

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

**State of Queensland (Department of Child Safety, Seniors and Disability Services and  
Department of Youth Justice)**

AND

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

**Together Queensland, Industrial Union of Employees**

**United Workers' Union, Industrial Union of Employees, Queensland**

*(Matter No. CB/2023/143)*

**CHILD SAFETY AND YOUTH JUSTICE CERTIFIED AGREEMENT 2023**

**Certificate of Approval**

On 20 December 2023, the Commission certified the **attached** written agreement in accordance with section 193 of the *Industrial Relations Act 2016 (Qld)*:

**Name of Agreement:** **Child Safety and Youth Justice Certified Agreement 2023**

**Parties to the Agreement:**

- State of Queensland (Department of Child Safety, Seniors and Disability Services and Department of Youth Justice)
- The Australian Workers' Union of Employees, Queensland
- Together Queensland, Industrial Union of Employees
- United Workers' Union, Industrial Union of Employees, Queensland

**Operative Date:** 20 December 2023

**Nominal Expiry Date:** 31 July 2026

**Previous Agreement:** Child Safety and Youth Justice Certified Agreement 2021

**Termination Date of Previous Agreement:** 20 December 2023

By the Commission

M. L. KNIGHT  
Industrial Commissioner  
21 December 2023

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**  
*Industrial Relations Act 2016 (No. CB/2023/143)*  
**CHILD SAFETY AND YOUTH JUSTICE CERTIFIED AGREEMENT 2023**

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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 2023*.

### **1.2 Parties bound**

(1) This Agreement is binding upon:

- (a) The State of Queensland (the Department of Child Safety, Seniors and Disability Services and the Department of Youth Justice).
- (b) All employees of the Department of Child Safety, Seniors and Disability Services and the Department of Youth Justice 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 *State Government Entities Certified Agreement 2023*, namely *Seniors, Disability Services employees, Multicultural Affairs employees* and the *Youth Detention Certified Agreement 2023*; and
- (c) Together Queensland, Industrial Union of Employees; The Australian Workers' Union of Employees, Queensland; and United Workers' Union, 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 Sector Act 2022*.
- (b) appointments made on a fixed term declared under section 155 of the *Public Sector Act 2022*; and
- (c) public sector executives employed under another Act or law under the equivalent employment arrangements and remuneration to employees under clause 1.2(2) (a) or (b) outside of the classifications provided for in this agreement.

### **1.3 Operation**

- (1) The Agreement operates from the date of certification and has a nominal expiry date of 31 July 2026.
- (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 *Child Safety and Youth Justice Certified Agreement 2021* insofar as it has application to employees bound by this Agreement.
- (2) The parties agree to terminate the *Child Safety and Youth Justice Certified Agreement 2021* 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 Equal Remuneration**

- (1) The employer is committed to taking proactive measures to achieve gender pay equity, where all employees receive equal remuneration for work of equal or comparable value.
- (2) The employer has implemented, will implement, or is implementing equal remuneration for work of equal or comparable value in relation to the employees covered by this Agreement as follows:
  - (a) where applicable, utilising the Queensland public sector job evaluation management system (JEMS) for determining the work value and applicable classification level and/or remuneration;
  - (b) providing remuneration based on transparent classification levels related to skills required to perform the role, so that a female employee doing the same work as a male employee will receive equal remuneration (see Appendix 1 of this Agreement for the classification structure and associated salaries);
  - (c) applying the provisions of the relevant industrial instrument and Directives regarding increment appointment and progression within a classification level, and ensuring any discretionary provisions are utilised in a fair and equitable manner irrespective of gender;

- (d) creating a culture that promotes gender pay equity, including equal access to training and development, promotional opportunities, and flexible working arrangements;
- (e) a commitment to improving gender equity and consultation on matters concerning gender equity in the workplace (see Part 22 of this Agreement);
- (f) where applicable the progression of equity, diversity, respect, and inclusion in employment matters in accordance with Chapter 2 of the *Public Sector Act 2022*, including actively progressing gender pay equity measures and conducting equity and diversity audits; and
- (g) nothing in this clause limits or prevents the use of any existing discretionary powers to achieve equal remuneration.

## 1.9 Definitions and Abbreviations

**ACC** means the Agency Consultative Committee, which is the peak forum in the Departments' 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 set out in Appendix 3.

**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.

**CRS** means the Classification and Remuneration System used by the Queensland Public Service.

**DCSSDS – means** the Department of Child Safety, Seniors and Disability Services.

**DYJ – means** the Department of Youth Justice.

**Department** means the Department of Child Safety, Seniors and Disability Services and the Department of Youth Justice.

**Directive** means a Queensland Government Directive issued (and as amended) by the Minister for Industrial Relations or the Commission Chief Executive of Public Sector Commission in accordance with sections 222 or 223 of the *Public Sector Act 2022*.

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

**Employer** means the State of Queensland as represented by the Department of Child Safety, Seniors and Disability Services and 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.

**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 wage increases:
  - 1 August 2023 - 4% to be applied to the last agreement rates as contained in the *Child Safety and Youth Justice Agreement 2021*.
  - 1 August 2024 - 4% to be applied to the agreement rates resulting at 1 August 2023, as above; and
  - 1 August 2025 - 3% to be applied to the agreement rates resulting at 1 August 2024, as above.
- (2) The salary schedules are set out in Appendix 1 of this Agreement.

### **2.2 Cost of Living Adjustment (COLA) Payments**

#### **2.2.1 Definitions**

- (1) The following definitions apply for the purposes of the Cost-of-Living Adjustment (COLA) Payments clause:

**COLA year** – means of the three 12-month periods from 1 August in one year to 31 July in the following year that includes a *calculation date*. The COLA years will be:

- 1 August 2022 – 31 July 2023 (COLA year 1);
- 1 August 2023 – 31 July 2024 (COLA year 2); and
- 1 August 2024 – 31 July 2025 (COLA year 3).

