

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**  
*Industrial Relations Act 2016*  
(No. CB/2021/XX)

**CHILD SAFETY AND YOUTH JUSTICE CERTIFIED AGREEMENT 2021**

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## **PART 1: APPLICATION AND OPERATION**

### **1.1 Title**

This Agreement will be known as the *Child Safety and Youth Justice Certified Agreement 2021*.

### **1.2 Parties bound**

- (1) This Agreement is binding upon:
  - (a) The State of Queensland (the Department of Children, Youth Justice and Multicultural Affairs);
  - (b) All employees of the Department of Children, Youth Justice and Multicultural Affairs who are covered by the *Queensland Public Service Officers and Other Employees Award - State 2015* and the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*, excluding those covered by the *Youth Detention Centre Certified Agreement 2019*; and
  - (c) Together Queensland, Industrial Union of Employees; the Australian Workers' Union of Employees, Queensland; and United Voice, Industrial Union of Employees, Queensland.
- (2) For the avoidance of doubt, the following persons are not covered by this Agreement:
  - (a) Chief Executives, Senior Executives and Senior Officers under the *Public Service Act 2008*; appointments made on a fixed term declared under section 121 of the *Public Service Act 2008*; employees engaged under contractual arrangements (this does not refer to employees under sections 147 and 148 of the *Public Service Act 2008* engaged for a fixed term); and “banded” officers.

### **1.3 Operation**

- (1) The Agreement operates from the date of certification and has a nominal expiry date of 31 August 2023.
- (2) For the purpose of section 228(3)(a) of the *Industrial Relations Act 2016*, this Agreement shall be terminated upon the certification of a replacement agreement or the making of a replacement arbitration determination in relation to the employees covered by this Agreement, unless otherwise agreed by the parties.

### **1.4 Posting of Agreement**

- (1) A copy of this Agreement must be displayed in a conspicuous place at the workplace, where it can be easily read by employees in the workplace. Electronic access to this Agreement where available is sufficient to meet the requirements of this clause.

### **1.5 Relationship to Awards, Industrial Instruments and Directives**

- (1) This Agreement replaces the *State Government Entities Certified Agreement 2015* insofar as it has application to employees bound by this Agreement.
- (2) The parties agree to the termination of the *State Government Entities Certified Agreement 2015* upon this Agreement being certified.
- (3) This Agreement is to be read in conjunction with awards as amended or replaced from time to time and industrial instruments covering employees covered by this Agreement. The provision of these awards and industrial instruments, as amended from time to time shall apply, provided that any amendment which would result in a diminution of an employee’s entitlements and/or conditions that existed at the commencement of this Agreement shall not apply. In the event of any inconsistency with these awards and industrial instruments, the terms of this Agreement will take precedence.

## 1.6 Objectives of this Agreement

- (1) The employer provides a service that affects the daily lives of Queenslanders. The parties are committed to an effective department, delivering quality services to Queenslanders to support the Queensland Government's priorities and obligations to the community. The employer will strive for improvements in service delivery, improved efficiency and effectiveness of its operations and activities.

## 1.7 Equity Considerations

- (1) This Agreement will achieve the principal objects specified in sections 4(i), 4(j), 4(k), 4(l), 4(m) and 4(r) of the *Industrial Relations Act 2016*. The employer will respect and value the diversity of our employees through helping to prevent and eliminate discrimination.
- (2) The effect of this Agreement is not to allow any conduct or treatment, either direct or indirect that would contravene the *Anti-Discrimination Act 1991*.

## 1.8 Definitions and Abbreviations

**ACC** means the Agency Consultative Committee, which is the peak forum in the Department's Agency Consultative Framework.

**AO** means the Administrative Officer salary stream.

**Australian Qualifications Framework (AQF)** means the national system of recognition for the issue of vocational qualifications. The AQF is available via the Australian Government Department of Education website [www.aqf.edu.au](http://www.aqf.edu.au)

**CC** means a Consultative Committee within the Agency Consultative Framework, other than the ACC.

**Commission** means the Queensland Industrial Relations Commission.

**Continuous shift worker** means as per the definition provided in the relevant award.

**Department** means the Department of Children, Youth Justice and Multicultural Affairs.

**Employer** means the Department of Children, Youth Justice and Multicultural Affairs.

**Directive** means a Queensland Government Directive issued (and as amended) by the Minister for Industrial Relations or the Commission Chief Executive of Public Service Commission in accordance with sections 53 or 54 of the *Public Service Act 2008*.

**Director-General** means the Chief Executive of the department.

**Government** means the Queensland Government unless otherwise specified.

**ILO** means International Labour Organisation.

**Non-continuous shift worker** means as per the definition provided in the relevant award.

**PO** means the Professional Officer salary stream

**PSTP** means Public Sector Training Package.

## **PART 2: WAGES, ALLOWANCES AND OTHER CONDITIONS**

### **2.1 New Wage Rates**

- (1) The Agreement provides for the following in relation to wages rates and increases:
  - From 1 September 2020: the salary rates are as set out in Appendix 1 of this Agreement;
  - From 1 September 2021: a 2.5% increase;
  - 1 March 2022: a further 2.5% increase; and
  - 1 September 2022: a further 2.5% increase.
- (2) The salary schedules reflecting salary rates payable at 1 September 2020, 1 September 2021, 1 March 2022 and 1 September 2022 are set out in Appendix 1 of this Agreement.

### **2.2 One-off payment**

- (1) The parties acknowledge that a one-off payment of \$1250 (pro-rata for part-time and casual employees) was paid prior to the making of this Agreement to eligible employees.

### **2.3 No Loss of Show Day**

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

### **2.4 Annual leave loading payment**

- (1) Payment of annual leave loading will be consolidated and paid to all employees during December of each year.
- (2) It is at the discretion of the employer to determine whether they wish to apply this clause to non-continuous and/or continuous shift workers.

### **2.5 Student supervision allowance**

- (1) A student supervision allowance of \$10 per day (to a maximum of \$10 per day/\$100 per fortnight) will be paid to departmental employees who are approved to supervise university students undertaking a formal placement with the employer as a mandatory component of the degree course the student is undertaking.
- (2) Only one employee can receive the student supervision allowance for providing supervision for any one student each day. This employee will be the designated supervisor for that day.
- (3) The Director-General will determine roles in the PO stream which are approved to supervise students as described.
- (4) The employer will review the guidelines which inform the arrangements when employees are approved to formally supervise university students in the workplace as outlined above.

### **2.6 Extra leave for proportionate salary (purchased leave)**

- (1) Where agreed between the employer and employee, and subject to policy requirements, employees can agree to work reduced months in a year and receive a proportionate salary over a full twelve month period, where this arrangement meets the operational needs of the employer.

## **2.7 Averaging of ordinary hours of work**

- (1) Where agreed between the employer and employee, and subject to policy requirements, mechanisms will operate by which employees can agree to average ordinary hours of work over a cycle with differential daily and weekly hours, e.g. in a four week work cycle an employee may work 45 hours in one week and 30 hours the next week, provided that the total standard ordinary hours for the month are worked. Under this arrangement the agreed working hours for individual employees would be established in consultation between management and the employee. Normal overtime arrangements/penalty rates will only apply for the hours worked in excess of the agreed hours of duty.

## **2.8 Locality allowances**

- (1) Locality allowances are payable to eligible employees in accordance with the Directive 19/99 (Locality Allowances) issued in accordance with section 54 of the *Public Service Act 2008*.
- (2) The rates prescribed by the Directive 19/99 (Locality Allowances) are increased by 5.5% from 1 January 1997 for all centres other than those in coastal local government areas as at that date and listed in Appendix 2 of this Agreement.

## **2.9 No Further Claims**

- (1) This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.
- (2) This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- (3) The following changes may be made to employees' rights and entitlements during the life of this Agreement:
  - (a) General Rulings and Statements of Policy issued by the Commission that provide conditions that are not less favourable than current conditions;
  - (b) Any improvements in conditions that are determined on a whole-of-government basis; and
  - (c) Reclassifications.
- (4) Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in awards, certified agreements, Commission orders, determinations or directives made under the *Public Service Act 2008* effective at the date this Agreement was made shall not be reduced for the life of this Agreement.
- (5) Any increases in monetary amounts or other entitlements as a result of Commission decisions, government policy, or directives made under the *Public Service Act 2008* will be applied.
- (6) No person covered by this Agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant parent award.

## **PART 3: CHILD SAFETY OFFICERS**

### **3.1 Workloads**

- (1) The employer will take steps to decrease caseloads for Child Safety Officers to an average of 16 cases by 30 June 2022, with case types to be counted as follows:
  - Intervention with Parental Agreement = 1
  - Supervision Order = 1
  - Short term custody/guardianship = 1
  - Support Service = 0.1
  - Long Term Guardianship to Other = 0.1

- Directive Order = 0.1

Work associated with Intake, Investigation & Assessment and Interstate Orders will not be counted as cases for the purposes of this formula.

