

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

State of Queensland (Department of Youth Justice)

AND

Together Queensland, Industrial Union of Employees

The Australian Workers' Union, Queensland

United Voice, Industrial Union of Employees, Queensland

*(Matter No. CB/2020/56)*

**YOUTH DETENTION CENTRE CERTIFIED AGREEMENT 2019**

**Certificate of Approval**

On 27 August 2020, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** YOUTH DETENTION CENTRE CERTIFIED AGREEMENT 2019

**Parties to the Agreement:**

- Together Queensland, Industrial Union of Employees
- The Australian Workers' Union, Queensland
- United Voice, Industrial Union of Employees, Queensland

**Operative Date:** 27 August 2020

**Nominal Expiry Date:** 31 August 2023

Dated 27 August 2020.

J. C. DWYER  
Industrial Commissioner

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

### **1.1 Title**

- (1) This Agreement will be known as the Youth Detention Centre Certified Agreement 2019.

### **1.2 Parties bound**

- (1) This Agreement is binding upon:
  - (a) The State of Queensland;
  - (b) Employees employed by the State of Queensland in Youth Detention Centres in the Department of Youth Justice to whom the following Awards apply:
    - (i) *Youth Detention Centre Employees Award – State 2016*;
    - (ii) *General Employees (Queensland Government Departments) and other Employees Award – State 2015*; 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; and
  - (b) Employees in the Department of Youth Justice covered by a separate instrument.

### **1.3 Operation**

- (1) The Agreement operates from 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 terminate the State Government Entities Certified Agreement 2015 insofar as it relates to employees covered by this Agreement, at an appropriate time on or following certification of this Agreement.
- (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 employees' 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 all Queenslanders. The parties are committed to an effective department, delivering quality services to Queenslanders to support the 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 group in the employer's Agency Consultative Framework.

**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.

**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*.

**Employer** means the Department of Youth Justice.

**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.

**PSTP** means Public Sector Training Package.

**Rostered day off** means as per the definition provided in the relevant award.

**Scheduled day off** means as per the definition provided in the relevant award.

## PART 2: WAGES, ALLOWANCES AND OTHER CONDITIONS

### 2.1 New Wage Rates

- (1) Subject to more beneficial rates being applied in accordance with clause 2.19 (6), (7) and (8), the minimum wage increases to apply are on the last agreement rates as contained in the State Government Entities Certified Agreement 2015 and will apply as follows:

- A 2.5% wage increase from 1 September 2019
- A 2.5% wage increase from 1 September 2021
- A 2.5% wage increase from 1 March 2022
- A 2.5% wage increase from 1 September 2022

- (2) The parties acknowledge that the wage increase applying from 1 September 2019 in clause 2.1(1) above has been paid in advance of certification in accordance with the *Industrial Relations act 2016* (Chapter 15A).
- (3) The salary schedules reflecting the rates payable at 1 September 2019 are set out in Appendix 1 of this Agreement. Salary schedules for rates payable for future years in light of clauses 2.19(6)-(16) will be published at <https://www.forgov.qld.gov.au/core-2019-and-associated-agreements-salary-schedules>.

## **2.2 One-off Payment**

- (1) The parties acknowledge that in reaching in-principle agreement for this Agreement a one-off payment of \$1250 (pro-rata for part-time and casual employees) was paid prior to certification of this Agreement to eligible employees in accordance with the terms of the in-principle agreement.

## **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 it wishes to apply this clause to non-continuous and/or continuous shift workers.

## **2.5 Aggregated Hours**

- (1) Where agreed between the employer and employee, and subject to policy requirements, an employee may work varied weekly hours provided that at the end of an agreed work cycle of 3 months or more the employee has worked the total ordinary hours for the work cycle.
- (2) This provision is designed to cater mainly for seasonal work or work units which have discernible peaks and troughs in workloads at different times of the year.
- (3) Overtime arrangements/penalty rates apply to work in excess of the agreed hours of duty.
- (4) This provision may be implemented by agreement between management and the majority of employees affected in the workplace.