**base wages** – for an *eligible employee*, means the salary actually payable to the particular employee in the relevant *COLA year* for work covered by a *predecessor agreement* in COLA year 1, or this Agreement in COLA year 2 and 3, and includes higher duties performed by the employee under a *predecessor agreement or arrangement* or this Agreement and includes the casual loading where applicable. It does not include any other allowances or additional payments however described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payment of accrued leave where the leave is not taken; any payments for TOIL where the TOIL is not taken, COLA payments for previous periods, etc).

**calculation date** – means, either:

- 31 July 2023 (COLA payment year 1); or
- 31 July 2024 (COLA payment year 2); or
- 31 July 2025 (COLA payment year 3).

**COLA payment percentage** – see clause 2.2.4(2).

**CPI** – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant *COLA year*, as published by the Australian Bureau of Statistics.

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

**eligible employee** – see clause 2.2.3.

**predecessor agreement** – means the *Child Safety and Youth Justice Certified Agreement 2021*.

**Queensland government employee** – means a person employed in a government entity, as defined in section 24 of the repealed *Public Service Act 2008* as in force at 1 October 2022 and the entities specified at sections 24(2) (c), 24(2)(d) and 24(20)(h) of the Act: the parliamentary service, the Governor’s official residence and its associated administrative unit, and the police service.

**wage increase under the Agreement** - means the wage increase of either 4%, 4% or 3%, as specified in clause 2.1(1) of this Agreement, that occurs on the day after the end of the *COLA year*. For example, for the purposes of calculating COLA year 1 (1 August 2022 to 31 July 2023), the wage increase of 4% on 1 August 2023 is the *wage increase under the Agreement*.

## 2.2.2 Obligation for payment

- (1) The employer will make COLA payments as required by clause 2.2 to *eligible employees*.

## 2.2.3 Eligibility

- (1) *Eligible employees* covered by this Agreement may be entitled to receive COLA payments based on the *calculation dates*, for up to three years only, and ending for the *calculation date* of 31 July 2025.
- (2) For the COLA year 1, an employee is an *eligible employee* if they:
  - (a) performed work under a *predecessor agreement* during COLA year 1; and
  - (b) On the *calculation date* of 31 July 2023, they were:
    - (i) covered by a *predecessor agreement*; and
    - (ii) not a Queensland Police Service employee; and
    - (iii) not a Queensland Fire and Emergency Services employee within Disaster Management who will transition to the Queensland Police Service consistent with the Functional Transition Agreement dated 15 June 2023.
- (3) For COLA years 2 and 3, an employee is an *eligible employee* if they performed work under this Agreement during the relevant COLA year, and they are covered by this Agreement on the relevant *calculation date* for the associated COLA Payment.
- (4) In recognition of employee mobility across the sector, where an employee would otherwise be an *eligible employee* in accordance with clause 2.2.3(2) or 2.2.3(3), but they are not covered by this Agreement (or a *predecessor agreement* in the case of *COLA year 1*) on the relevant *calculation date* due to being employed elsewhere as a *Queensland government employee* on the *calculation date*, they will be deemed to be an *eligible employee* for the associated COLA payment. To facilitate payment of the COLA payment in this circumstance, the employee is required to provide relevant



details of their eligibility to the Chief Human Resources Officer of the Department under whose employment they are claiming the COLA payment.

*Example – an employee works for the first 3 months under a predecessor agreement or arrangement, or under this Agreement, during a relevant COLA year, then takes up employment under a different agreement. They remain employed under the different agreement as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA payment (see clause 2.2.3(6) for pro-rata payments).*

- (5) An employee who starts being covered by this Agreement or a predecessor agreement after a calculation date is not eligible for the associated COLA payment. For COLA year 1 also see clause 2.2.3(2).

*Example – an employee starts being covered by the Agreement on 17 September 2023. The employee is not eligible for COLA payment year 1.*

- (6) An eligible employee who did not perform work under a predecessor agreement or this Agreement for the full COLA year, will receive a pro-rata COLA payment by reference to the base wages they received that was attributable to work under the predecessor agreement or this Agreement.

*Example one – an eligible employee is employed and works for 5 months under a predecessor agreement or this Agreement during a relevant COLA year. Their base wages for the COLA year will reflect the 5 months they worked.*

*Example two – an eligible employee is employed for 12 months under a predecessor agreement or this Agreement during a relevant COLA year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay. Their base wages for the COLA year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.*

*Example three – an employee is employed for 12 months under a predecessor agreement or this Agreement during a relevant COLA year and in those 12 months, works for 6 months and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the COLA year will then reflect the 6 months they worked under the predecessor agreement or arrangement or this Agreement.*

- (7) An eligible employee who is casual or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant COLA year because of the definition of base wages.

*Example – a part-time employee works 0.6 full-time equivalent during the COLA year. The employee's base wages for the COLA year reflect their hours of work.*

- (8) In addition to the other requirements of clause 2.2.3, casual employees are eligible employees provided they have performed work under a predecessor agreement or this Agreement, or as a Queensland government employee, within the 12-week payroll period immediately prior to the relevant calculation date.

- (9) In circumstances where an *eligible employee* moves between entities under a *predecessor agreement* or this Agreement during the course of a relevant *COLA year*, they will remain eligible for a pro-rata COLA payment from each entity with reference to the base wages earned for the period in each entity. To facilitate these payments the employee is required to provide relevant details of their employment to each former entity.

*Example - an employee works for the first 3 months under this Agreement during COLA year 2 (first entity), then takes up employment in a different entity (second entity) under this Agreement. They remain employed under this Agreement in the second entity as at the relevant calculation date of 30 June 2024. Provided the employee provides the first entity with the required notice and details of their current employer (second entity) which confirms that they are a Queensland government employee employed under this Agreement as at the calculation date, they will be an eligible employee for a COLA payment from the first entity.*

## 2.2.4 Calculation and payments

### Step one

- (1) A COLA Payment is only payable if, for the relevant *COLA year*, CPI exceeds the *wage increase under the Agreement* that occurs on the day after the end of the *COLA year*.