- (2) Recruitment of the additional child safety positions required to implement this arrangement will occur quarterly, with the first group of new employees to commence in July 2021. This will result in the recruitment of 153.5 full time equivalent (FTE) permanent child safety positions. Where these FTEs result in additional AO3 level positions, direct appointment or local limited applicant pools will be utilised in the first instance.
- (3) Allocation of new child safety positions will be prioritised to high workload areas based on reporting from the Child Safety Workload Management Policy and Manual.
- (4) The mandated Child Safety Workload Management Policy and Manual will be updated to reflect this arrangement and the ongoing application of the Policy and Manual will be monitored at regional and agency levels via existing departmental consultative forums.
- (5) The employer will consult with Together Queensland Union via a joint working party in relation to a review of the Child Safety Workload Management Policy and Manual. The review will expand these documents to enable application across all other Child Safety Service Centre work areas, including business support and other teams. This review will be completed within 12 months of this Agreement being certified.
- (6) A workload redesign project will be commenced in consultation with Together Queensland Union.

### **3.2 Classification structure**

- (1) The parties commit to review the current Child Safety Officer classification structure. This review will consider the appropriateness of maintaining Child Safety Officers within the PO structure and will inform negotiations of the next agreement.

### **3.3 Employment security**

- (1) As part of their commitment to maximising permanent employment, the employer will convert temporary Child Safety Officers to tenure wherever this is possible under the relevant Public Service Commission Directives.
- (2) The employer will actively and regularly promote the potential for conversion to permanent employment status to all line managers and temporary Child Safety Officers.

## **PART 4: PO PROGRESSION**

- (1) The employer will consult with Together Queensland Union to review the PO Progression Policy, which provides for employees at the PO2 salary level to progress to the PO3 salary level after meeting certain criteria. This review will focus on streamlining the application and assessment components of the process and will link demonstrated suitability for progression to professional supervision processes. This review will commence within one month of this Agreement being certified.

## **PART 5: AO2 CLASSIFICATION REVIEW**

- (1) The employer will consult with Together Queensland Union to articulate the characteristics, duties, and capabilities for both AO2 and AO3 level administrative roles in Child Safety Service Centres, ensuring role profiles reflect the duties and responsibilities attached to each role.
- (2) After completing the work described above, the employer will then upgrade any AO2 positions recurrently undertaking work commensurate with AO3 level duties and responsibilities. Where such upgrades occur, direct appointment or local limited applicant pools will be utilised in the first instance to ensure that existing permanent AO2 staff are appointed to the upgraded positions. These processes will be finalised in consultation with Together Queensland Union.

- (3) This process will commence within two months of this Agreement being certified.

## **PART 6: REVIEW OF CONVENER ROLE SALARY LEVEL**

- (1) In consultation with Together Queensland Union, the employer will proactively review the salary level of the AO4 Convenor role in Youth Justice. This review will commence within one month of this Agreement being certified.

## **PART 7: YOUTH DETENTION CENTRES**

### **7.1 Hepatitis vaccinations**

- (1) The employer will meet the cost of Hepatitis A and B vaccinations for all youth detention centre employees who choose to be vaccinated.

### **7.2 Behaviour management model for young people in youth detention centres**

- (1) The parties recognise that violence and aggression by young people towards staff is not acceptable and undertake to communicate this position within youth detention centres.
- (2) The parties agree to maintain the existing behaviour and incentives model currently in operation in youth detention centres.
- (3) The employer will ensure that appropriate consequences for the continuum of misbehaviour that young people present are consistent with the existing model, which is informed by relevant legislation and departmental documents.
- (4) The parties agree to undertake regular joint reviews of the efficacy of the existing model in managing the behaviour of young people and undertake necessary amendments or refinements as required.

## **PART 8: WORKFORCE POLICIES**

### **8.1 Recruitment and selection**

- (1) The employer will review the recruitment and selection policy in consultation with Together Queensland Union and other relevant unions as applicable.

### **8.2 Hours of work**

- (1) The employer will review the Hours of work policy in consultation with Together Queensland Union and other relevant unions as applicable.

### **8.3 Transfers**

- (1) The employer will develop a Transfers policy in consultation with Together Queensland Union and other relevant unions as applicable. This policy will apply to staff in regional/remote and all other areas of the department.

### **8.4 Flexible work arrangements**

- (1) The employer will review the flexible work arrangements policy in consultation with Together Queensland Union and other relevant unions as applicable.

## **PART 9: TRAINING AND DEVELOPMENT**

- (1) The parties to this Agreement recognise an ongoing commitment to training and development.



- (2) It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives.
- (3) To achieve the desired levels of knowledge and skills there should be an emphasis upon building capability around key occupations through career development, job design, performance development, and workforce planning. The objective of this approach is to improve workforce capability and employer service delivery while enhancing job satisfaction and employees' professional growth.
- (4) Training and assessment of competencies may be provided in accordance with the PSTP or other accredited programs relevant to employer needs to enable employees to meet the requirements of clauses 10.1 and 10.2 of this Agreement.
- (5) The employer acknowledges that reasonable travel time associated with an employee attending training and development opportunities should where practicable be scheduled in paid ordinary work time
- (6) The employer will pay for continuing professional development (CPD) required in order to maintain qualifications mandatory to the employee's employment.
- (7) Access to assistance under the Study and Research Assistance Scheme (SARAS) policy to enable employees to obtain skills necessary for career progression will not be unreasonably refused.
- (8) The employer will develop and deliver a program of professional development to frontline staff. Within 12 months of this Agreement being certified, an assessment and planning approach will be taken to determine the best development for staff, along with delivery of urgently needed capability uplift to assist staff in performing their roles. A program of professional development will then be offered to all frontline staff that will enhance their professional and public service capabilities. The specific program will be co-designed with frontline staff along with experts from the human services and professional development sector and may include existing training modules.

## **PART 10: RECOGNITION OF ACCREDITED QUALIFICATIONS**

### **10.1 Commitment**

- (1) The parties are committed to the principle that financial recompense will be provided for public sector employees in the specified classifications who meet the following requirements:
  - (a) An accredited qualification at the AQF level specified, or higher, achieved through training and assessment of competencies (including recognition of current competencies); and
  - (b) Reached the maximum paypoint of the specified classification level in the Administration Stream or the Operational Stream; and
  - (c) Spent one calendar year on the maximum pay point (or, in the case of casual employees, have spent one calendar year and worked 1200 hours at the maximum pay point).
- (2) The parties acknowledge the commitment at clause 4.1(2) of the *State Government Entities Certified Agreement 2019*, which provides that "The parties are committed to establishing a working party through the Central Consultative Forum to review the requirements for the recognition of accredited qualifications".

### **10.2 Appropriate Remuneration**

- (1) The following remuneration shall be paid to employees who meet the requirements in clause 10.1(1) of this Agreement:

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

Diploma (AQF V)	OO4/OO5	\$42.80 per fortnight
Advanced Diploma (AQF VI)	OO6	\$44.60 per fortnight

## **PART 11: CULTURAL AWARENESS AND LEAVE**

- (1) The parties recognise the value of diversity in the workplace and the importance of measures that promote diversity and cultural respect, in particular with regard to Aboriginal and Torres Strait Islander peoples and cultures.
- (2) Employees may access up to 5 days unpaid cultural leave per year as prescribed at section 51 of the *Industrial Relations Act 2016*. In addition, eligible employees may also access cultural leave:
  - as recreation leave;
  - as unpaid special leave;
  - in lieu of public holidays (where operational circumstances permit);
  - as accrued time leave; or
  - at the required time with such time made up at a later date.
- (3) The employer will report to the relevant CC about cultural awareness training and activities.

## **PART 12: PAID PARENTAL LEAVE**

- (1) Notwithstanding the federal paid parental leave scheme, the current paid parental leave provisions provided by the employer as at the date of operation of this Agreement will not be reduced for the life of this Agreement.

## **PART 13: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT**

### **13.1 Employment Security**

- (1) The Government is committed to maximum employment security in accordance with Appendix 3 of this Agreement for tenured public sector employees by developing and maintaining a responsive, impartial, and efficient public service as the preferred provider of existing services to Government and the community.

### **13.2 Permanent Employment**

- (1) The parties are committed to maximising permanent employment where possible. Casual or temporary forms of employment or labour hire should only be utilised where permanent employment is not viable or appropriate. The employer is encouraged to proactively utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs. In particular, the future of work should be at the forefront of employer considerations in workforce planning and recruitment. The employer should review current and future capability requirements and funding availability and projections ahead of advertising roles with a view to maximising permanent employment.
- (2) The employer commits to using its best endeavours to ensure that should labour hire workers be engaged, such engagement occurs in a manner which minimises the impact upon the employment security of the employment of existing employees.