## **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 Consolidated Shift Allowance

- (1) It has been agreed that 12 hour shift arrangements will operate for continuous shift workers in Brisbane Youth Detention Centre and Cleveland Youth Detention Centre, in accordance with section 15.1(c) *Youth Detention Centre Employees Award – State 2016*.
- (2) Where continuous shift workers engaged at youth detention centres work 12 hour shift arrangements in accordance with section 15.1(c) of the *Youth Detention Centre Employees Award – State 2016*, those employees will receive a Consolidated Shift Allowance (CSA).
- (3) The CSA will be paid as a consolidation of the following payments which are provided for in the *Youth Detention Centre Employees Award – State 2016*:
  - (i) shift allowances incurred for afternoon and night shifts; and
  - (ii) penalty payments incurred for shifts on Saturdays and Sundays.
- (4) The CSA will be paid fortnightly in addition to base salary at the following rates:
  - (i) 26.96% for continuous shift workers employed at the OO3 and OO4 classification levels;
  - (ii) 26.96% for continuous shift workers employed at the OO5 classification level; and
  - (iii) 27.46% for continuous shift workers employed at the OO6 classification level.
- (5) The CSA will be payable during Recreation Leave (in lieu of 'leave loading' payments described at per clause 19.1(b) of the *Youth Detention Centre Employees Award – State 2016*), and during Long Service Leave.
- (6) The CSA will not be payable on:
  - (i) overtime hours worked (relevant Award provisions will instead apply);
  - (ii) any hours worked on a public holiday (relevant Award provisions will instead apply);
  - (iii) a rostered or scheduled day off, or time off in lieu of overtime (TOIL); and
  - (iv) any type of leave other than Recreation Leave and Long Service Leave, unless an industrial instrument provides otherwise.



- (7) The CSA will not be included in the calculation of employer superannuation contributions (except where required to be included for calculation of Ordinary Time Earnings under the Superannuation Guarantee legislation).

### **2.10 Youth Justice Operational Employees' Allowance**

- (1) Operational employees at classification levels OO2 to OO6 (inclusive) covered by this Agreement will be paid the Youth Justice Operational Employees' Allowance in recognition of the challenges experienced by operational employees working with vulnerable young people and/or within a controlled youth detention centre environment.
- (2) This allowance will be paid at the rate of \$0.6579 per ordinary hour worked, up to a maximum of \$50.00 per fortnight.
- (3) This allowance will be increased by 2.5% at the same time as the annual base wage increases at clause 2.1(1) occur as follows:
- (i) 1 September 2021: \$0.6743 per ordinary hour worked up to a maximum of \$51.25 per fortnight.
  - (ii) 1 March 2022: \$0.6912 per ordinary hour worked up to a maximum of \$52.53 per fortnight.
  - (iii) 1 September 2022: \$0.7084 per ordinary hour worked up to a maximum of \$53.84 per fortnight.
- (4) This allowance will not be payable at any time the employee is not working ordinary hours, including on:
- (i) overtime and time off in lieu of overtime (TOIL);
  - (ii) a rostered or scheduled day off; and
  - (iii) any type of leave, unless an industrial instrument provides otherwise.
- (5) This allowance will not be included in the calculation of employer superannuation contributions (except where required to be included for calculation of Ordinary Time Earnings under the Superannuation Guarantee legislation).

### **2.11 Soiled Linen Allowance**

- (1) Employees covered by this Agreement who are employed as OO3 Laundry Supervisors and OO2 Laundry Assistants will be paid a soiled linen allowance of \$0.0263 per ordinary hour worked in recognition of the requirement to handle soiled linen in the course of their duties in a youth detention centre environment.
- (2) The allowance will not be payable at any time the employee is not working ordinary hours, including on:
- (i) overtime and time in lieu of overtime (TOIL);
  - (ii) a rostered or scheduled day off; and
  - (iii) any type of leave, unless an industrial instrument provides otherwise.
- (3) This allowance will not be included in the calculation of employer superannuation contributions (except where required to be included for calculation of Ordinary Time Earnings under the Superannuation Guarantee legislation).
- (4) The term 'soiled linen' includes linen and clothing which has been used and/or is dirty.