### Step two

- (2) The relevant COLA Payment is calculated by first determining the percentage difference between the *wage increase under the Agreement* and CPI for the relevant *COLA year* and each COLA Payment is capped at 3% (the ‘COLA percentage’).

*Example one: For COLA Payment Year 1, the COLA year is 1 August 2022 to 31 July 2023. The wage increase under the Agreement is 4% on 1 August 2023. In April 2023, the ABS released the CPI figure for March 2023 as 7.4%. The COLA payment is calculated as the difference between 4% and 7.4%, i.e., 3.4%. However, because the COLA payment is capped at 3%, the COLA percentage is 3%.*

*Example two: For COLA Payment Year 3, the COLA year is 1 August 2024 to 31 July 2025. The wage increase under the Agreement is 3% on 1 August 2025. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA payment is calculated as the difference between 3% and 3.9%, i.e., 0.9%. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.*

### Step three

- (3) To calculate an *eligible employee’s* COLA Payment, the relevant employee’s *base wages* for the *COLA year* are to be determined.

Note – no adjustment to base wages is necessary as the relevant wage increase under the Agreement has not been applied for the *COLA year*.

### Step four

- (4) The figure from clause 2.2.4(3) is then multiplied by the COLA Percentage calculated in clause 2.2.4(2) to determine the particular employee’s COLA Payment for that *COLA year*.

*Example: The COLA percentage is 3% and the employee's base wages is \$90,000.*

- *\$90,000 multiplied by 3% = \$2,700.00*

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

### **2.2.5 Timing of information and payments**

- (1) For *eligible employees* under clause 2.2.3(2) and (4), if payable, the relevant COLA payment will be made within three (3) months following certification or the employee providing the notice of their employment pursuant to clause 2.2.3(4) or (9) following certification.
- (2) For *eligible employees* under clause 2.2.3(3) and (4), if payable, the relevant COLA Payment will be made within three (3) months of the latter: the relevant *calculation date* and release of the *CPI* or the employee providing the notice of their employment pursuant to clause 2.2.3(4) or (9).
- (3) DCSSDS and DYJ will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

### **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 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 as prescribed in the table below. This allowance is increased in line with the annual base wage increase at clause 2.1 of this Agreement, as follows:

1 August 2023 per Day	1 August 2024 per Day	1 August 2025 per Day
\$10.40	\$10.82	\$11.15

(maximum \$104.00 per fortnight)	(maximum \$108.20 per fortnight)	(maximum \$111.50 per fortnight)
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- (2) The allowance is only payable for a maximum of 10 days per fortnight. 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 Professional Officer 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 12-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 Minister for Industrial Relations Directive dealing with "Locality Allowances" (as amended) issued in accordance with section 223 of the *Public Service Act 2008*.
- (2) The rates prescribed by the *Ministerial 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 Hours of work**

### **2.9.1 Spread of hours**

- (1) 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.
- (2) 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.

- (3) Where the wider spread of hours has been mutually agreed, for the purposes of application of the Directive relating to “Excess Travel Time” issued and amended in accordance with section 223 of the *Public Sector Act 2022*, 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.
- (4) 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.
- (5) All other conditions contained in Awards and Directives (as amended) relating to overtime, meal breaks, and meal allowances shall continue to apply.
- (6) The parties, through consultation with the relevant Consultative Committee (CC), has the ability to agree to hours of work arrangements at the local level in accordance with award provisions.
- (7) Preparation for starting and finishing work including personal cleanup will be in the employee’s time. Activities required by the employer for the readiness to commence the performance of duties are to be treated as part of paid ordinary hours. If required, such activities will be agreed between the employer and the entity CC.

#### **2.9.2 Accrued Time balances and Time Off In Lieu (TOIL) balances**

- (1) Employers and employees have a joint responsibility to manage accrued time and time off in lieu (TOIL) balances, including access to these balances with the intention of avoiding the forfeiture of time. Supervisors are to ensure employees are proactively provided with access to the time, and employees are to avail themselves to take the time.
- (2)
  - (i) Supervisors of employees with five days (36.25 hours) of accrued time or more may develop a plan with the employee to reduce their accrued hours and may direct the employee to access no less than two days of accrued time leave within the next settlement period subject to operational needs.
  - (ii) For clarity, employees operating in an accrued time arrangement are entitled to accrue up to five days (36.25 hours) per settlement period, where there is an identified business need to do so. The parties recognise service delivery commitments, work-life balance aims, and management of operational requirements may result in an employee accruing more than five days of accrued time at the end of a settlement period.
- (3) Further to 2(ii) above, employees must have prior written approval (email will suffice) from their supervisor, for each instance, if more than five days (36.25 hours) is required to be carried over to the next settlement period.
- (4) The Departments will provide relevant union/s with a list of the number of accrued time hours forfeited (consisting of the work unit and accrued hours forfeited) on a six-monthly basis, unless agreed between the relevant Department and union to be on a more regular basis or where requested by union/s. This information is to be provided electronically.

- (5) Matters about the impingement of work activities on employees outside of their ordinary hours may be raised through relevant CCs.

## **2.10 On-call arrangements**

- (1) Subject to clause 2.13(6) of this Agreement, where the *Queensland Public Service Officers and Other Employees Award – State 2015* (QPSOOEA) on call rate is utilised for the purposes of determining the on-call rate payable, the relevant rate is the PO3.4 rate specified at Appendix 1 Salary Schedules for the QPSOOEA for the relevant year.
- (2) The departments are to develop entity specific guidelines for on-call arrangements in consultation with the relevant union/s through the CC where on-call rosters have been implemented or will be implemented to ensure appropriate arrangements and correct application of entitlements based on the underpinning industrial instruments.

## **2.11 Youth Justice Skilled Worker (Retention) Allowance**

- (1) A retention allowance of \$45 per fortnight will be payable to permanent full time and part-time Youth Justice Youth Workers engaged at the OO3 and OO4 pay classifications and Youth Justice Case Workers engaged at the PO2 and PO3 pay classifications after reaching two years' continuous service (excluding any periods of leave without pay not credited as service for the purpose of salary increments in the *Leave without Salary Credited as Service Directive* (as amended)).
- (2) The Youth Justice Skilled Worker (Retention) Allowance is an all-purpose allowance and, as such, is:
  - (i) payable in respect of all work performed and shall be subject to any applicable overtime or penalty rates;
  - (ii) payable for recreation leave, rostered days off, public holidays, workers compensation, sick leave, leave without pay for periods of less than one day; and
  - (iii) not payable for leave without pay for periods of one day or more.
- (3) The Youth Justice Skilled Worker (Retention) Allowance is considered part of ordinary time earnings (OTE) for the purposes of superannuation.
- (4) The Youth Justice Skilled Worker (Retention) Allowance is pro-rata for part time and casual employees.
- (5) The Youth Justice Skilled Worker (Retention) Allowance is not subject to annual increases.
- (6) Youth Justice Youth Workers engaged at the OO3 and OO4 pay classifications and Youth Justice Case Workers engaged at the PO2 and PO3 pay classifications for more than 2 years continuous service (excluding any periods of leave without pay not credited as service for the purpose of salary increments in the *Leave without Salary Credited as Service Directive* (as amended)) will be entitled to this allowance from date of certification of the Agreement.

## **2.12 Child Safety Continuance Allowance**

- (1) A continuance allowance equivalent to 3% of the base pay rate of PO3.4 will be payable to permanent full time and part-time Child Safety Officers who have been in receipt of the PO3.4 pay classification for 12 months or more (excluding periods of leave without

pay not credited as service for the purpose of salary increments in the *Leave without Salary Credited as Service Directive* (as amended)).

- (2) The Continuance Allowance is an all-purpose allowance and, as such, is:
  - (i) payable in respect of all work performed and shall be subject to any applicable overtime or penalty rates;
  - (ii) payable for recreation leave, rostered days off, public holidays, workers compensation, sick leave, leave without pay for periods of less than one day; and
  - (iii) not payable for leave without pay for periods of one day or more.
- (3) The Continuance Allowance is considered part of ordinary time earnings (OTE) for the purposes of superannuation.
- (4) The Continuance Allowance is pro-rata for part time and casual employees.
- (5) The Continuous Allowance is not subject to annual increases.
- (6) Child Safety Officers who have been in receipt of the PO3.4 pay classification for more than 12 months (excluding periods of leave without pay not credited as service for the purpose of salary increments in the *Leave without Salary Credited as Service Directive* (as amended)) will be entitled to this allowance from date of certification of the Agreement.

### **2.13 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) Subject to clause 2.13(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 Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions.
  - (b) Any improvements in conditions that are determined on a whole-of-government basis; 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, Queensland Industrial Relations Commission orders, determinations or directives made under the *Public Sector Act 2022* effective at the date this Agreement operates from shall not be reduced for the life of this Agreement.
- (5) Notwithstanding clause 2.13(4), the parties acknowledge that due to the commencement of the *Public Sector Act 2022* existing Directives, issued by the industrial relations Minister continued under section 308, are required to be reviewed and this review process commenced in 2023. Where agreed changes occur through this

review process that may result in conditions and/or entitlements being provided through an alternate mechanism and relevant Directive repealed, or the Directive no longer applies, or as otherwise agreed between the parties, this is not considered to be a matter in which disadvantage or diminution can be disputed.

- (6) Any increases in monetary amounts or other entitlements as a result of Queensland Industrial Relations Commission decisions, government policy, or Directives made under the *Public Sector Act 2022* will be applied.
- (7) It is a term of this Agreement that no person 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 Entry Level Child Safety Officer roles**

- (1) Entry level Child Safety Officer roles will be at Professional Officer Level 3 (PO3).
- (2) All new Child Safety Officers will be appointed at Professional Officer Level 3.1 classification upon commencement of employment and will be entitled to salary increments in accordance with section 12.9 of the *Queensland Public Service Officers and Other Employees Award – State 2015*.
- (3) Existing Child Safety Officers engaged at the PO2 classification will be reclassified to PO3.1 effective date of certification of this Agreement and will be entitled to salary increments in accordance with section 12.9 of the *Queensland Public Service Officers and Other Employees Award – State 2015*.
- (4) The discretion available to the employer under section 12.2(e) of the *Queensland Public Service Officers and Other Employees Award – State 2015* remains.

### **PART 4: AO2 CLASSIFICATION REVIEW**

- (1) The Departments will consult with Together Queensland Union to articulate the characteristics, duties and capabilities for both AO2 and AO3 level administrative roles in Youth Justice Service Centres, Youth Detention Centres, Regional Offices and Investment and Partnerships, ensuring the role profiles reflect the duties and responsibilities attached to each role.
- (2) After completing the work described above, DYJ and DCSSDS will then upgrade any AO2 positions recurrently undertaking work commensurate with AO3 level duties and responsibilities. Where such position upgrades occur, direct appointment or local limited applicant pools will be utilised in the first instances to ensure 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 the Agreement being certified with the initial consultation meeting date determining the commencement date.
- (4) Employees appointed pursuant to (2) above shall be paid at the AO3 salary as of the date of approval of the position upgrades by the Department. Unless, where the approval for the upgrade of positions occurs later than six months from commencement of this process, in which case the position upgrade and employees



appointed pursuant to (2) above will be paid effective from a date no later than six months from commencement of this process.

## **PART 5: WORKFORCE POLICIES**

### **5.1 Cultural Leave**

- (1) The Departments will review the Cultural Leave policy in consultation with union/s as applicable. This review will commence within six months of certification of this Agreement.

### **5.2 Flexible Work Arrangements**

- (1) The Departments will review the Flexible Work Arrangements policy in consultation with union/s as applicable. This review will commence within six months of certification of this Agreement.

### **5.3 Reasonable Adjustment**

- (1) The Departments will review the Reasonable Adjustment policy and practices in consultation with union/s as applicable. This review will commence within six months of certification of this Agreement.

### **5.4 PO Progression Policy in Youth Justice**

- (1) DYJ will consult with Together Queensland Union to review the PO Progression Policy for Caseworkers in Youth Justice Service Centres and Youth Detention Centres with an aim to streamline both timeframes and processes. This review will commence within one month of certification of this Agreement.

## **PART 6: TRAINING AND DEVELOPMENT**

### **6.1 Training and Development**

- (2) The parties to this Agreement recognise an ongoing commitment to training and development.
- (3) It is acknowledged employees should be encouraged to develop required skills and knowledge to support service delivery objectives.
- (4) 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.
- (5) 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 7.1 and 7.2 of this Agreement.
- (6) 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.

- (7) The employer will pay for continuing professional development (CPD) required in order to maintain qualifications mandatory to the employee's employment.
- (8) 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.

## **6.2 Training and Development Review**

- (1) The Departments commit to undertake a review of existing employee training and development offerings and implement a redesigned Learning and Development portal designed around specific cohorts, for example frontline child safety employees, investment and commissioning employees and business support employees.
- (2) The review will commence within six months of the Agreement being certified.

## **PART 7: RECOGNITION OF ACCREDITED QUALIFICATIONS**

### **7.1 Commitment**

- (1) The parties are committed to the principle that financial recompense will be provided for employees in the specified classifications who have attained an accredited qualification at the AQF level specified, or higher, achieved through training and assessment of competencies (including recognition of current competencies).

### **7.2 Appropriate Remuneration**

- (1) From 1 August 2023, the following remuneration, which is increased in line with the annual base wage increases in accordance with clause 2.1 of this Agreement, shall be paid to employees that meet the requirements in clause 7.1:

Qualification	Classification Level	1 August 2023 per Fortnight	1 August 2024 per Fortnight	1 August 2025 per Fortnight
Certificate IV (AQF IV)	AO2/OO3	\$43.20	\$44.90	\$46.20
Diploma (AQF V)	AO3/OO4/OO5	\$44.50	\$46.30	\$47.70
Advanced Diploma (AQF VI)	AO4/OO6	\$46.40	\$48.30	\$49.70
Certificate III (AQF III)	OO2	\$20.80	\$21.60	\$22.20

- (2) The remuneration in clause 7.2(1) will be payable from the date the employee attains the relevant qualification, or from 1 August 2023 if the qualification was attained prior to 1 August 2023.

## **PART 8: CULTURAL SAFETY, AWARENESS AND LEAVE**

### **8.1 Cultural Safety Policy**

- (1) The DCSSDS, through engagement with Aboriginal and Torres Strait Islander staff and in consultation with Unions and the DCSSDS First Nations Council, will develop a Cultural Safety Policy within 12 months of certification of this Agreement.

## **8.2 Cultural supervision and career pathway**

- (1) DCSSDS is committed to building the cultural capability of employees and providing culturally safe workplaces, practices, and processes. DCSSDS recognises and values the significant contributions to quality service delivery by Aboriginal and Torres Strait Islander employees.
- (2) DCSSDS commits to, within three months of the completion of the Cultural Safety policy, creating seven new identified positions (one position per region and one central position) for the purpose of providing cultural supervision to Aboriginal and Torres Strait Islander employees.
- (3) DCSSDS will consult with all relevant stakeholders, including Together Queensland Union and the department's First Nations Council, to identify a suitable role title and articulate the characteristics, duties, and capabilities to be contained within the role profile.
- (4) After completing the work described above, the department will utilise the JEMS process to have the role evaluated.

## **8.3 Consultation and decision making**

- (1) The parties recognise the value of diversity in the workplace and the importance of measures that promote diversity and cultural respect, in particular regarding Aboriginal and Torres Strait Islander peoples and cultures.
- (2) The Departments commit to encouraging all leadership roles to, where appropriate, promote inclusive practices by including Aboriginal and Torres Strait Islander employees in:
  - (a) consultation processes; and
  - (b) decision making processes.

## **8.4 Cultural awareness training and development**

- (1) The Departments commit to ensuring all employees covered by this agreement have completed the iLearn course *Starting the Journey*.
- (2) The Departments commit to ensuring all new employees covered by this agreement complete the iLearn course *Starting the Journey* within one month of commencement.
- (3) The employer will report to the relevant CC about cultural awareness training and activities.

## **8.5 Cultural leave**

- (1) Employees may access up to five 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.

## **PART 9: 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 10: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT**

### **10.1 Employment Security**

- (1) The Government is committed to maximum employment security in accordance with Appendix 4 of this Agreement for permanent employees by developing and maintaining a responsive, impartial, and efficient public service as the preferred provider of existing services to Government and the community.

### **10.2 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.

### **10.3 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 eligible fixed term temporary employees may request a review of status after one year of continuous employment in accordance with section 113 of the *Public Sector Act 2022*. The employer also acknowledges section 115 of the *Public Sector Act 2022* in which an employer must review the status of eligible fixed term temporary employees after two years of continuous employment. The

decision-making criteria for reviews is provided for the in the *Public Sector Act 2022* and the Directive relating to review on non-permanent employment.

- (3) 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 apprised of relevant developments.
- (4) 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.
- (5) DCSSDS, in consultation with Together Queensland, will finalise the evaluation of the learning support and paralegal positions. Subject to favourable evaluation outcomes, these positions will be made permanent.

#### **10.4 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 affected through the Government's policy on Employment Security and the Contracting-Out of Government Services contained at Appendices 4 and 5 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; and
  - (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 11: 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 12: 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 12(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 19);
  - (b) Organisational Change and Restructuring (Part 10.4);
  - (c) Training and Development (Part 6);
  - (d) Union Encouragement (Part 15);

- (e) Work/Life Balance (Part 23);
  - (f) Organisational matters such as the review of changes to, or introduction of, new workforce management policies;
  - (g) Fair Career Paths (Part 20);
  - (h) Improving Gender Equity (Part 22); and
  - (i) Cultural Safety and Awareness and Leave (Part 8).
- (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 review and update (if required), in consultation with the relevant unions, a framework for the conduct of consultation within the Departments within six months of the date of certification 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 (if required) the Terms of Reference template for the ACC/CCs within six months of the date this Agreement becomes operational.

### **PART 13: 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 14: 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 15: 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 16: 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 17: 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 17(1).
- (3) Employees may be granted up to five working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegated authority) of the employer.
- (4) Additional leave, over and above five 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 five 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" (as amended), 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 18: 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 19: 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 has been developed to assist managers and employees. 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; and
  - (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 20: FAIR CAREER PATHS**

### **20.1 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 public sector.
- (4) The employer, in consultation with the relevant CC, will ensure that it has a review process in place to allow aggrieved employees, or the relevant union on behalf of an employee or group of 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, including with respect to the review process where requested by the relevant union/s, 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.

## **20.2 Improving internal career paths**

- (1) The parties reaffirm their commitment to internal career paths which implement the requirements set out in the *Public Sector Act 2022* relating to equity and diversity in employment and the importance of selecting the person best suited to the position.

## **PART 21: FAIR TREATMENT AT WORK**

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

## **PART 22: IMPROVING GENDER EQUITY**

- (1) The parties are committed to improving gender equity, to achieve fair and equal outcomes.
- (2) The parties acknowledge the importance of ensuring recruitment processes and practices consistent with the *Public Sector Act 2022* (where applicable), noting obligations with respect to equity, diversity, respect and inclusion principles.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) The employer confirms its commitment to supporting women in the workplace and recognising the importance of gender pay equity as outlined in clause 1.8 of this agreement.
- (7) The parties acknowledge that cultural change is necessary to ensure that the gender pay gap is reduced during the life of this Agreement. The parties further acknowledge that this Agreement includes a number of commitments and actions which contribute to closing the gender pay gap and removing barriers to full and equal participation of

women in the workplace (for example clauses 1.8, Part 6, Part 7, Part 20, Part 21 and Part 22 of this Agreement).

- (8) 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.
- (9) Matters relating to improving gender equity is identified as a matter which can be raised through consultative committees (see clause 12.2)
- (10) The change made to the AQF remuneration arrangement in this Agreement (see Part 7) reflect the predominately female cohort at the levels eligible for the remuneration and the benefit of earlier access to remuneration and the benefits training and qualification achieve for career paths.

### **PART 23: WORK/LIFE BALANCE**

- (1) The employer is committed to workplace practices that improve the balance between work and life for its employees and provide flexibility, 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 parties acknowledge the existing programs and initiatives of the Public Sector Commission that support employers and employees in implementing work-life balance initiatives, including the Public Sector Commission's frameworks relating to flexibility which should be implemented through the relevant CC.
- (4) 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 on an individual basis.

### **PART 24: 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 parties acknowledge the guidance provided in the circular published by the Office of Industrial Relations – the Use of technology and work/life balance – industrial expectations – guidance for managers (Circular 02/21).
- (3) The employer, through the relevant CC, will consult on proposed technological change or advancements, including the use of artificial intelligence technologies, which may affect or impact on employee's employment.

## **PART 25: 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 26: SUPPORT FOR WORKERS WITH MENTAL ILLNESS**

- (1) The parties recognise 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 27: 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.

## **PART 28: 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 29: RURAL 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 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 30: PSYCHOSOCIAL HAZARDS**

- (1) The employer acknowledges the requirement and importance of managing psychosocial hazards and risks in the workplace. These hazards and risks are to be managed in accordance with the legislative framework, being the *Workplace Health and Safety Act 2011* and the *Managing the risk of psychosocial hazards at work Code of Practice 2022*. Further the employer acknowledges the importance of implementing frameworks relevant to the management of psychosocial hazards and risks in a consultative manner, including with relevant union/s.

### **PART 31: HEPATITIS VACCINATIONS WITHIN YOUTH DETENTION CENTRES**

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



## **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**

<b>Classification Level</b>	<b>Pay Point</b>	<b>Salary 01/08/2023 Per Fortnight (4% p.a. increase)</b>	<b>Salary 01/08/2024 Per Fortnight (4% p.a. increase)</b>	<b>Salary 01/08/2025 Per Fortnight (3% p.a. increase)</b>	<b>Salary 01/08/2023 Annualised (4% p.a. increase)</b>	<b>Salary 01/08/2024 Annualised (4% p.a. increase)</b>	<b>Salary 01/08/2025 Annualised (3% p.a. increase)</b>
L1	1	\$1,655.20	\$1,721.40	\$1,773.00	\$43,183	\$44,910	\$46,256
	2	\$1,761.70	\$1,832.20	\$1,887.20	\$45,961	\$47,801	\$49,236
	3	\$1,869.20	\$1,944.00	\$2,002.30	\$48,766	\$50,718	\$52,239
L2	1	\$2,148.20	\$2,234.10	\$2,301.10	\$56,045	\$58,286	\$60,034
	2	\$2,201.90	\$2,290.00	\$2,358.70	\$57,446	\$59,744	\$61,537
	3	\$2,257.90	\$2,348.20	\$2,418.60	\$58,907	\$61,263	\$63,100
	4	\$2,315.00	\$2,407.60	\$2,479.80	\$60,397	\$62,813	\$64,696
	5	\$2,369.80	\$2,464.60	\$2,538.50	\$61,826	\$64,300	\$66,228
	6	\$2,426.90	\$2,524.00	\$2,599.70	\$63,316	\$65,849	\$67,824
	7	\$2,488.60	\$2,588.10	\$2,665.70	\$64,926	\$67,522	\$69,546
	8	\$2,558.00	\$2,660.30	\$2,740.10	\$66,736	\$69,405	\$71,487
L3	1	\$2,727.20	\$2,836.30	\$2,921.40	\$71,151	\$73,997	\$76,217
	2	\$2,825.80	\$2,938.80	\$3,027.00	\$73,723	\$76,671	\$78,972
	3	\$2,927.70	\$3,044.80	\$3,136.10	\$76,382	\$79,437	\$81,819
	4	\$3,026.20	\$3,147.20	\$3,241.60	\$78,951	\$82,108	\$84,571
L4	1	\$3,203.10	\$3,331.20	\$3,431.10	\$83,567	\$86,909	\$89,515
	2	\$3,305.00	\$3,437.20	\$3,540.30	\$86,225	\$89,674	\$92,364
	3	\$3,409.20	\$3,545.60	\$3,652.00	\$88,944	\$92,502	\$95,278
	4	\$3,512.30	\$3,652.80	\$3,762.40	\$91,633	\$95,299	\$98,158
L5	1	\$3,693.70	\$3,841.40	\$3,956.60	\$96,366	\$100,219	\$103,225
	2	\$3,797.90	\$3,949.80	\$4,068.30	\$99,084	\$103,047	\$106,139
	3	\$3,903.00	\$4,059.10	\$4,180.90	\$101,826	\$105,899	\$109,077
	4	\$4,006.20	\$4,166.40	\$4,291.40	\$104,519	\$108,698	\$111,960
L6	1	\$4,224.60	\$4,393.60	\$4,525.40	\$110,217	\$114,626	\$118,064
	2	\$4,319.60	\$4,492.40	\$4,627.20	\$112,695	\$117,204	\$120,720
	3	\$4,416.00	\$4,592.60	\$4,730.40	\$115,210	\$119,818	\$123,413
	4	\$4,511.20	\$4,691.60	\$4,832.30	\$117,694	\$122,400	\$126,071
L7	1	\$4,711.70	\$4,900.20	\$5,047.20	\$122,925	\$127,843	\$131,678
	2	\$4,824.90	\$5,017.90	\$5,168.40	\$125,878	\$130,913	\$134,840

	3	\$4,935.70	\$5,133.10	\$5,287.10	\$128,769	\$133,919	\$137,937
	4	\$5,045.40	\$5,247.20	\$5,404.60	\$131,631	\$136,896	\$141,002
L8	1	\$5,210.10	\$5,418.50	\$5,581.10	\$135,928	\$141,365	\$145,607
	2	\$5,311.00	\$5,523.40	\$5,689.10	\$138,560	\$144,102	\$148,425
	3	\$5,407.20	\$5,623.50	\$5,792.20	\$141,070	\$146,713	\$151,114
	4	\$5,505.80	\$5,726.00	\$5,897.80	\$143,642	\$149,387	\$153,869

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

**PROFESSIONAL STREAM**

<b>Classification Level</b>	<b>Pay Point</b>	<b>Salary 01/08/2023 Per Fortnight (4% p.a. increase)</b>	<b>Salary 01/08/2024 Per Fortnight (4% p.a. increase)</b>	<b>Salary 01/08/2025 Per Fortnight (3% p.a. increase)</b>	<b>Salary 01/08/2023 Annualised (4% p.a. increase)</b>	<b>Salary 01/08/2024 Annualised (4% p.a. increase)</b>	<b>Salary 01/08/2025 Annualised (3% p.a. increase)</b>
L1	1	\$1,700.20	\$1,768.20	\$1,821.20	\$44,357	\$46,131	\$47,514
	2	\$1,857.00	\$1,931.30	\$1,989.20	\$48,448	\$50,386	\$51,897
	3	\$2,012.50	\$2,093.00	\$2,155.80	\$52,505	\$54,605	\$56,243
	4	\$2,236.60	\$2,326.10	\$2,395.90	\$58,351	\$60,686	\$62,507
	5	\$2,330.60	\$2,423.80	\$2,496.50	\$60,804	\$63,235	\$65,132
	6	\$2,422.50	\$2,519.40	\$2,595.00	\$63,201	\$65,729	\$67,702
	7	\$2,526.70	\$2,627.80	\$2,706.60	\$65,920	\$68,557	\$70,613
L2	1	\$2,723.80	\$2,832.80	\$2,917.80	\$71,062	\$73,906	\$76,123
	2	\$2,868.20	\$2,982.90	\$3,072.40	\$74,829	\$77,822	\$80,157
	3	\$3,013.90	\$3,134.50	\$3,228.50	\$78,630	\$81,777	\$84,229
	4	\$3,162.80	\$3,289.30	\$3,388.00	\$82,515	\$85,815	\$88,390
	5	\$3,310.50	\$3,442.90	\$3,546.20	\$86,369	\$89,823	\$92,518
	6	\$3,456.30	\$3,594.60	\$3,702.40	\$90,172	\$93,781	\$96,593
L3	1	\$3,624.20	\$3,769.20	\$3,882.30	\$94,553	\$98,336	\$101,286
	2	\$3,731.70	\$3,881.00	\$3,997.40	\$97,357	\$101,253	\$104,289
	3	\$3,840.40	\$3,994.00	\$4,113.80	\$100,193	\$104,201	\$107,326
	4	\$3,949.10	\$4,107.10	\$4,230.30	\$103,029	\$107,151	\$110,366
L4	1	\$4,194.30	\$4,362.10	\$4,493.00	\$109,426	\$113,804	\$117,219
	2	\$4,300.70	\$4,472.70	\$4,606.90	\$112,202	\$116,690	\$120,191
	3	\$4,407.10	\$4,583.40	\$4,720.90	\$114,978	\$119,578	\$123,165
	4	\$4,511.20	\$4,691.60	\$4,832.30	\$117,694	\$122,400	\$126,071
L5	1	\$4,711.70	\$4,900.20	\$5,047.20	\$122,925	\$127,843	\$131,678
	2	\$4,824.90	\$5,017.90	\$5,168.40	\$125,878	\$130,913	\$134,840
	3	\$4,935.70	\$5,133.10	\$5,287.10	\$128,769	\$133,919	\$137,937
	4	\$5,045.40	\$5,247.20	\$5,404.60	\$131,631	\$136,896	\$141,002
L6	1	\$5,210.10	\$5,418.50	\$5,581.10	\$135,928	\$141,365	\$145,607
	2	\$5,311.00	\$5,523.40	\$5,689.10	\$138,560	\$144,102	\$148,425
	3	\$5,407.20	\$5,623.50	\$5,792.20	\$141,070	\$146,713	\$151,114
	4	\$5,505.80	\$5,726.00	\$5,897.80	\$143,642	\$149,387	\$153,869

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

**OPERATIONAL STREAM**

<b>Classification Level</b>	<b>Pay Point</b>	<b>Salary 01/08/2023 Per Fortnight (4% p.a. increase)</b>	<b>Salary 01/08/2024 Per Fortnight (4% p.a. increase)</b>	<b>Salary 01/08/2025 Per Fortnight (3% p.a. increase)</b>	<b>Salary 01/08/2023 Annualised (4% p.a. increase)</b>	<b>Salary 01/08/2024 Annualised (4% p.a. increase)</b>	<b>Salary 01/08/2025 Annualised (3% p.a. increase)</b>
L1	1	\$1,480.60	\$1,539.80	\$1,586.00	\$38,628	\$40,172	\$41,378
	2	\$1,589.30	\$1,652.90	\$1,702.50	\$41,464	\$43,123	\$44,417
	3	\$1,696.80	\$1,764.70	\$1,817.60	\$44,268	\$46,040	\$47,420
	4	\$1,825.60	\$1,898.60	\$1,955.60	\$47,629	\$49,533	\$51,020
	5	\$1,933.00	\$2,010.30	\$2,070.60	\$50,431	\$52,447	\$54,020
	6	\$2,061.90	\$2,144.40	\$2,208.70	\$53,793	\$55,946	\$57,623
L2	1	\$2,148.20	\$2,234.10	\$2,301.10	\$56,045	\$58,286	\$60,034
	2	\$2,205.20	\$2,293.40	\$2,362.20	\$57,532	\$59,833	\$61,628
	3	\$2,264.60	\$2,355.20	\$2,425.90	\$59,082	\$61,445	\$63,290
	4	\$2,321.60	\$2,414.50	\$2,486.90	\$60,569	\$62,993	\$64,881
L3	1	\$2,356.40	\$2,450.70	\$2,524.20	\$61,477	\$63,937	\$65,855
	2	\$2,402.30	\$2,498.40	\$2,573.40	\$62,674	\$65,181	\$67,138
	3	\$2,452.70	\$2,550.80	\$2,627.30	\$63,989	\$66,549	\$68,544
	4	\$2,503.20	\$2,603.30	\$2,681.40	\$65,307	\$67,918	\$69,956
L4	1	\$2,604.00	\$2,708.20	\$2,789.40	\$67,936	\$70,655	\$72,773
	2	\$2,685.80	\$2,793.20	\$2,877.00	\$70,071	\$72,873	\$75,059
	3	\$2,769.70	\$2,880.50	\$2,966.90	\$72,259	\$75,150	\$77,404
	4	\$2,849.20	\$2,963.20	\$3,052.10	\$74,334	\$77,308	\$79,627
L5	1	\$2,922.00	\$3,038.90	\$3,130.10	\$76,233	\$79,283	\$81,662
	2	\$3,013.90	\$3,134.50	\$3,228.50	\$78,630	\$81,777	\$84,229
	3	\$3,111.40	\$3,235.90	\$3,333.00	\$81,174	\$84,422	\$86,956
	4	\$3,203.10	\$3,331.20	\$3,431.10	\$83,567	\$86,909	\$89,515
L6	1	\$3,337.60	\$3,471.10	\$3,575.20	\$87,076	\$90,559	\$93,274
	2	\$3,427.10	\$3,564.20	\$3,671.10	\$89,411	\$92,987	\$95,776
	3	\$3,512.30	\$3,652.80	\$3,762.40	\$91,633	\$95,299	\$98,158
L7	1	\$3,675.80	\$3,822.80	\$3,937.50	\$95,899	\$99,734	\$102,727
	2	\$3,762.00	\$3,912.50	\$4,029.90	\$98,148	\$102,074	\$105,137
	3	\$3,849.40	\$4,003.40	\$4,123.50	\$100,428	\$104,446	\$107,579

## 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**

Norwich Park  
Dysart  
Saraji  
German Creek

#### **Bowen**

Middlemount  
Birralee  
Mt Leyston  
Gunjulla  
Mt Coolon

#### **Ravenswood**

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: AUSTRALIAN QUALIFICATIONS FRAMEWORK

The Australian Qualifications Framework (the AQF) is the national policy for regulated qualifications in Australian education and training. It incorporates the qualifications from each education and training sector into a single comprehensive national qualifications framework

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

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

### **Why is the AQF important?**

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

### **What are the key objectives of the AQF?**

The AQF:

- provides nationally consistent recognition of outcomes achieved in post-compulsory education;
- helps with developing flexible pathways which assist people to move more easily between education and training sectors and between those sectors and the labour market by providing the basis for recognition of prior learning, including credit transfer and work and life experience;
- integrates and streamlines the requirements of participating providers, employers and employees, individuals and interested organisations;
- offers flexibility to suit the diversity of purposes of education and training;
- encourages individuals to progress through the levels of education and training by improving access to qualifications, clearly defining avenues for achievement, and generally contributing to lifelong learning;

- encourages the provision of more and higher quality vocational educational and training through qualifications that normally meet workplace requirements and vocational needs, thus contributing to national economic performance; and
- promotes national and international recognition of qualifications offered in Australia.



## **APPENDIX 4: 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 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 Sector 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 Sector Act 2022*).

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.

#### **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 Sector Commission.

#### 4.4 Consultation

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

## **APPENDIX 5: 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 6: QUEENSLAND 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 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 for and on behalf of the **Together Queensland, Industrial Union of Employees**

Alex Scott

In the presence of:

Billy Colless

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

Stacey Schinnerl

In the presence of:

Nata Tuitasi

Signed for and on behalf of the **United Workers' Union, Industrial Union of Employees, Queensland**

Sharron Caddie

In the presence of:

Jenny Burgoyne

Signed by the Director-General of **Department of Child Safety, Seniors and Disability Services**

Deidre Mulkerin

In the presence of:

Arthur O'Brien

Signed by the Director-General of **Department of Youth Justice, Employment, Small Business and Training**

Robert Gee

In the presence of:

Arthur O'Brien