### **13.3 Temporary Employment**

- (1) The employer commits, where possible, to collect additional data about temporary engagements with a view to increasing reporting to the relevant CC on a quarterly basis about the number of temporary engagements and the categories of reasons for those engagements such as, 'backfilling', 'project role', 'other'.
- (2) The employer acknowledges the ability under section 149A of the *Public Service Act 2008* for criteria which a chief executive must consider when deciding whether a person's employment in the department is to:
  - continue as a temporary employee according to the terms of the existing employment; or
  - be as a general employee on tenure or a public service officer,

to be fixed under an industrial instrument.

- (3) The criteria to be applied to temporary conversions will be consistent with that provided for in the Directive relating to Fixed Term Temporary Employment.
- (4) Further, the employer will endeavour to provide greater communication to affected employees about possibilities for extension to or termination for temporary contracts. Where practicable, the employer will communicate with affected employees as soon as possible where the possibility of extension or non-extension arises and will keep the affected employee appraised of relevant developments.
- (5) Consistent with Government's commitment to the maximisation of permanent employment, the employer will endeavour to maximise part-time hours for permanent part-time employees where possible.

#### **13.4 Organisational Change and Restructuring**

- (1) The Government is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (2) These commitments are effected through the Government's policy on Employment Security and the Contracting-Out of Government Services contained at Appendices 3 and 4 of this Agreement. Without limiting or enhancing the existing policies, the employer acknowledges that where operational decisions or contracting out of services decisions result in organisational change or restructure, the policies provide for:
  - the need to demonstrate clear benefits and enhanced service delivery to the community;
  - avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community;
  - Cabinet approval is required for all major organisational change and restructuring in entities in accordance with the considerations outlined in the policies;
  - Where the employer has made a decision to introduce major organisational change or restructuring, it will notify affected employees/unions and discuss the changes as early as practicable. This may be undertaken through the ACC or relevant CC forums;
  - Cabinet approval for contracting-out proposals that meet specified criteria including significant impact on the Government's workforce in terms of job losses.
- (3) The employer shall provide in writing to the members of ACC or the relevant CC of 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 relevant awards. The employer is also required where requested to provide relevant unions with a listing of the affected staff comprising name, job title and work location.
- (4) 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 relevant CC in a timely manner, either party may refer the matter to the ACC for resolution.
- (5) The parties agree that the employer should report to unions on a quarterly basis, the current status of employment practices within the department. This report should be provided on a quarterly basis at the ACC. Specifically, the report should detail the following:
  - (a) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;
  - (b) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
  - (c) the number of people engaged through labour hire;
  - (d) any significant variance in the number of permanent employees;

- (e) the conversion of temporary employees to tenured status.
- (6) Permanent employees will not be forced into unemployment as a result of organisational change or changes in employer priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and alternative placement opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available. The employer and employees will comply with all relevant directives (as amended). Where an employee refuses to participate or cooperate in these processes, the full provisions of the directive pertaining to retrenchment may be followed to the extent of their applicability.
- (7) Provisions and entitlements relating to organisational change and restructuring can be found in the directives relating to early retirement, redundancy and retrenchment (as amended) which will apply for the life of this Agreement.
- (8) The employer must provide relevant information to the relevant union/s when it intends to apply the provisions of the directive (as amended) relating to early retirement, redundancy and retrenchment where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same time the employer's intentions are communicated to the employee. An affected employee must be provided with notice of the employer's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.
- (9) The parties recognise the cultural diversity, rights, views and expectations of Aboriginal and Torres Strait Islander peoples in the delivery of culturally appropriate services and that additional consultation may be required if changes to these services are proposed to ensure there is a community benefit.

#### **PART 14: SALARY PACKAGING**

- (1) Salary packaging is available for employees (excluding short-term casual employees) covered by this Agreement in accordance with Government policy found in the Circular issued from time to time by the entity responsible.
- (2) The employer is to 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 the employer;
  - (c) Increases or variations in taxation are to be passed to employees as part of their salary package;
  - (d) Where mandated by relevant Government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is strongly recommended to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
  - (e) The employer will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
  - (f) There will be no significant additional administrative workload or other ongoing costs to the employer;
  - (g) Any additional administrative and fringe benefit tax costs are to be met by the employee; 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.

## **PART 15: CONSULTATIVE COMMITTEES**

- (1) 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.
- (2) In recognition of clause 15(1), the employer will have a joint union/employer ACC. The ACC will be used to facilitate consultation on a broad range of issues, including but not limited to discussion of matters arising from this Agreement such as:
  - (a) Workload Management (Part 22);
  - (b) Organisational Change and Restructuring (Part 13.4);
  - (c) Training (Part 9);
  - (d) Union Encouragement (Part 18);
  - (e) Work/Life Balance (Part 26);
  - (f) Organisational matters such as the review of, changes to or introduction of new workforce management policies;
  - (g) Fair Career Paths (Part 23);
  - (h) Improving Gender Equity (Part 25); and
  - (i) Cultural Awareness activities and training (Part 11).
- (3) The ACC may agree to establish standing committees, sub-committees, or other additional consultative structures (such as regional or local CCs) with terms of reference agreed between the parties.
- (4) CC forums will allow for consultation, engagement and dispute resolution directly between affected employees (through their union delegates to the committee/forum) and the relevant decision-makers.
- (5) The employer will develop, in consultation with the relevant unions, a framework for the conduct of consultation within the employer within six months of the date of operation of this Agreement. This framework should take into account the organisational structure of the employer, the different parties that should be involved in consultative processes, and the interaction between various consultative mechanisms, including the provision of data (consisting of employee name, job title, work location (including floor level where possible), anticipated effect, rationale for change and potential timeframes) where relevant.
- (6) This Agreement, through various provisions, allocates a number of roles and responsibilities to the ACC and CCs which the employer will ensure occurs in accordance with the provisions of this Agreement and the relevant forum's Terms of Reference. The parties to this Agreement agree to review and update the Terms of Reference template for the ACC/CCs within six months of the date that this Agreement becomes operational.

## **PART 16: COLLECTIVE INDUSTRIAL RELATIONS**

- (1) The Government 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) The Government as an employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 2016* and any determinations of the Commission.

- (3) The Government is committed to collective agreements and will not support non-union agreements.

#### **PART 17: ILO CONVENTIONS**

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

#### **PART 18: UNION ENCOURAGEMENT**

- (1) The employer is committed to the Government's Union Encouragement Policy and as part of this commitment, 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) The employer is encouraged to agree to local arrangements about union and delegate rights in the workplace.
- (6) The employer is to provide relevant unions with complete lists of new starters (consisting of name, job title, work email, work location (including floor level where possible), award and employment status (permanent/temporary/casual)) to the workplace on a quarterly basis, unless agreed between the employer and union to be on a more regular basis. This information is to be provided electronically.
- (7) The employer is also required where requested to provide relevant unions with a listing of current staff comprising name, job title, work email, work location (including floor level where possible), award and employment status (permanent/temporary/casual). This information shall be supplied on a six monthly basis, unless agreed between the employer and union to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined at section 350 of the *Industrial Relations Act 2016*. This information is to be provided electronically.
- (8) The employer is to provide relevant unions with complete lists of employment separations (consisting of name, job title, work location, award and employment status (permanent/temporary/casual)) to the workplace on a quarterly basis, unless agreed between the employer and union to be on a more regular basis. This information is to be provided electronically.

#### **PART 19: UNION DELEGATES**

- (1) The employer is committed to the Government's Union Encouragement policy and as part of this commitment, acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (2) Public sector employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (3) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

- (4) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

#### **PART 20: INDUSTRIAL RELATIONS EDUCATION LEAVE**

- (1) Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (2) Before the employer approves such leave the union must provide the employer information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, the employer must be satisfied that the proposed course is within the terms of clause 20(1).
- (3) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegated authority) of the employer.
- (4) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the employer, the relevant union and the employee.
- (5) Upon request and subject to approval by the chief executive (or delegated authority) of the employer, 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 entity/work unit concerned. At the same time such leave shall not be unreasonably refused.
- (7) At the discretion of the chief executive of the employer, employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Directive relating to "Special Leave" issued and amended in accordance with section 54 of the *Public Service Act 2008*, 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.

#### **PART 21: PREVENTION AND SETTLEMENT OF DISPUTES**

- (1) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee's health or safety. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (3) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
- (a) The matter is to be discussed by the employee's union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days.

- (b) If the matter is not resolved as per (a) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days.
  - (c) If the matter remains unresolved it may be referred by the employee and/or his/her union representative to the ACC for discussion and appropriate action. This process should not exceed 14 days.
  - (d) If the matter is not resolved then it may be referred by either party to the Commission for conciliation, or if necessary, arbitration.
- (5) Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
  - (6) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

## **PART 22: WORKLOAD MANAGEMENT**

- (1) The employer is committed to working with its employees and relevant unions to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore the employer should ensure safe work environments are not compromised, and that employer responsibilities under legislation including duty of care to all employees are complied with.
- (2) It is recognised by the employer that unrealistic expectations should not be placed on employees by line management to consistently perform excessive working hours whereby no opportunities arise to utilise accrued time or time off in lieu (TOIL).
- (3) The employer is obliged to consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes. Management at the local level should undertake appropriate consultation with affected employees when implementing organisational initiatives including machinery of government changes that may have an impact on the workloads of affected employees.
- (4) The parties note that the Queensland Government workload management tool will be reviewed during the life of the *State Government Entities Certified Agreement 2019*. In utilising the workload management tool, the employer is obliged to adapt the template tool to account for employer-specific circumstances to ensure easier application of the tool.
- (5) In addition, the parties agree that relevant CCs will deal with the issue of workload management. The activities of the CC in the area of workload management should include, but not be limited to, the following:
  - (a) To undertake research on local workload management issues;
  - (b) To address specific workload issues referred by staff of work units, union officials and/or management;
  - (c) To develop expedient processes for referral of workload issues to the CC;
  - (d) Based on research, develop strategies to improve immediate and long term workload issues;
  - (e) To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee;
  - (f) To consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes, and make recommendations to affected workgroups on the management of potential workload issues where appropriate.



## **PART 23: FAIR CAREER PATHS**

### **23.1 General Provisions**

- (1) The employer acknowledges that absences from the workforce due to family responsibilities and utilisation of flexibility measures should not be considered barriers to progression.
- (2) The employer will report to the relevant CC on measures taken to support improved career paths.
- (3) The parties are committed to providing reasonable career opportunities to employees. The parties are committed to providing consistent and transparent classifications across the employer.
- (4) The employer, in consultation with the relevant CC, will ensure that it has a review process in place to allow aggrieved employees the opportunity to raise concerns about the work value assessment (utilising the job evaluation management system (JEMS) or other approved methodology) of their position. These processes will provide the opportunity for consultation with the relevant union and may include a union representative as part of the process.
- (5) Design Principles relating to the JEMS review process were approved by the Central Peak Consultative Committee in 2004 under the auspices of the *State Government Departments Certified Agreement 2003*. These agreed Design Principles were developed and approved for discretionary use by Government entities including the employer when finalising the review process referred to above.

### **23.2 Improving internal merit-based career paths**

- (1) The parties reaffirm their commitment to merit-based career paths and the importance of applying the merit principle to appointments, consistent with the *Public Service Act 2008*.

## **PART 24: FAIR TREATMENT AT WORK**

- (1) The parties commit to continue to work to improve performance management practices.

## **PART 25: IMPROVING GENDER EQUITY**

- (1) The parties acknowledge the benefits of flexibility in the workplace and the employer is committed to supporting flexibility and gender equity in accordance with its legislative obligations.
- (2) The parties agree that cultural change is necessary to ensure flexible work arrangements are not perceived to be gender related and do not result in unintended consequences.
- (3) The parties are committed to driving cultural change with specific emphasis on the promotion of and availability of flexibility measures for all employees irrespective of gender.
- (4) The employer confirms its commitment to supporting women in the workplace and recognising the importance of gender pay equity.
- (5) The parties acknowledge that cultural change is necessary to ensure that the gender pay gap is reduced during the life of this Agreement.
- (6) Where requested by the union/s the parties commit to establish an Equal Employment Opportunity Subcommittee of the ACC, to promote cultural change and support flexibility and gender equity in the workplace.

## **PART 26: WORK/LIFE BALANCE**

- (1) The employer is committed to workplace practices that improve the balance between work and life for its employees, irrespective of gender.

- (2) The parties agree that requests by employees to access work-life balance initiatives will be considered. Work-life balance initiatives shall include, but not be limited to:
- Flexible working arrangements, including telecommuting/working from home and co-working spaces/distributed work centres;
  - Secondments and interchanges;
  - Career breaks; and
  - Transition to retirement.
- (3) The employer acknowledges the employees' entitlements to request flexible work arrangements in accordance with the *Industrial Relations Act 2016* and its obligations in deciding those requests.

#### **PART 27: INTRODUCTION OF TECHNOLOGY/FUTURE OF WORK**

- (1) The parties acknowledge the potential for 'intensification of work' through boundaries between work life and home life being blurred as a result of the inclusion or advancement of technology.
- (2) The employer, through the relevant CC, will consult on proposed technological change or advancements which may affect or impact on employee's employment.

#### **PART 28: WORKPLACE BULLYING**

- (1) All employees have the right to be treated fairly and with dignity in an environment free from disruption, intimidation, harassment, victimisation and discrimination.
- (2) The employer commits to raise further awareness of the protections for employees from bullying and harassment as provided under the *Industrial Relations Act 2016*.

#### **PART 29: SUPPORT FOR WORKERS WITH MENTAL ILLNESS**

- (1) The parties recognise that the workplace plays a vital role in assisting employees affected by mental health issues and commits to:
- (a) Fostering communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support; and
  - (b) Fostering a respectful, empathetic and inclusive work environment to assist and support to employees.
  - (c) The employer, through the ACC, will implement a suitable program to provide mental health first aid training or similar to an appropriate number of employees, over the life of this Agreement, prioritising training for existing Health and Safety Representatives and First Aid Officers who express an interest.
- (2) The employer acknowledges the specialist skills of Employee Assistance Programs (EAP), in particular specialist skills in supporting persons affected by mental health issues. In addition to the EAP, the employer commits to considering, through relevant CCs, additional services as required to ensure appropriate consideration of cultural, regional and remote needs for employees affected by mental health issues.

#### **PART 30: CLIENT AGGRESSION**

- (1) The parties recognise that client aggression is a workplace health and safety issue affecting some public sector workplaces and agree that violence and aggression by clients towards staff is not acceptable.
- (2) The employer commits to providing personal safety training to all employees via an appropriate medium. This training will focus on strategies to ensure personal safety in the workplace, including planned approaches in particular scenarios and de-escalation of conflict and aggressive behaviour in others.

### **PART 31: FIRE WARDENS AND WORKPLACE HEALTH AND SAFETY REPRESENTATIVES**

- (1) The employer acknowledges the importance of the role of fire wardens and workplace health and safety representatives and the value of their contribution to the workplace.
- (2) The employer will ensure that employees who have been appointed or elected to these roles in the workplace have sufficient time free from other duties to complete these responsibilities.

### **PART 32: REGIONAL AND REMOTE**

- (1) The parties acknowledge the importance of regional, rural and remote jobs in delivering services to the community.
- (2) The parties acknowledge the Government's ongoing commitment in providing employees who reside (either permanently or temporarily) in government owned dwellings with a safe residential environment and acceptable facility standards.
- (3) The employer will review the Remote and Regional Locations Incentives Scheme policy in consultation with Together Queensland Union. As part of this review, the employer will commit to exploring the potential for further expanding the incentives provided under the policy and include promotion of internal transfers between regional locations. This review will commence within two months of this Agreement being certified.
- (4) The employer acknowledges the importance of relevant professional development and training for employees in regional, rural and remote areas, together with its greater accessibility for those employees through technology.

### **PART 33: SPREAD OF HOURS – BRISBANE CENTRAL BUSINESS DISTRICT**

- (1) These provisions shall apply only to employees engaged under the *Queensland Public Service Officers and Other Employees Award – State 2015* where the employee's place of work, at daily commencing and finishing times, is within the Australian Bureau of Statistics Statistical Local Areas of "City – Remainder" and "City – Inner" within the Statistical Subdivision of "0501 – Inner Brisbane".
- (2) In recognition of the problems associated with increased traffic congestion into the Central Business District of Brisbane, the parties agree to a wider ordinary spread of hours of 6.00 am to 7.00 pm for full-time and part-time employees only.
- (3) The purpose of such an arrangement is to allow employees and supervisors to mutually agree to changes to existing commencing and finishing times in order that the employees can commence and/or finish their working hours outside the recognised peak times of 7am to 9am and 4pm to 6pm.
- (4) For the purposes of application of the Directive relating to "Excess Travel Time" issued and amended in accordance with section 54 of the *Public Service Act 2008*, which only applies to employees subject to the *Queensland Public Service Officers and Other Employees Award – State 2015*, the ordinary spread of hours for the purposes of Part C (Excess Travel Time) shall be 6.00 am to 7.00 pm.
- (5) The parties affirm that the capacity for an individual employee to have an ordinary spread of hours of 6.00am to 7.00pm by mutual agreement under these provisions will not be used as the rationale to alter customer service delivery arrangements of entities affected by these provisions.
- (6) All other conditions contained in Awards and Directives (as amended) relating to overtime, meal breaks and meal allowances shall continue to apply.

