or indirectly out of any of the following:

- childbirth or pregnancy or their complications
- intentional self injury or suicide or any attempt at suicide
- flying unless as a fare paying passenger in a properly licensed aircraft or other aerial activity (includes but is not limited to, base jumping, bungy jumping, sky diving, paragliding, parachuting, parasailing, absailing).
- the employee's illegal/criminal act
- an activity or event where the employee has signed a waiver
- any medical condition for which the employee has required treatment or advice from a doctor, chiropractor, physiotherapist, psychologist or psychiatrist in the 6 months before commencement of cover
- participating and/or training for any professional sport
- an injury or sickness for which statutory workers compensation scheme or any statutory transport accident scheme provides compensation and/or damages
- the employee's use of alcohol
- the employee's use of drugs unless the drugs have been prescribed by a registered medical practitioner and used as per the registered medical practitioner's instructions
- any time during which an employee is serving a prison sentence and if already on claim, any period of claim during which an employee is serving a prison sentence
- an aggravation of an injury, illness or medical condition which is deemed by a legally qualified medical practitioner to be a deterioration, aggravation, acceleration or exacerbation of an injury, illness or medical condition significantly contributed to by your employment

Further we will not pay any claim under this benefit if:

- disablement of an employee covered by this benefit commences outside the period of coverage
- any successive period of disablement of an employee covered by this benefit recommences outside the period of coverage

The general exclusions set out under "when you are not covered" may also affect a claim.

When you are not covered – general exclusions applying to this benefit

The following general exclusions apply to all sections of this benefit

This benefit excludes death, injury, illness, cost or expense of any nature directly or indirectly caused by, contributed to, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
2. Any act(s) of terrorism that is directly or indirectly caused by, contributed to, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) or persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - involves violence against one or more persons or
 - involves damage to property, or
 - endangers life other than that of the person committing the action, or
 - creates a risk to health or safety of the public or a section of the public, or
 - is designed to interfere with or to disrupt an electronic system
3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste or action of nuclear fission or fusion

This benefit also excludes any loss, death, injury, illness, cost or expense of any nature directly or indirectly caused by, contributed to, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

Conditions relating to the payment of injury or illness weekly benefits

- (a) payment of benefit will be to the employee only and will cease upon the employee's death with the exception of funeral and death benefits
- (b) any payable condition claimed must occur within 12 months of the date of injury or illness
- (c) any weekly benefit payable will be reduced by weekly benefits paid by any other scheme
- (d) in the event of a claim, benefits will only be payable:
 - if the employee follows all medical advice prescribed to him/her by a doctor, chiropractor, physiotherapist, psychologist or psychiatrist during the entire period of their claimed disability and
 - if medical certificates we may require as proof of ongoing disability are provided by the actual treating doctor, chiropractor, physiotherapist, psychologist or psychiatrist any costs for ongoing medical treatment is at the insured person's own expense.
- (e) we will continue to pay weekly benefits while the employee suffers temporary total or temporary partial disablement up to a maximum of 104 weeks

- (f) successive periods of disablement
 - resulting from the same injury or illness, and
 - which are not separated by a return to active full time employment for six months or more will be considered as one period of disablement
- (g) weekly benefits are only payable
 - beyond the excess period of 14 days or 28 days for sports related injuries (excluding professional sport) which commences from the 1st day of disablement following treatment by a registered medical practitioner and then
 - only once the employee has exhausted any entitlement to receive payment from sick leave

Ancillary cover

In addition to the injury and sickness benefits, the following benefits will be payable if not covered by your Union membership:

| | |
|--------------------------------------|----------|
| Funeral benefit (death by any cause) | \$5,000 |
| Accidental dental | \$2,500 |
| Death caused by accident only | \$20,000 |

Accidental dental benefit covers injury caused solely and directly by external means and excludes injuries caused whilst eating. Benefits will be paid for dental items that are specifically related to the injury and provided by a registered dentist in private practice.