## 2.12 Cleveland Youth Detention Centre General Employees

- (1) This section applies to employees covered by this Agreement who are employed under the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015* on a tenured or temporary basis at classification levels OO2 to OO4 (inclusive) at Cleveland Youth Detention Centre.
- (2) From the operative date of this Agreement, employees to whom this section applies will receive the following entitlements in recognition of their contribution to Cleveland Youth Detention Centre operations:
  - (i) a locality allowance in accordance with the conditions prescribed in Directive 16/18: Locality Allowances, as amended and/or superseded from time to time.
  - (ii) entitlement to accrue five weeks' recreation leave (calculated in hours depending on the hours of duty prescribed) for each completed year of service and a proportionate amount for an incomplete year of service. Note, this entitlement applies to part-time employees on a pro-rata basis. In the case of employees other than continuous shift workers, leave loading will be payable in respect of four weeks' recreation leave accrual only. However, the employer may, at its discretion, choose to pay leave loading (on a pro rata basis) at the rate of 14% on five weeks' recreation leave accrual, in lieu of payment of leave loading at the rate of 17.5% on four weeks' recreation leave accrual.

## 2.13 Meal Breaks and Rest Pauses

- (1) Shift workers participating in 12 hour shifts shall be entitled to a 30 minute break at the conclusion of the school day to be taken away from their designated work area, at a time which suits the convenience of the employer and so as not to interfere with the continuity of work.
- (2) Every shift worker participating in 12 hour shifts is entitled to a rest pause of 15 minutes duration in the employer's time in the first and second half of the working day. Such rest pauses are to be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where work is necessary. Provided that the employer may determine that the rest pauses may be taken as three 10 minute rest pauses or combined into one 30 minute rest pause to be taken during the working day.
- (3) Employees who are required to supervise young people during meal-times shall be provided with meals free of charge.
- (4) The employer commits to reviewing the timing of paid meal (crib) breaks provided under clause 16.2 of the *Youth Detention Centre Employees Award – State 2016*, for Detention Youth Workers working 12 hour shifts in youth detention centres. This will occur at each youth detention centre separately via consultation at Local Consultative Committees (LCCs).

## 2.14 Policy Reviews

- (1) The employer commits to reviewing departmental policies and associated documents for the following topics, in consultation with unions via the ACC:
  - (i) Recruitment and Selection – This review will seek to ensure vacancies are filled in an appropriate and timely manner, and ensure that recruitment activities are informed by relevant Government Directives and legislation, and by workforce and resource planning activities occurring with the employer. Note, the employer is also committed to resource planning for critical frontline roles and the approach in relation to this planning will be developed in consultation with relevant unions via the ACC.
  - (ii) Temporary and Casual Employment – This review, which will be informed by relevant Government Directives and legislation, will clarify when use of temporary employment is appropriate and the process for converting eligible temporary employees to permanent status.

- (iii) Leave – This review, which will be informed by Government Directives and legislation, will clarify entitlements and approval processes, consideration of the practice of charging sick leave to recreation leave balances, and factors associated with ensuring that the policy has processes in place to support employees and protect their privacy when they choose to apply for leave relating to Domestic and Family Violence.
  - (iv) Complaints - This review, which will be informed by Government Directives and legislation, will clarify the process for an employee seeking to resolve a complaint.
  - (v) Discipline - This review, which will be informed by Government legislation, will clarify the disciplinary process for employees.
  - (vi) Detention Youth Worker OO3-OO4 Progression – This review, which will be informed by Government legislation, will clarify the process for Detention Youth Worker movement between classification levels of OO3 to OO4.
  - (vii) Hours of Work and Flexible Work Arrangements – This review, which will be informed by Government Directives and legislation, will consider applicability in a shift work environment.
- (2) The parties will commit to a jointly agreed schedule of the aforementioned reviews, in line with employer and union priorities. The employer is committed to communicating updated policies and associated documents with all employees.

### **2.15 Safety, Health and Wellbeing**

- (1) The employer is committed to achieving a safe workplace through the development and implementation of a safety, health and wellbeing framework, which will:
- (i) be informed by relevant legislation and whole of government agendas;
  - (ii) ensure that collaboration, consultation and communication with employees is a fundamental principle of the framework;
  - (iii) collaboratively work to mitigate and/or manage risk, including physical and psychological risk, with an aim of reducing workplace related injuries and/or illness; and
  - (iv) provide for continuous improvement through ongoing engagement with employees, establishment of a workplace health and safety (WHS) peak committee with oversight of local committees, and encouragement of WHS representatives to participate fully.
- (2) Further, the employer undertakes to consult with unions in relation to the content of the safety, health and well-being framework, including jointly agreed WHS peak committee terms of reference and escalation protocols.

### **2.16 Staff to Young Person Ratio**

- (1) The parties agree to a minimum staff to young person ratio of 1:4 within youth detention centres and further, that only Detention Youth Workers may be counted in the staff component of this ratio.
- (2) The parties note that Cleveland Youth Detention Centre is already operating in accordance with the 1:4 ratio as described above.
- (3) The parties agree that Brisbane Youth Detention Centre, which is currently only operating in accordance with the 1:4 ratio within accommodation units, will fully implement the ratio as soon as possible but no later than six (6) months from the operative date of the agreement.
- (4) The parties recognise that from time to time Section Supervisors may be called upon to assist in genuine short term backfill of Detention Youth Workers throughout the course of shifts where emergent or extenuating circumstances present.

- (5) The parties recognise that any extension of this arrangement to new youth detention centre infrastructure is subject to appropriate funding allocation and its applicability to approved operating models from Government.

### **2.17 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.

### **2.18 Introduction of New OO5 Roles**

- (1) The employer commits to the introduction of a new role in youth detention centres at the OO5 classification level over the life of the agreement. The positions will act as an expert practitioner, supporting and mentoring less experienced Detention Youth Worker staff.
- (2) Positions required to support this initiative will be sourced from within existing allocations and reclassified to an OO5 level and will be included as part of the 1:4 staff to young person ratio as per clause 2.16.
- (3) The employer will undertake workforce modelling to determine the number of positions required to support this initiative. However, it is envisioned that the following number of positions will be reclassified over the life of the agreement: five (5) positions at Brisbane Youth Detention Centre; five (5) positions at Cleveland Youth Detention Centre; and two (2) positions at the new Youth Detention Centre.
- (4) The employer will review the effectiveness of the role during the life of the agreement.

### **2.19 No Further Claims**

- (1) This Agreement is in full and final settlement of all parties' claims for its duration, except for the wage rates that will apply to employees covered by this Agreement as determined in accordance with 2.19(7)-(16). 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) Subject to clause 2.19(3) herein, 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 operates from 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) It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant parent award.
- (7) Notwithstanding the minimum wage rates payable in accordance with clause 2.1 the parties agree that

wage rates payable under this Agreement may amended by a Wages Determination. A Wages Determination means:

- (a) a decision of the Commission; or
  - (b) mutual agreement between the parties.
- (8) The Wages Determination will be in accordance with the parameters contained in the following clauses for the purposes of the *Industrial Relations Act 2016*:
- (a) The Commission shall hear and determine the quantum of wages provided under this Agreement. Without limiting the quantum that may be determined, the Commission may decide to increase wages above those provided for in accordance with this Agreement or decide that no further wage increases are warranted.
  - (b) The parties will apply for the Wages Determination to be heard by a Full Bench of the Commission.
  - (c) It is the parties' intention for the Wages Determination, to the extent that it is to be heard by a Full Bench of the Commission, to be heard and determined as if the matter were an arbitration under section 180 of the *Industrial Relations Act 2016*, to the extent permitted by law.
  - (d) On making the Wages Determination, the effective date will be no earlier than 1 September 2018. The Wages Determination will apply equally to all cohorts of employees covered by this Agreement. Any increased wages payable under this Agreement as a consequence of the Wages Determination will only be applied to employees covered by this Agreement at the date the Wages Determination is decided by the Commission or agreed between the parties.
- (9) The pay anniversary date will not be varied from 1 September each year as a result of the Wages Determination.
- (10) Wages Determination will finally determine the matter and will become a term of this Agreement and will be enforceable as such.
- (11) There will only be one Wages Determination applied for, heard, determined, decided or agreed to for the life of this Agreement.
- (12) The date the Wages Determination is decided is the date of the decision of the Commission or the date of the agreement between the parties.
- (13) The parties may seek to join the Wages Determination hearing with other certified agreement Wages Determinations relying on the same or similar mechanism.
- (14) The parties agree to commence discussions with a view to trying to reach mutual agreement for a Wages Determination following the 2020 Fair Work Commission decision in the Federal Annual Wage Review (AWR). If mutual agreement cannot be reached within one month from the release of the 2020 AWR Decision, the parties will agree to refer the matter to the Commission to hear and decide the Wages Determination.
- (15) The parties must identify and raise any and all jurisdictional issues within four weeks of the referral being made, should there be no issues to be raised the parties will confirm this in writing to the Commission.
- (16) If there is a dispute about the application of the parameters for the Wages Determination under this clause, the parties agree that the Commission may hear and decide these matters concurrently with the Wages Determination.

### **PART 3: TRAINING AND DEVELOPMENT**

- (1) The employer commits to provide youth detention operational staff with five (5) days paid training per year for mandatory competencies, along with assessment to ascertain whether these competencies are achieved each year.
- (2) Additional training and development will be provided to youth detention operational staff in relation to working with clients with mental health, alcohol and drug misuse issues, as well as other training as identified in employees' Achievement and Capability Plans. Such development may be delivered via block training modules, online course material and/or on the job coaching or mentoring.
- (3) Youth detention operational staff who seek to undertake study to obtain an accredited qualification which is not mandatory to their role may apply for departmental assistance to do so via the employer's Study and Research Assistance Scheme.

### **PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS**

#### **4.1 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 and will consider the outcomes of 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".

#### **4.2 Appropriate Remuneration**

- (1) The following remuneration shall be paid for employees that meet the requirements in clause 4.1:

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

### **PART 5: CULTURAL 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 6: 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 7: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT**

### **7.1 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.

### **7.2 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.

### **7.3 Temporary Employment**

(1) The employer commits, where possible, to collect additional data about temporary engagements with a view to increasing reporting to the ACC or 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 149 of the *Public Service Act 2008* for criteria which a chief executive must consider when deciding whether a person's employment with 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 Directive 08/17 Temporary Employment. Those criteria are:

- whether there is a continuing need for the person to be employed in the role, or a role which is substantially the same, and the role is likely to be ongoing; and
  - the merit of the temporary employee for the role by applying the merit criteria in section 28 of the *Public Service Act 2008*.
- (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.

#### **7.4 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 the 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 the priorities of the employer. 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 8: 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;
  - (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 9: 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 9(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 16);
  - (b) Organisational Change and Restructuring (Part 7.4);
  - (c) Training (Part 3);
  - (d) Union Encouragement (Part 12);
  - (e) Work/Life Balance (Part 20);
  - (f) Organisational matters such as the review of, changes to or introduction of new workforce management policies;
  - (g) Fair Career Paths (Part 17);
  - (h) Improving Gender Equity (Part 19); and
  - (i) Cultural Awareness activities and training (Part 5).
- (3) The ACC may agree to establish standing committees, sub-committees, or other additional consultative structures (such as 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 of certification of this Agreement.

#### **PART 10: 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 11: 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 12: 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 13: 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 14: INDUSTRIAL RELATIONS EDUCATION LEAVE**

- (1) Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (2) Before the employer approves such leave the union must provide the employer information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, the employer must be satisfied that the proposed course is within the terms of clause 14(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 15: PREVENTION AND SETTLEMENT OF DISPUTES**

- (1) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee's health or safety. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (3) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
  - (a) The matter is to be discussed by the employee's union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days.
  - (b) If the matter is not resolved as per (a) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days.
  - (c) If the matter remains unresolved it may be referred by the employee and/or his/her union representative to the 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 16: 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 17: FAIR CAREER PATHS**

### **17.1 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.

### **17.2 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 18: FAIR TREATMENT AT WORK**

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

**PART 19: 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 20: 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 21: 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 22: 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.

- (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 23: BEHAVIOUR MANAGEMENT MODEL FOR YOUNG PEOPLE IN YOUTH DETENTION CENTRES**

- (1) The employer recognises that violence and aggression by young people towards staff is not acceptable and undertakes to communicate this position within the youth detention centres.
- (2) The parties agree to maintain the existing Behaviour and Incentives model currently in operation in youth detention centres. 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 the *Youth Justice Act 1991*, *Youth Justice Regulation 2016* and departmental documents.
- (3) 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.



**APPENDIX 1: SALARY SCHEDULES**

**INDEX OF CONTENTS OF APPENDIX 1:**

- *General Employees (Queensland Government Departments) and Other Employees Award – State 2015;*
- *Youth Detention Centre Employees Award - State 2016.*

<b>General Employees (Queensland Government Departments) and Other Employees Award – State 2015</b>			
<b>ADMINISTRATIVE STREAM</b>			
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>Youth Detention Centre Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
<b>The applicable rate is whichever is higher. See Clause 2.19(6) of this Agreement</b>			
L1	1	<b>\$1,508.00</b>	\$1,477.90
	2	<b>\$1,583.00</b>	\$1,559.10
	3	<b>\$1,678.00</b>	\$1,640.00
L2	1	<b>\$1,885.00</b>	\$1,824.10
	2	<b>\$1,932.00</b>	\$1,866.20
	3	<b>\$1,981.00</b>	\$1,909.40
	4	<b>\$2,031.00</b>	\$1,953.00
	5	<b>\$2,080.00</b>	\$1,997.70
	6	<b>\$2,130.00</b>	\$2,044.80
	7	<b>\$2,184.00</b>	\$2,097.40
L3	1	<b>\$2,245.00</b>	\$2,155.50
	2	<b>\$2,393.00</b>	\$2,303.80
	3	<b>\$2,480.00</b>	\$2,392.60
	4	<b>\$2,569.00</b>	\$2,481.10
	5	<b>\$2,656.00</b>	\$2,568.90
	6	<b>\$2,811.00</b>	\$2,723.90
	7	<b>\$2,900.00</b>	\$2,814.10
	8	<b>\$2,992.00</b>	\$2,904.40
L4	1	<b>\$3,082.00</b>	\$2,995.30
	2	<b>\$3,241.00</b>	\$3,156.80
	3	<b>\$3,333.00</b>	\$3,248.50
	4	<b>\$3,425.00</b>	\$3,339.60
L5	1	<b>\$3,515.00</b>	\$3,431.20
	2	<b>\$3,707.00</b>	\$3,621.90
	3	<b>\$3,791.00</b>	\$3,706.70
	4	<b>\$3,875.00</b>	\$3,791.10
L6	1	<b>\$3,959.00</b>	\$3,875.20
	2	<b>\$4,135.00</b>	\$4,052.70
	3	<b>\$4,234.00</b>	\$4,150.60
	4	<b>\$4,331.00</b>	\$4,248.40
L7	1	<b>\$4,428.00</b>	\$4,345.80
	2	<b>\$4,572.00</b>	\$4,490.20
	3	<b>\$4,660.00</b>	\$4,577.10
	4	<b>\$4,745.00</b>	\$4,662.50
L8	1	<b>\$4,831.00</b>	\$4,749.10
	2		
	3		
	4		

Clause 2.19(6) and the wages determination mechanism at clause 2.19(7)-(16) of this Agreement mean that rates payable may change. Future rates for or any changed rates will be updated at the ForGov webpage.

<b>General Employees (Queensland Government Departments) and Other Employees Award – State 2015</b>			
<b>OPERATIONAL STREAM</b>			
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>Youth Detention Centre Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
		<b>The applicable rate is whichever is higher. See Clause 2.19(6) of this Agreement</b>	
L1	1	\$1,338.00	\$1,322.00
	2	\$1,433.00	\$1,416.90
	3	\$1,546.00	\$1,512.50
	4	\$1,640.00	\$1,607.30
	5	\$1,753.00	\$1,702.60
	6	\$1,847.00	\$1,798.00
L2	1	\$1,885.00	\$1,824.10
	2	\$1,935.00	\$1,868.70
	3	\$1,987.00	\$1,914.00
	4	\$2,037.00	\$1,959.40
L3	1	\$2,068.00	\$1,987.10
	2	\$2,108.00	\$2,023.80
	3	\$2,152.00	\$2,064.60
	4	\$2,197.00	\$2,107.70
L4	1	\$2,285.00	\$2,197.10
	2	\$2,357.00	\$2,268.80
	3	\$2,430.00	\$2,340.90
	4	\$2,500.00	\$2,412.10
L5	1	\$2,564.00	\$2,475.90
	2	\$2,645.00	\$2,558.20
	3	\$2,730.00	\$2,641.10
	4	\$2,811.00	\$2,723.90
L6	1	\$2,929.00	\$2,843.80
	2	\$3,007.00	\$2,919.90
	3	\$3,082.00	\$2,995.30
L7	1	\$3,226.00	\$3,139.50
	2	\$3,301.00	\$3,216.60
	3	\$3,378.00	\$3,293.40

Clause 2.19(6) and the wages determination mechanism at clause 2.19(7)-(16) of this Agreement mean that rates payable may change. Future rates or any changed rates will be updated at the ForGov webpage.

Youth Detention Centre Employees Award – State 2016			
OPERATIONAL STREAM			
Classification Level	Pay Point	Award Rate of Pay	Youth Detention Centre Certified Agreement Rate of Pay
		Salary 01/09/2019 Per Fortnight	Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)
		<b>The applicable rate is whichever is higher. See Clause 2.19(6) of this Agreement</b>	
L1	1	\$1,282.00	<b>\$1,322.00</b>
	2	\$1,395.00	<b>\$1,416.90</b>
	3	\$1,489.00	<b>\$1,512.50</b>
	4	\$1,602.00	<b>\$1,607.30</b>
	5	\$1,697.00	<b>\$1,702.60</b>
	6	<b>\$1,810.00</b>	\$1,798.00
L2	1	<b>\$1,885.00</b>	\$1,824.10
	2	<b>\$1,935.00</b>	\$1,868.70
	3	<b>\$1,987.00</b>	\$1,914.00
	4	<b>\$2,037.00</b>	\$1,959.40
L3	1	<b>\$2,068.00</b>	\$1,987.10
	2	<b>\$2,108.00</b>	\$2,023.80
	3	<b>\$2,152.00</b>	\$2,064.60
	4	<b>\$2,197.00</b>	\$2,107.70
L4	1	<b>\$2,285.00</b>	\$2,197.10
	2	<b>\$2,357.00</b>	\$2,268.80
	3	<b>\$2,430.00</b>	\$2,340.90
	4	<b>\$2,500.00</b>	\$2,412.10
L5	1	<b>\$2,564.00</b>	\$2,475.90
	2	<b>\$2,645.00</b>	\$2,558.20
	3	<b>\$2,730.00</b>	\$2,641.10
	4	<b>\$2,811.00</b>	\$2,723.90
L6	1	<b>\$2,929.00</b>	\$2,843.80
	2	<b>\$3,007.00</b>	\$2,919.90
	3	<b>\$3,082.00</b>	\$2,995.30
Clause 2.19(6) and the wages determination mechanism at clause 2.19(7)-(16) of this Agreement mean that rates payable may change. Future rates or any changed rates will be updated at the ForGov webpage.			

**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**

St Lawrence  
 Koumala  
 Carmila  
 Westwood

**Bowen**

Collinsville  
 Abbot Point  
 Bowen  
 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**

Middlemount  
 Norwich Park  
 Dysart  
 Saraji  
 German Creek

**Bowen**

Ravenswood  
 Birralelee  
 Mt Leyston  
 Gunjulla  
 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 security<sup>1</sup> 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 non-government 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 30 March 2015.

### 4. Policy

#### 4.1 Permanent Employment

The Queensland Government is committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. Agencies are encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

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<sup>1</sup> Employment security is a commitment to continuing employment in government, as distinct from job security. This distinction recognises that jobs may change from their current form, as the skills mix and composition of the government workforce vary to meet changing government and community service 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 Office of Industrial Relations.

## **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<sup>2</sup> 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

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<sup>2</sup> This policy should be read in conjunction with applicable industrial instruments.

- 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.

**SIGNATORIES**

Signed by the Director General of the Department of Youth Justice )

Robert Gee

In the presence of:

Chantelle Kelsall

Signed for and on behalf of the Australian Workers' Union of Employees, Queensland )

Steve Baker

In the presence of:

Barry Watson

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

Alex Scott

In the presence of:

Dee Spink

Signed for and on behalf of the United Voice, Industrial Union of Employees Queensland )

Gary Bullock

In the presence of:

Evanna Beljak