## **APPENDIX 1: SALARY SCHEDULES**

Index of contents:

- *Queensland Public Service Officers and Other Employees Award – State 2015; and*
- *General Employees (Queensland Government Departments) and Other Employees Award – State 2015.*

## Queensland Public Service Officers and Other Employees Award – State 2015

## ADMINISTRATIVE STREAM

Clas. Level	Pay Point	Salary 01/09/2020 Per Fortnight	Salary 01/09/2021 Per Fortnight (2.5% p.a. increase)	Salary 01/03/2022 Per Fortnight (2.5% p.a. increase)	Salary 01/09/2022 Per Fortnight (2.5% p.a. increase)	Salary 01/09/2020 Annualised	Salary 01/09/2021 Annualised (2.5% p.a. increase)	Salary 01/03/2022 Annualised (2.5% p.a. increase)	Salary 01/09/2022 Annualised (2.5% p.a. increase)
L1	1	\$1,477.90	\$1,514.80	\$1,552.70	\$1,591.50	\$38,557	\$39,520	\$40,509	\$41,521
	2	\$1,573.00	\$1,612.30	\$1,652.60	\$1,693.90	\$41,038	\$42,064	\$43,115	\$44,193
	3	\$1,669.00	\$1,710.70	\$1,753.50	\$1,797.30	\$43,543	\$44,631	\$45,748	\$46,890
L2	1	\$1,918.00	\$1,966.00	\$2,015.20	\$2,065.60	\$50,039	\$51,292	\$52,575	\$53,890
	2	\$1,966.00	\$2,015.20	\$2,065.60	\$2,117.20	\$51,292	\$52,575	\$53,890	\$55,236
	3	\$2,016.00	\$2,066.40	\$2,118.10	\$2,171.10	\$52,596	\$53,911	\$55,260	\$56,642
	4	\$2,067.00	\$2,118.70	\$2,171.70	\$2,226.00	\$53,927	\$55,275	\$56,658	\$58,075
	5	\$2,116.00	\$2,168.90	\$2,223.10	\$2,278.70	\$55,205	\$56,585	\$57,999	\$59,450
	6	\$2,167.00	\$2,221.20	\$2,276.70	\$2,333.60	\$56,535	\$57,950	\$59,397	\$60,882
	7	\$2,222.00	\$2,277.60	\$2,334.50	\$2,392.90	\$57,970	\$59,421	\$60,905	\$62,429
	8	\$2,284.00	\$2,341.10	\$2,399.60	\$2,459.60	\$59,588	\$61,078	\$62,604	\$64,169
L3	1	\$2,435.00	\$2,495.90	\$2,558.30	\$2,622.30	\$63,527	\$65,116	\$66,744	\$68,414
	2	\$2,523.00	\$2,586.10	\$2,650.80	\$2,717.10	\$65,823	\$67,470	\$69,157	\$70,887
	3	\$2,614.00	\$2,679.40	\$2,746.40	\$2,815.10	\$68,197	\$69,904	\$71,652	\$73,444
	4	\$2,702.00	\$2,769.60	\$2,838.80	\$2,909.80	\$70,493	\$72,257	\$74,062	\$75,915
L4	1	\$2,860.00	\$2,931.50	\$3,004.80	\$3,079.90	\$74,615	\$76,481	\$78,393	\$80,352
	2	\$2,951.00	\$3,024.80	\$3,100.40	\$3,177.90	\$76,989	\$78,915	\$80,887	\$82,909
	3	\$3,044.00	\$3,120.10	\$3,198.10	\$3,278.10	\$79,416	\$81,401	\$83,436	\$85,523
	4	\$3,136.00	\$3,214.40	\$3,294.80	\$3,377.20	\$81,816	\$83,861	\$85,959	\$88,109
L5	1	\$3,298.00	\$3,380.50	\$3,465.00	\$3,551.60	\$86,042	\$88,195	\$90,399	\$92,659
	2	\$3,391.00	\$3,475.80	\$3,562.70	\$3,651.80	\$88,469	\$90,681	\$92,948	\$95,273
	3	\$3,485.00	\$3,572.10	\$3,661.40	\$3,752.90	\$90,921	\$93,194	\$95,523	\$97,910
	4	\$3,577.00	\$3,666.40	\$3,758.10	\$3,852.10	\$93,321	\$95,654	\$98,046	\$100,499
L6	1	\$3,772.00	\$3,866.30	\$3,963.00	\$4,062.10	\$98,409	\$100,869	\$103,392	\$105,977
	2	\$3,857.00	\$3,953.40	\$4,052.20	\$4,153.50	\$100,626	\$103,141	\$105,719	\$108,362
	3	\$3,943.00	\$4,041.60	\$4,142.60	\$4,246.20	\$102,870	\$105,442	\$108,077	\$110,780
	4	\$4,028.00	\$4,128.70	\$4,231.90	\$4,337.70	\$105,088	\$107,715	\$110,407	\$113,167
L7	1	\$4,207.00	\$4,312.20	\$4,420.00	\$4,530.50	\$109,758	\$112,502	\$115,315	\$118,198
	2	\$4,308.00	\$4,415.70	\$4,526.10	\$4,639.30	\$112,393	\$115,202	\$118,083	\$121,036
	3	\$4,407.00	\$4,517.20	\$4,630.10	\$4,745.90	\$114,975	\$117,851	\$120,796	\$123,817
	4	\$4,505.00	\$4,617.60	\$4,733.00	\$4,851.30	\$117,532	\$120,470	\$123,481	\$126,567
L8	1	\$4,652.00	\$4,768.30	\$4,887.50	\$5,009.70	\$121,367	\$124,402	\$127,511	\$130,699
	2	\$4,742.00	\$4,860.60	\$4,982.10	\$5,106.70	\$123,715	\$126,810	\$129,979	\$133,230
	3	\$4,828.00	\$4,948.70	\$5,072.40	\$5,199.20	\$125,959	\$129,108	\$132,335	\$135,643
	4	\$4,916.00	\$5,038.90	\$5,164.90	\$5,294.00	\$128,255	\$131,461	\$134,749	\$138,117

Queensland Public Service Officers and Other Employees Award – State 2015									
PROFESSIONAL STREAM									
Clas. Level	Pay Point	Salary 01/09/2020 Per Fortnight	Salary 01/09/2021 Per Fortnight (2.5% p.a. increase)	Salary 01/03/2022 Per Fortnight (2.5% p.a. increase)	Salary 01/09/2022 Per Fortnight (2.5% p.a. increase)	Salary 01/09/2020 Annualised	Salary 01/09/2021 Annualised (2.5% p.a. increase)	Salary 01/03/2022 Annualised (2.5% p.a. increase)	Salary 01/09/2022 Annualised (2.5% p.a. increase)
L1	1	\$1,518.00	\$1,556.00	\$1,594.90	\$1,634.80	\$39,604	\$40,595	\$41,610	\$42,651
	2	\$1,658.00	\$1,699.50	\$1,742.00	\$1,785.60	\$43,256	\$44,339	\$45,448	\$46,585
	3	\$1,797.00	\$1,841.90	\$1,887.90	\$1,935.10	\$46,882	\$48,054	\$49,254	\$50,485
	4	\$1,997.00	\$2,046.90	\$2,098.10	\$2,150.60	\$52,100	\$53,402	\$54,738	\$56,108
	5	\$2,081.00	\$2,133.00	\$2,186.30	\$2,241.00	\$54,292	\$55,648	\$57,039	\$58,466
	6	\$2,163.00	\$2,217.10	\$2,272.50	\$2,329.30	\$56,431	\$57,843	\$59,288	\$60,770
	7	\$2,256.00	\$2,312.40	\$2,370.20	\$2,429.50	\$58,857	\$60,329	\$61,837	\$63,384
L2	1	\$2,432.00	\$2,492.80	\$2,555.10	\$2,619.00	\$63,449	\$65,035	\$66,661	\$68,328
	2	\$2,561.00	\$2,625.00	\$2,690.60	\$2,757.90	\$66,815	\$68,484	\$70,196	\$71,952
	3	\$2,691.00	\$2,758.30	\$2,827.30	\$2,898.00	\$70,206	\$71,962	\$73,762	\$75,607
	4	\$2,824.00	\$2,894.60	\$2,967.00	\$3,041.20	\$73,676	\$75,518	\$77,407	\$79,343
	5	\$2,956.00	\$3,029.90	\$3,105.60	\$3,183.20	\$77,120	\$79,048	\$81,023	\$83,047
	6	\$3,086.00	\$3,163.20	\$3,242.30	\$3,323.40	\$80,512	\$82,526	\$84,589	\$86,705
L3	1	\$3,236.00	\$3,316.90	\$3,399.80	\$3,484.80	\$84,425	\$86,536	\$88,698	\$90,916
	2	\$3,332.00	\$3,415.30	\$3,500.70	\$3,588.20	\$86,929	\$89,103	\$91,331	\$93,614
	3	\$3,429.00	\$3,514.70	\$3,602.60	\$3,692.70	\$89,460	\$91,696	\$93,989	\$96,340
	4	\$3,526.00	\$3,614.20	\$3,704.60	\$3,797.20	\$91,991	\$94,292	\$96,650	\$99,066
L4	1	\$3,745.00	\$3,838.60	\$3,934.60	\$4,033.00	\$97,704	\$100,146	\$102,651	\$105,218
	2	\$3,840.00	\$3,936.00	\$4,034.40	\$4,135.30	\$100,183	\$102,687	\$105,255	\$107,887
	3	\$3,935.00	\$4,033.40	\$4,134.20	\$4,237.60	\$102,661	\$105,229	\$107,858	\$110,556
	4	\$4,028.00	\$4,128.70	\$4,231.90	\$4,337.70	\$105,088	\$107,715	\$110,407	\$113,167
L5	1	\$4,207.00	\$4,312.20	\$4,420.00	\$4,530.50	\$109,758	\$112,502	\$115,315	\$118,198
	2	\$4,308.00	\$4,415.70	\$4,526.10	\$4,639.30	\$112,393	\$115,202	\$118,083	\$121,036
	3	\$4,407.00	\$4,517.20	\$4,630.10	\$4,745.90	\$114,975	\$117,851	\$120,796	\$123,817
	4	\$4,505.00	\$4,617.60	\$4,733.00	\$4,851.30	\$117,532	\$120,470	\$123,481	\$126,567
L6	1	\$4,652.00	\$4,768.30	\$4,887.50	\$5,009.70	\$121,367	\$124,402	\$127,511	\$130,699
	2	\$4,742.00	\$4,860.60	\$4,982.10	\$5,106.70	\$123,715	\$126,810	\$129,979	\$133,230
	3	\$4,828.00	\$4,948.70	\$5,072.40	\$5,199.20	\$125,959	\$129,108	\$132,335	\$135,643
	4	\$4,916.00	\$5,038.90	\$5,164.90	\$5,294.00	\$128,255	\$131,461	\$134,749	\$138,117

Queensland Public Service Officers and Other Employees Award – State 2015									
OPERATIONAL STREAM									
Clas. Level	Pay Point	Salary 01/09/2020 Per Fortnight	Salary 01/09/2021 Per Fortnight (2.5% p.a. increase)	Salary 01/03/2022 Per Fortnight (2.5% p.a. increase)	Salary 01/09/2022 Per Fortnight (2.5% p.a. increase)	Salary 01/09/2020 Annualised	Salary 01/09/2021 Annualised (2.5% p.a. increase)	Salary 01/03/2022 Annualised (2.5% p.a. increase)	Salary 01/09/2022 Annualised (2.5% p.a. increase)
L1	1	\$1,322.00	\$1,355.10	\$1,389.00	\$1,423.70	\$34,490	\$35,354	\$36,238	\$37,143
	2	\$1,419.00	\$1,454.50	\$1,490.90	\$1,528.20	\$37,021	\$37,947	\$38,897	\$39,870
	3	\$1,515.00	\$1,552.90	\$1,591.70	\$1,631.50	\$39,525	\$40,514	\$41,526	\$42,565
	4	\$1,630.00	\$1,670.80	\$1,712.60	\$1,755.40	\$42,526	\$43,590	\$44,681	\$45,797
	5	\$1,726.00	\$1,769.20	\$1,813.40	\$1,858.70	\$45,030	\$46,157	\$47,310	\$48,492
	6	\$1,841.00	\$1,887.00	\$1,934.20	\$1,982.60	\$48,030	\$49,230	\$50,462	\$51,725
L2	1	\$1,918.00	\$1,966.00	\$2,015.20	\$2,065.60	\$50,039	\$51,292	\$52,575	\$53,890
	2	\$1,969.00	\$2,018.20	\$2,068.70	\$2,120.40	\$51,370	\$52,653	\$53,971	\$55,320
	3	\$2,022.00	\$2,072.60	\$2,124.40	\$2,177.50	\$52,753	\$54,073	\$55,424	\$56,809
	4	\$2,073.00	\$2,124.80	\$2,177.90	\$2,232.30	\$54,083	\$55,435	\$56,820	\$58,239
L3	1	\$2,104.00	\$2,156.60	\$2,210.50	\$2,265.80	\$54,892	\$56,264	\$57,670	\$59,113
	2	\$2,145.00	\$2,198.60	\$2,253.60	\$2,309.90	\$55,962	\$57,360	\$58,795	\$60,264
	3	\$2,190.00	\$2,244.80	\$2,300.90	\$2,358.40	\$57,136	\$58,565	\$60,029	\$61,529
	4	\$2,235.00	\$2,290.90	\$2,348.20	\$2,406.90	\$58,310	\$59,768	\$61,263	\$62,794
L4	1	\$2,325.00	\$2,383.10	\$2,442.70	\$2,503.80	\$60,658	\$62,173	\$63,728	\$65,322
	2	\$2,398.00	\$2,458.00	\$2,519.50	\$2,582.50	\$62,562	\$64,127	\$65,732	\$67,376
	3	\$2,473.00	\$2,534.80	\$2,598.20	\$2,663.20	\$64,519	\$66,131	\$67,785	\$69,481
	4	\$2,544.00	\$2,607.60	\$2,672.80	\$2,739.60	\$66,371	\$68,030	\$69,731	\$71,474
L5	1	\$2,609.00	\$2,674.20	\$2,741.10	\$2,809.60	\$68,067	\$69,768	\$71,513	\$73,300
	2	\$2,691.00	\$2,758.30	\$2,827.30	\$2,898.00	\$70,206	\$71,962	\$73,762	\$75,607
	3	\$2,778.00	\$2,847.50	\$2,918.70	\$2,991.70	\$72,476	\$74,289	\$76,147	\$78,051
	4	\$2,860.00	\$2,931.50	\$3,004.80	\$3,079.90	\$74,615	\$76,481	\$78,393	\$80,352
L6	1	\$2,980.00	\$3,054.50	\$3,130.90	\$3,209.20	\$77,746	\$79,690	\$81,683	\$83,726
	2	\$3,060.00	\$3,136.50	\$3,214.90	\$3,295.30	\$79,833	\$81,829	\$83,874	\$85,972
	3	\$3,136.00	\$3,214.40	\$3,294.80	\$3,377.20	\$81,816	\$83,861	\$85,959	\$88,109
L7	1	\$3,282.00	\$3,364.10	\$3,448.20	\$3,534.40	\$85,625	\$87,767	\$89,961	\$92,210
	2	\$3,359.00	\$3,443.00	\$3,529.10	\$3,617.30	\$87,634	\$89,825	\$92,072	\$94,373
	3	\$3,437.00	\$3,522.90	\$3,611.00	\$3,701.30	\$89,669	\$91,910	\$94,208	\$96,564

General Employees (Queensland Government Departments) and Other Employees Award – State 2015									
OPERATIONAL STREAM									
Clas. Level	Pay Point	Salary 01/09/2020 Per Fortnight	Salary 01/09/2021 Per Fortnight (2.5% p.a. increase)	Salary 01/03/2022 Per Fortnight (2.5% p.a. increase)	Salary 01/09/2022 Per Fortnight (2.5% p.a. increase)	Salary 01/09/2020 Annualised	Salary 01/09/2021 Annualised (2.5% p.a. increase)	Salary 01/03/2022 Annualised (2.5% p.a. increase)	Salary 01/09/2022 Annualised (2.5% p.a. increase)
L1	1	\$1,362.00	\$1,396.10	\$1,431.00	\$1,466.80	\$35,534	\$36,423	\$37,334	\$38,268
	2	\$1,458.00	\$1,494.50	\$1,531.90	\$1,570.20	\$38,038	\$38,990	\$39,966	\$40,965
	3	\$1,573.00	\$1,612.30	\$1,652.60	\$1,693.90	\$41,038	\$42,064	\$43,115	\$44,193
	4	\$1,669.00	\$1,710.70	\$1,753.50	\$1,797.30	\$43,543	\$44,631	\$45,748	\$46,890
	5	\$1,784.00	\$1,828.60	\$1,874.30	\$1,921.20	\$46,543	\$47,707	\$48,899	\$50,123
	6	\$1,880.00	\$1,927.00	\$1,975.20	\$2,024.60	\$49,048	\$50,274	\$51,532	\$52,820
L2	1	\$1,918.00	\$1,966.00	\$2,015.20	\$2,065.60	\$50,039	\$51,292	\$52,575	\$53,890
	2	\$1,969.00	\$2,018.20	\$2,068.70	\$2,120.40	\$51,370	\$52,653	\$53,971	\$55,320
	3	\$2,022.00	\$2,072.60	\$2,124.40	\$2,177.50	\$52,753	\$54,073	\$55,424	\$56,809
	4	\$2,073.00	\$2,124.80	\$2,177.90	\$2,232.30	\$54,083	\$55,435	\$56,820	\$58,239
L3	1	\$2,104.00	\$2,156.60	\$2,210.50	\$2,265.80	\$54,892	\$56,264	\$57,670	\$59,113
	2	\$2,145.00	\$2,198.60	\$2,253.60	\$2,309.90	\$55,962	\$57,360	\$58,795	\$60,264
	3	\$2,190.00	\$2,244.80	\$2,300.90	\$2,358.40	\$57,136	\$58,565	\$60,029	\$61,529
	4	\$2,235.00	\$2,290.90	\$2,348.20	\$2,406.90	\$58,310	\$59,768	\$61,263	\$62,794
L4	1	\$2,325.00	\$2,383.10	\$2,442.70	\$2,503.80	\$60,658	\$62,173	\$63,728	\$65,322
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	3	\$2,473.00	\$2,534.80	\$2,598.20	\$2,663.20	\$64,519	\$66,131	\$67,785	\$69,481
	4	\$2,544.00	\$2,607.60	\$2,672.80	\$2,739.60	\$66,371	\$68,030	\$69,731	\$71,474
L5	1	\$2,609.00	\$2,674.20	\$2,741.10	\$2,809.60	\$68,067	\$69,768	\$71,513	\$73,300
	2	\$2,691.00	\$2,758.30	\$2,827.30	\$2,898.00	\$70,206	\$71,962	\$73,762	\$75,607
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	4	\$2,860.00	\$2,931.50	\$3,004.80	\$3,079.90	\$74,615	\$76,481	\$78,393	\$80,352
L6	1	\$2,980.00	\$3,054.50	\$3,130.90	\$3,209.20	\$77,746	\$79,690	\$81,683	\$83,726
	2	\$3,060.00	\$3,136.50	\$3,214.90	\$3,295.30	\$79,833	\$81,829	\$83,874	\$85,972
	3	\$3,136.00	\$3,214.40	\$3,294.80	\$3,377.20	\$81,816	\$83,861	\$85,959	\$88,109
L7	1	\$3,282.00	\$3,364.10	\$3,448.20	\$3,534.40	\$85,625	\$87,767	\$89,961	\$92,210
	2	\$3,359.00	\$3,443.00	\$3,529.10	\$3,617.30	\$87,634	\$89,825	\$92,072	\$94,373
	3	\$3,437.00	\$3,522.90	\$3,611.00	\$3,701.30	\$89,669	\$91,910	\$94,208	\$96,564



**APPENDIX 2: LOCALITY ALLOWANCE AREAS**

## LOCAL AUTHORITIES AS AT 1997

Douglas Shire  
 Cairns City  
 Johnstone Shire  
 Cardwell Shire  
 Hinchinbrook Shire  
 Thuringowa City  
 Townsville City  
 Burdekin Shire  
 Bowen Shire \*  
 Whitsunday Shire  
 Mackay City  
 Mirani Shire  
 Sarina Shire  
 Broadsound Shire \*  
 Livingstone Shire  
 Rockhampton City  
 Fitzroy Shire  
 Gladstone City  
 Calliope Shire  
 Miriam Vale Shire

\*Within the Local government areas of Broadsound and Bowen the “coastal” areas are those including the following:

BROADSOUND	BOWEN
St Lawrence	Collinsville
Koumala	Abbot Point
Carmila	Bowen
Westwood	Armuna
	Binbee
	Almoola
	Scottville
	Wilmington
	Guthalungra
	Kyburra

Places for which the additional locality allowance available under this Agreement will be paid include the following:–

BROADSOUND	BOWEN
Middlemount	Ravenswood
Norwich Park	Birrilee
Dysart	Mt Leyston
Saraji	Gunjulla
German Creek	Mt Coolon

For any places not listed which are within the local government areas of Broadsound and Bowen, and for which a Locality Allowance is payable as set out in Ministerial Directive 19/99 (Locality Allowances), the Chief Executive of the entity has the authority to determine whether the place is inside or outside the “coastal” area.

## APPENDIX 3: EMPLOYMENT SECURITY POLICY

### 1. Introduction:

The Queensland Government has restored this employment security policy for government agencies as part of its commitment to restoring fairness for its workforce.

The Government is committed to maximum employment<sup>1</sup> security for permanent government employees (as outlined in section 2 - Application) by developing and maintaining a responsive, impartial and efficient government workforce as the preferred provider of existing services to Government and the community. The workforce's commitment to continue working towards achievement of best practice performance levels makes this commitment possible. The Government is also committed to providing stability to the government workforce by curbing organisational restructuring. The focus will be on pursuing performance improvement strategies for the government workforce to achieve "best value" delivery of quality services to the community, in preference to restructuring, downsizing or simply replacing government workers with nongovernment service providers. A greater emphasis will be placed on effective change management, which together with workforce planning, career planning and skills development will ensure that the government workforce has the flexibility and mobility to meet future needs. Further, the Government undertakes that permanent government employees will not be forced into unemployment as a result of organisational change or changes in agency priorities other than in exceptional circumstances. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities, and involuntary redundancy will only occur in exceptional circumstances, and only with the approval of the Commission Chief Executive, Public Service Commission.

### 2. Application:

This policy applies to all permanent employees of Queensland Government agencies (including departments, public service offices, statutory authorities and other government entities as defined under the *Public Service Act 2008*). This policy does not apply to government employees who are subject to disciplinary action which would otherwise result in termination of employment, or who are not participating in reasonable opportunities for retraining, deployment or redeployment.

### 3. Authority:

This policy was approved by Cabinet on 6 July 2020.

### 4. Policy:

#### 4.1 Permanent Employment

The Queensland Government is committed to maximising permanent employment where possible. Fixed term temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. Casual employment should only be utilised where permanent and fixed term temporary employment options have been considered and are not viable or appropriate. Labour hire engagements should only be used in limited circumstances where direct employment is not viable or appropriate and is the least preferred option. Agencies are encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

#### 4.2 Organisational change and restructuring

It is the Government's intention that future organisational change and restructuring will be limited in scale. All organisational change will need to demonstrate clear benefits and enhanced service delivery to the community. The objective is to stabilise government agencies, and to avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community.

Cabinet approval is required for all major organisational change and restructuring in agencies:

- a) that will significantly impact on the government workforce (e.g. significant job reductions, deployment to new locations, alternative service delivery arrangements, etc). The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within agencies, and ordinarily organisational restructuring should not result in large scale "spilling" of jobs.

b) that will have major social and economic implications, particularly in regional and rural centres where the government is committed to maintaining government employment. Proposals affecting these centres need to carefully evaluate the impact on communities to ensure that short-term efficiency gains are balanced against the long-term social and economic needs of these communities.

The agency will need to demonstrate that any proposed organisational change or restructuring will result in clearly defined service enhancements to government and/or the community, as identified in a business case, and be undertaken through a planned process. Where an agency has made a decision to introduce major organisational change or restructuring, it will notify affected employees/unions and discuss the changes as early as practicable. This may be undertaken through forums such as Agency Consultative Committees.

The requirement to obtain Cabinet approval for major organisational change is not intended to reduce the flexibility of Chief Executives in their day-to-day management of agencies' operations. Chief Executives retain prerogative over normal business activities to manage the government workforce, (such as job reclassification, job redesign, performance management, disciplinary action and transfers), and organisational improvement initiatives (such as process re-engineering, changes in work practices and the introduction of new technology).

#### 4.3 Employees affected by organisational change

The government undertakes that tenured government employees will not be forced into unemployment as a result of organisational change, other than in exceptional circumstances.

Government employees affected by performance improvement initiatives or organisational change will be offered maximum employment opportunities within the government, including retraining, deployment, and redeployment. Only after these avenues have been explored will voluntary early retirement be considered.