Homemaker assistance benefit

If an employee's spouse or partner who performs homemaker duties and is not in receipt of any income, suffers an injury or sickness we will pay for homemaker assistance to aid the spouse or partner in performing their homemaker duties, provided that:

- no such benefit payments have ever been made in respect of the spouse or partner under this benefit
- such benefit payments are not payable to any family members, relatives or any other person permanently living with the insured person or their spouse or partner
- such homemaker assistance is not related to the provision of medical or nursing care support or treatment
- such benefit payments are not payable under any other provisions of this policy
- the employee's spouse or partner is certified by a registered and legally qualified medical practitioner as being unable to perform their regular homemaker duties
- the employee must provide written proof that he or she has incurred expenses in obtaining homemaker assistance (for example receipts or invoices)

Homemaker assistance benefit amount – up to a maximum of \$200 in respect of amounts incurred in respect of any calendar week

Homemaker assistance benefit period – up to a maximum of ten (10) weeks

Waiting period - 14 days

Fraud

Any fraud, mis-statement or concealment by the employee in relation to any matter affecting this benefit or in connection with the making of any claim, All Trades Queensland Pty. Limited where appropriate has the right to reduce or refuse payment of any benefit or to cancel or void the cover and seek full refund of any monies that have been claimed fraudulently.

Proof of claim and time limit

Written proof of claim must be furnished to All Trades Queensland Pty. Limited within ninety (90) days after the date of the event. Failure to furnish such proof within the time required will invalidate the claim except where it was impossible to do so in the event of absence of legal capacity.

All certificates and evidence required by All Trades Queensland to assess the claim shall be furnished as required at the employee's expense.

Schedule of compensation

| | | |
|---|--|--|
| 1 | Temporary total disablement (weekly benefit) | 100% of pre disability gross weekly wage excluding allowances and overtime to a maximum of \$1,000 per week |
| 2 | Temporary partial disablement (weekly benefit) | 100% of pre disability gross weekly wage excluding allowances and overtime to a maximum of \$1,000 per week. During such partial disablement if the employee is able to return to work in a reduced capacity, but declines to do so then the benefit payable will be reduced to 25% of the benefit payable per week. |
| 3 | Period of coverage | Commencing from date this agreement is registered with FWA and ending when the employee finalizes their employment with All Trades Queensland Pty. Limited |
| 4 | Benefit calculation | Average base weekly income for 12 months prior to sickness/injury |
| 5 | Maximum benefit payable | The maximum amount ATQ will pay for all claims for the three year period commencing from the date this agreement is registered with FWA will be \$600,000.00. |

SIGNATURES OF THE PARTIES

Australian Collective workplace agreement made under the Fair Work Act 2009 between;

(The Employer) ALL TRADES QUEENSLAND PTY LIMITED ABN 99 115 379 461 and the

- 1. Construction Forestry Mining and Energy Union
- 2. Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union
- 3. Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Electrical Division)
- 4. Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Plumbing Division)

(Employees)

Signatures:

FOR THE EMPLOYER:

Name in Full: Meredith Sayer

Signature: Date:

Position: Chief Executive Officer

EmployerAddress: 37 – 43 Commercial Drive
LOGANHOLME QLD 4129

Witnessed By:

Name in full (printed):

Signature:

Witness Address:

FOR THE CONSTRUCTION FORESTRY MINING AND ENERGY UNION

Name in Full: Michael Ravbar

Signature: Date:

Position: State Secretary Queensland and Northern Territory Branch

Address:

FOR THE AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING & KINDRED INDUSTRIES UNION

Name in Full: Rohan Webb

Signature: Date:

Position: State Secretary Queensland and Northern Territory

Address:

FOR THE COMMUNICATIONS, ELECTRICAL, ELECTRONIC, ENERGY, INFORMATION, POSTAL, PLUMBING AND ALLIED SERVICES UNION OF AUSTRALIA (ELECTRICAL DIVISION)

Name in Full: Peter Simpson

Signature: Date:

Position: State Secretary

Address:

FOR THE COMMUNICATIONS, ELECTRICAL, ELECTRONIC, ENERGY, INFORMATION, POSTAL, PLUMBING AND ALLIED SERVICES UNION OF AUSTRALIA (PLUMBING DIVISION)

Name in Full: Bradley O'Carroll

Signature: Date:

Position: State Secretary

Address: