

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

**State of Queensland (Department of Housing and Public Works)**

AND

**Together Queensland, Industrial Union of Employees**

(Matter No. CB/2019/56)

**QFLEET CERTIFIED AGREEMENT 2018**

Certificate of Approval

On 12 July 2019 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *QFleet Certified Agreement 2018*

**Parties to the Agreement:**

- State of Queensland (Department of Housing and Public Works); and
- Together Queensland, Industrial Union of Employees.

**Amendments:** None

**Operative Date:** 12 July 2019

**Nominal Expiry Date:** 31 August 2021

**Previous Agreements:** *QFleet Certified Agreement 2016*

**Termination Date of Previous Agreements:** 12 July 2019 (Matter No. CB/2019/55)

By the Commission

12 July 2019

## QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 2016, Chapter 4 Part 5*

Director-General of the Department of Housing and Public Works (QFleet)

AND

Together Queensland, Industrial Union of Employees

*(No. CA/2019/56)***QFLEET CERTIFIED AGREEMENT 2018**

## APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 2016*, on the 12<sup>th</sup> day of July, BETWEEN the Director-General of the Department of Housing and Public Works and Together Queensland, Industrial Union of Employees, witness that the parties mutually agree as follows:

**PART 1: APPLICATION AND OPERATION****1.1 Title**

This Agreement shall be known as the *QFleet Certified Agreement 2018*.

**1.2 Arrangement**

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- (1) This Agreement shall apply to persons employed at QFleet, a business unit of the Department of Housing and Public Works, for whom classifications and wage rates are prescribed herein.
- (2) The Chief Executive, Senior Executives and Senior Officers under the *Public Service Act 2008*; appointments made on a fixed term declared under s. 121 of the *Public Service Act 2008*; and employees engaged under contractual arrangements (this does not refer to employees under ss. 147 and 148 of the *Public Service Act 2008* engaged for a fixed term); are not covered by this Agreement.

The parties bound by this Agreement are the Director-General of the Department of Housing and Public Works and the employees described at 1.3(1) above.

**1.4 Date and Period of Operation**

The Agreement operates from the date of certification until the nominal expiry date of 31 August 2021.

The parties have agreed that its terms will be given operative effect on and from 1 September 2018.

**1.5 Posting of Agreement**

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.

## 1.6 Relationship to Awards

This Agreement is to be read in conjunction with the *Queensland Public Service Officer and Other Employees Award – State 2015*. In the event of any inconsistency the terms of this Agreement shall take precedence.

## 1.7 Replacement Agreement

This Agreement replaces the *QFleet Certified Agreement 2016* when this Agreement is certified.

During the life of the Agreement, the parties agree to negotiate the rationalisation of the number of certified Agreements within the Department of Housing and Public Works.

## 1.8 Objectives of This Agreement

QFleet is the Queensland Government's provider of vehicle leasing. QFleet provides these services to government departments and agencies and government-funded organisations.

The parties are committed to an effective QFleet, delivering quality services for the Queensland Government to support the Government's priorities and obligations to the community.

QFleet will strive for improvements in service delivery, improved efficiency and effectiveness of its operations and activities.

## 1.9 Definitions and Abbreviations

AQF	means the Australian Qualifications Framework. The AQF is a system of twelve national qualifications in schools, vocational education and training (TAFEs and private providers) and the higher education sector (mainly universities). The AQF is set out in Appendix 2.
Department	means the Department of Housing and Public Works
QIRC	means the Queensland Industrial Relations Commission

## PART 2: WAGES, WORKING CONDITIONS AND OTHER ENTITLEMENTS

### 2.1 New Wage Rates

Wage increases shall apply to employees covered by this Agreement in accordance with the salary schedules in Appendix 1:

1 September 2018	2.5%
1 September 2019	2.5%
1 September 2020	2.5%

### 2.2 No Loss of Show Day

- (1) Where an employee is required to perform work duties (including training) at an alternative location to their usual place of work 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 agencies or locations over a calendar year or not, is only entitled to leave on full pay for a show holiday once each calendar year.

### 2.3 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 sub-clause (3) herein, 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) Reclassifications.
- (3) The Queensland Industrial Relations Commission State Wage Increases awarded during 2018 and thereafter will not be in addition to the wage increases provided by this Agreement.
- (4) Notwithstanding sub-clause (3) herein, it is a term of this Agreement that no person covered by this Agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant parent award.

#### **2.4 38 Hour Week**

QFleet employees covered by the Agreement shall work a 38 hour week.

#### **2.5 Spread of Hours**

The spread of ordinary working hours at QFleet shall be from 6.00am to 6.00pm, with provision to extend to 8.00pm subject to mutual Agreement between the employee(s) and employer.

### **PART 3: TRAINING**

QFleet is committed to providing ongoing opportunities for QFleet employees to improve their skills and experience through both formal and informal training and development.

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

#### **4.1 Commitment**

- (1) The parties are committed to the principle that financial recompense shall be provided for public sector employees in the specified classifications who meet the following requirements:
- (a) an accredited qualification at the AQF level specified or higher achieved through training and assessment of competencies (including recognition of current competencies); and
  - (b) reached the maximum pay point of the specified Classification Level in the Administration Stream or the Operational Stream; and
  - (c) spent one calendar year on the maximum pay point (or, in the case of permanent part time or casual employees, have spent one calendar year and worked 1200 hours at the maximum pay point).

#### **4.2 Appropriate Remuneration**

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

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

## **PART 5: EMPLOYMENT SECURITY, ORGANISATIONAL CHANGE AND RESTRUCTURING**

### **5.1 Employment Security**

- (1) QFleet is committed to maximum employment security for tenured public sector employees by developing and maintaining a responsive, impartial and efficient public service as the preferred provider of existing services to the Queensland Government and the community.

### **5.2 Organisational Change and Restructuring**

- (1) QFleet is committed to providing stability to the business unit by limiting organisational restructuring and contracting-out of services.
- (2) These commitments are effected through the Government's *Employment Security Policy* and the *Queensland Government Policy on the Contracting Out of Services*.
- (3) QFleet shall advise the QFleet Consultative Committee (QFCC) of its intention to implement changes that may affect the employment security of its 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. QFleet 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 in order to meet business requirements. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered.
- (5) The parties agree that QFleet should report to unions on a quarterly basis the current status of employment practices within the business unit. This report should be provided on a quarterly basis at the QFCC. 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) and stream allocation;
  - (b) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
  - (c) the number of people engaged through labour hire;
  - (d) any significant variance in the number of permanent employees;
  - (e) the conversion of temporary employees to tenured status.
- (6) Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental 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. QFleet and employees will comply with all relevant Directives. 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 and employment arrangements following workplace change (as amended) which will apply for the life of this Agreement.
- (8) QFleet must provide relevant information to the relevant union/s when it intends to apply the provisions of the directive 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 as QFleet's intentions are communicated to the employee. An affected employee must be provided with notice of QFleet's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.

## PART 6: SALARY PACKAGING

- (1) Salary packaging is available for employees (excluding short term casual employees) employed by the employer covered by this Agreement in accordance with the Circular issued from time to time by the relevant agency.
- (2) The employer is to apply the following principles for employees that avail themselves of salary packaging:
  - (a) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
  - (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
  - (c) increases or variations in taxation are to be passed to employees as part of their salary package;
  - (d) where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is ***strongly recommended*** to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
  - (e) the employer will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
  - (f) there will be no significant additional administrative workload or other ongoing costs to the employer;
  - (g) any additional administrative and fringe benefit tax costs are to be met by the employee;
  - (h) any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- (3) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.
- (4) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

## PART 7: CONSULTATIVE COMMITTEES

- (1) QFleet may have an employer-union consultative committee (CC) with agreed terms of reference/operating principles. The CC will be used to facilitate consultation on issues, including those issues arising from the implementation of this Agreement.
- (2) The CC may agree to establish standing committees, sub-committees, or other additional consultative structures (such as Local Consultative Committees) with agreed terms of reference/operating principles.

## PART 8: COLLECTIVE INDUSTRIAL RELATIONS

- (1) QFleet acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of agencies and public sector units.
- (2) QFleet supports constructive relations and recognises the need to work collaboratively with relevant unions and employees in a productive manner.

## PART 9: ILO CONVENTIONS

QFleet 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 10: UNION ENCOURAGEMENT**

- (1) QFleet 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) Entities are to provide relevant unions with complete lists of new starters (consisting of name, job title, work email and work location) to the workplace on a quarterly basis, unless agreed between the relevant entity and union to be on a more regular basis. This information is to be provided electronically.
- (6) QFleet is also required where requested to provide relevant unions with a listing of current staff comprising name, job title and work location. This information shall be supplied on a six monthly basis, unless agreed between QFleet and the relevant unions to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined at s350 of the *Industrial Relations Act 2016*.

## **PART 11: UNION DELEGATES**

- (1) QFleet 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) QFleet 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 12: 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 QFleet 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 paragraph (1).
- (3) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (noncumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegated authority) of the agency.



- (4) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the General Manager, QFleet, the relevant union and the employee.
- (5) Upon request and subject to approval by the chief executive (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and 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 agency/work unit concerned. At the same time such leave shall not be unreasonably refused.
- (7) At the discretion of the chief executive of the agency/public sector unit concerned, public sector employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Ministerial Directive 05/17 "Special Leave" in relation to special leave without salary. Conditions outlined in the Special Leave Directive that provide for the employees' return to work after unpaid leave will be met.

### **PART 13: PREVENTION AND SETTLEMENT OF DISPUTES**

- (1) This term applies to a dispute regarding—
  - (a) a matter arising under this industrial instrument; or
  - (b) the Queensland Employment Standards.
- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term if the representative is a union entitled to represent the employee's industrial interests.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee and relevant supervisors or management, or both.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the commission.
- (5) The commission may deal with the dispute as follows—
  - (a) the commission may first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation;
  - (b) if the commission does not resolve the dispute under paragraph (a), the commission may then deal with the dispute in accordance with its jurisdiction under the *Industrial Relations Act 2016*

Note—

- 1 If the commission arbitrates the dispute, it may also use the powers that are available to it under the *Industrial Relations Act 2016*.
  - 2 Chapter 11, Part 6 of the *Industrial Relations Act 2016* provides for appeals against particular decisions made by the commission.
- (6) While the dispute resolution procedure is being conducted, work must continue in accordance with this industrial instrument and the *Industrial Relations Act 2016*.
  - (7) Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
  - (8) The parties to the dispute agree to be bound by a decision made by the commission in accordance with this term.

**PART 14: WORKLOAD MANAGEMENT**

- (1) QFleet is committed to ensuring all QFleet employees have a reasonable workload and, as far as reasonably practicable, ensuring workloads do not present a risk to the health and safety of employees. QFleet is also committed to ensuring that employees are provided with access to leave and training opportunities where possible.
- (2) The parties acknowledge that ensuring reasonable workloads is both the responsibility of the Manager/Supervisor and the employee.
- (3) QFleet is committed to working with employees and the Together Union to address workload management issues through the consultative committee.

**PART 15: LEAVE LOADING**

- (1) Payment of annual leave loading is to be paid once a year in December.

## APPENDIX 1: Salary Schedules

<b>Administrative Stream</b>				
<b>Class Level</b>	<b>Description</b>	<b>Fortnightly Effective 1/09/2018</b>	<b>Fortnightly Effective 1/09/2019</b>	<b>Fortnightly Effective 1/09/2020</b>
AO1/1	ADMIN LEV1	\$1,542.10	\$1,580.70	\$1,620.20
AO1/2	ADMIN LEV1	\$1,628.50	\$1,669.20	\$1,710.90
AO1/3	ADMIN LEV1	\$1,714.80	\$1,757.70	\$1,801.60
AO2/1	ADMIN LEV2	\$1,911.00	\$1,958.80	\$2,007.80
AO2/2	ADMIN LEV2	\$1,955.80	\$2,004.70	\$2,054.80
AO2/3	ADMIN LEV2	\$2,001.00	\$2,051.00	\$2,102.30
AO2/4	ADMIN LEV2	\$2,047.40	\$2,098.60	\$2,151.10
AO2/5	ADMIN LEV2	\$2,095.80	\$2,148.20	\$2,201.90
AO2/6	ADMIN LEV2	\$2,148.60	\$2,202.30	\$2,257.40
AO2/7	ADMIN LEV2	\$2,206.30	\$2,261.50	\$2,318.00
AO2/8	ADMIN LEV2	\$2,268.60	\$2,325.30	\$2,383.40
AO3/1	ADMIN LEV3	\$2,418.80	\$2,479.30	\$2,541.30
AO3/2	ADMIN LEV3	\$2,506.30	\$2,569.00	\$2,633.20
AO3/3	ADMIN LEV3	\$2,594.60	\$2,659.50	\$2,726.00
AO3/4	ADMIN LEV3	\$2,683.00	\$2,750.10	\$2,818.90
AO4/1	ADMIN LEV4	\$2,837.00	\$2,907.90	\$2,980.60
AO4/2	ADMIN LEV4	\$2,926.60	\$2,999.80	\$3,074.80
AO4/3	ADMIN LEV4	\$3,017.30	\$3,092.70	\$3,170.00
AO4/4	ADMIN LEV4	\$3,107.30	\$3,185.00	\$3,264.60
AO5/1	ADMIN LEV5	\$3,268.50	\$3,350.20	\$3,434.00
AO5/2	ADMIN LEV5	\$3,360.10	\$3,444.10	\$3,530.20
AO5/3	ADMIN LEV5	\$3,450.70	\$3,537.00	\$3,625.40
AO5/4	ADMIN LEV5	\$3,541.50	\$3,630.00	\$3,720.80
AO6/1	ADMIN LEV6	\$3,731.90	\$3,825.20	\$3,920.80
AO6/2	ADMIN LEV6	\$3,816.20	\$3,911.60	\$4,009.40
AO6/3	ADMIN LEV6	\$3,900.10	\$3,997.60	\$4,097.50
AO6/4	ADMIN LEV6	\$3,984.40	\$4,084.00	\$4,186.10
AO7/1	ADMIN LEV7	\$4,161.20	\$4,265.20	\$4,371.80
AO7/2	ADMIN LEV7	\$4,258.80	\$4,365.30	\$4,474.40
AO7/3	ADMIN LEV7	\$4,356.40	\$4,465.30	\$4,576.90
AO7/4	ADMIN LEV7	\$4,453.50	\$4,564.80	\$4,678.90
AO8/1	ADMIN LEV8	\$4,597.20	\$4,712.10	\$4,829.90
AO8/2	ADMIN LEV8	\$4,683.30	\$4,800.40	\$4,920.40
AO8/3	ADMIN LEV8	\$4,769.40	\$4,888.60	\$5,010.80
AO8/4	ADMIN LEV8	\$4,854.70	\$4,976.10	\$5,100.50

## APPENDIX 2: Australian Qualifications Framework

The Australian Qualifications Framework (the AQF) is a unified system of fifteen national qualifications in schools, vocational education and training (TAFEs, Agricultural Colleges and private providers) and the higher education sector (mainly universities):

AQF Qualifications	Referred to in this Agreement as:
• Senior Secondary Certificate of Education	• AQF I
• Certificate I	• AQF II
• Certificate II	• AQF III
• Certificate III	• AQF IV
• Certificate IV	• AQF V
• Diploma	• AQF VI
• Advanced Diploma	
• Associate Degree	
• Bachelor Degree	
• Graduate Certificate	
• Vocational Graduate Certificate	
• Graduate Diploma	
• Vocational Graduate Diploma	
• Masters Degree	
• Doctoral Degree	

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.

**SIGNATORIES**

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

.....  
(Signature of Authorised Officer)

Liza Carroll

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

.....  
(Signature of Witness)

Rachel Louise Maynard

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

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

.....  
(Signature of Authorised Officer)

Alex Scott

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

.....  
(Signature of Witness)

Daniel Goldman

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

Dated this 19 June 2019