Where continuing employment in the government is not possible, support, advice and assistance will be provided to facilitate transition to new employment opportunities. In the event of a decision to outsource a government service, the agency should ensure that every effort is directed towards assisting employees to take up employment with the external provider. Retrenchment will only be undertaken in exceptional circumstances where deployment or redeployment are not options, and only with the approval of the Commission Chief Executive, Public Service Commission.

#### 4.4 Consultation

For further advice on the application of this policy, agencies should consult with the Public Service Commission.

## APPENDIX 4: QUEENSLAND GOVERNMENT POLICY ON THE CONTRACTING-OUT OF SERVICES

### 1. Application

The Queensland Government recognises that government agencies are the key instruments for delivering or implementing the policies of the government.

In striving to achieve "best value" delivery of services to the community, the government's focus will be on pursuing performance improvement strategies for its workforce, not on simply replacing government employees with non-government service providers.

In this regard, the government has restored the following policy on contracting-out of services as part of its commitment to restoring fairness for the government workforce. This policy applies to all Queensland Government agencies (including departments, public service offices, statutory authorities, and other government entities as defined under the Public Service Act 2008) and all tenured employees of these agencies. The government recognises that, in the case of Queensland Health (comprising the Department of Health and the Hospital and Health Services), public health services are provided through a mix of in-house delivered services and partnerships with non-government, community and private sector health providers.

For the purposes of this policy, contracting-out refers to a contractual arrangement to deliver a service to government or the provision of a government service by a non-government service provider. Capital works programs are not considered government services for the purpose of this policy. This means that current arrangements for delivery of the capital works program through competitive tendering will continue. Further, the purchase of services by government agencies from an internal government provider is not regarded as contracting-out.

Similarly, services contracted to community service providers through grant programs or as recurrently funded programs are not regarded as being contracted-out for the purposes of this policy.

This policy does not apply to the normal purchase of inputs to government agencies such as office supplies and consultancies. It does however apply to contractual arrangements such as cleaning and other 'hotel' type services.

Where there are major joint ventures or co-locations with the private sector (e.g. hospital co-locations) decisions on the delivery of support services will be made on a case by case basis.

### 2. Authority

This policy was released on 16 January 2016.

### 3. Policy

#### 3.1 Services currently provided in-house (i.e. by a government agency)

It is the policy of the government that in order to maintain existing government jobs, there will be no contracting-out of services currently provided in-house other than in circumstances where:

- actual shortages exist in appropriately skilled in-house staff;
- there is a lack of available infrastructure capital or funds to meet the cost of providing new technology;
- or
- it can clearly be demonstrated that it is in the public interest that services should be contracted-out.

Cabinet approval will be required only for contracting-out proposals that meet the criteria outlined above where they would have a significant impact on the government's workforce in terms of job losses. Cabinet submissions proposing contracting-out initiatives should detail:

- why the service cannot continue to be delivered by government agencies;
- the impact on the government workforce;
- how the proposed initiative will improve government service delivery;
- any social and/or economic impact on the Queensland community;
- the impact on regional and rural communities, where relevant, particularly in regard to maintenance of public employment in regional and rural Queensland;
- the impact on future competitive tendering in a market where the government will have no capacity to bid;
- communication and consultation strategies, including managing the impact on the tenured government

- workforce, and workforce transition plans for deployment, redeployment and retraining; and
- the cost implications for government.

Where the government agrees to contract-out services, employees and the relevant unions will be consulted as early as possible. Discussions will take place prior to any steps being taken to call tenders or to enter into any alternative bidding arrangement for the provision of services by an external provider.

If, after full consultation with employees and relevant unions, employees are to be affected by the necessity to contract-out services, the government agency should:

- ensure that effort is directed towards assisting employees to take up employment with the contractor; and/or
- ensure that employees are given the maximum opportunity to accept deployment and redeployment.

### 3.2 Services currently contracted-out

It is the policy of the government that when existing contracts with non-government providers are due for renewal, the services generally will be once again offered to contract.

If the conditions of the existing contract allow for the contract to be renewed without a tendering process, and the external provider has met all the conditions of the contract, a new contract may be offered to the current provider subject to continuing commercial viability and the mutual agreement of both parties.

Where a contract is due to expire and a tendering process is proposed, government agencies may bid for the work, subject to any legislative requirements and government agencies competing on a fair basis – that is, with any advantages or disadvantages that stem solely from their public ownership being removed or accounted for in an appropriate manner. Operational guidelines will be developed to assist agencies in assessing the relative merits of in-house and external bids.

In-sourcing will be undertaken only where it can be demonstrated that work is competitive on an overall "best value" basis, including quality and cost of purchase and maintenance of any capital equipment required to perform the work.

### 3.3 New services

A decision on whether it is appropriate to contract-out new government services with significant workforce impacts will be made on a case by case basis by Cabinet. Opportunity will be provided for the new government service to be delivered by in-house staff where it can be demonstrated that work is competitive on an overall "best value" basis, including quality and cost of purchase and maintenance of any capital equipment required to perform the work.

Cabinet submissions proposing contracting-out of new services should detail:

- any social and/or economic impact on the Queensland community;
- the impact on regional and rural communities;
- the impact on future competitive tendering in a market where the government will have no capacity to bid;
- why the service needs to be delivered by a non-government service provider; and
- the cost implications for government.

### 3.4 Services in replacement facilities

Existing outsourcing arrangements may not always be extended to replacement facilities (e.g. replacement hospitals and schools). A decision by Cabinet on whether it is appropriate to continue to contract-out services in replacement facilities will be made on a case by case basis.

Where a decision is made to transfer the existing contract to a replacement service, this may be offered to the current provider subject to commercial viability and the mutual agreement of both parties.

Opportunity should be given for in-house staff to undertake the work where it can be demonstrated that work is competitive on an overall "best value" basis, including quality and cost of purchase and maintenance of any capital equipment required to perform the work.

Cabinet submissions proposing contracting-out of replacement services should detail:

- the impact on the government workforce;
- how the proposed initiative will result in improvements to government service delivery;
- any social and/or economic impact on the Queensland community;
- the impact on regional and rural communities, where relevant, particularly in regard to maintenance of public employment in regional and rural Queensland;
- the impact on future competitive tendering in a market where the government will have no capacity to bid, if relevant; and
- the cost implications for government.

### 3.5 Implementing the Policy on the Contracting-Out of Services

In applying this policy, the following principles should be adhered to:

- i. The primary focus should be on improving the productivity of the existing government workforce through performance improvement strategies (such as training, innovation, and benchmarking);
- ii. Where services currently contracted-out come up for tender, or the delivery of new services and services in replacement facilities are being considered, in-house staff should be given the opportunity to undertake the work where it can be demonstrated that it is competitive on an overall "best value" basis, including quality and cost of purchase and cost of maintenance of any necessary capital equipment;
- iii. Where competitive tenders involve in-house bids, those bids must be fairly based – that is, with any advantages or disadvantages that stem solely from their public ownership being removed or accounted for in an appropriate manner;
- iv. Except in exceptional circumstances, in-house work units should be afforded sufficient opportunity and support, over a reasonable time, to achieve an acceptable level of performance, efficiency and effectiveness, before alternative service provision options are considered; and
- v. Options for the management of employees affected by organisational change are to include deployment, retraining, redeployment and voluntary early retirement.

## **APPENDIX 5: QUEENSLAND GOVERNMENT COMMITMENT TO UNION ENCOURAGEMENT**

The Queensland Government has made a commitment to encourage union membership among its employees. As part of this commitment the government will:

- Acknowledge union delegates and job representatives have a role to play within a workplace, including during the agreement making process. The existence of accredited union delegates and/or job representatives is to be encouraged. Accredited union delegates and/or job representatives shall not be unnecessarily hindered in the reasonable and responsible performance of their duties.
- Subject to relevant legislation, allow employees full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected. Delegates will be provided reasonable access to facilities for the purpose of undertaking union activities.
- Encourage the establishment of joint union and employer consultative committees at a central and agency level.
- Promote reasonable and constructive industrial relations education leave in the form of paid time off to acquire knowledge and competencies in industrial relations.
- Provide an application for union membership and information on the relevant union(s) to all employees at the point of engagement and during induction.
- At the point of engagement, provide employees with a document indicating that the Agency encourages employees to join and maintain financial membership of an organisation of employees that has the right to represent their industrial interests.
- Subject to relevant privacy considerations, provide union(s) with details of new employees.

The active cooperation of all managers and supervisors is necessary to ensure that the government can honour this commitment.

Passive acceptance by agencies of membership recruitment activity by unions does not satisfy the government's commitment. Encouragement requires agencies to take a positive, supportive role, although ultimately it remains the responsibility of the unions themselves to conduct membership recruitment.