

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

**State of Queensland**

(Matter No. CB/2020/19)

**STATE GOVERNMENT ENTITIES CERTIFIED AGREEMENT 2019**

Certificate of Approval

On 9 June 2020 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *State Government Entities Certified Agreement 2019*

**Parties to the Agreement:**

- State of Queensland;
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
- Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District;
- The Australian Workers' Union of Employees, Queensland;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland;
- The Electrical Trades Union of Employees Queensland;
- Australian Maritime Officers Union Queensland, Union of Employees;
- Plumbers and Gasfitters Employees' Union Queensland, Union of Employees;
- Queensland Nurses' and Midwives Union of Employees;
- Shop, Distributive and Allied Employees Association (Queensland Branch) Union of Employees;
- Together Queensland, Industrial Union of Employees;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and
- United Voice, Industrial Union of Employees, Queensland.

**Operative Date:** 9 June 2020

**Nominal Expiry Date:** 31 August 2023

By the Commission

O'CONNOR VP

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

The Chief Executive (or equivalent) of the entities prescribed at Appendix 1 of this Agreement

AND

Together Queensland, Industrial Union of Employees; and others

(No. CB/2020/19)

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

### **1.1 Title**

This Agreement will be known as the State Government Entities Certified Agreement 2019.

### **1.2 Parties bound**

- (1) This Agreement is binding upon:
  - (a) The State of Queensland;
  - (b) Employees employed in the entities specified in Appendix 1, for whom rates of pay, conditions of employment and entitlements are provided for in this Agreement; and
  - (c) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees; Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District; The Australian Workers' Union of Employees, Queensland; Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland; The Electrical Trades Union of Employees Queensland; Australian Maritime Officers Union Queensland, Union of Employees; Plumbers and Gasfitters Employees' Union Queensland, Union of Employees; Queensland Nurses' and Midwives Union of Employees; Shop, Distributive and Allied Employees Association (Queensland Branch) Union of Employees; Together Queensland, Industrial Union of Employees; Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and United Voice, Industrial Union of Employees, Queensland.
- (2) For the avoidance of doubt, the following persons are not covered by this Agreement:
  - (a) Chief Executives, Senior Executives and Senior Officers under the *Public Service Act 2008*; appointments made on a fixed term declared under s. 121 of the *Public Service Act 2008*; 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); and “banded” officers; and
  - (b) Executive Officers appointed under the *Police Service Administration Act 1990*.

### **1.3 Operation**

- (1) The Agreement operates from date of certification and has a nominal expiry date of 31 August 2023.
- (2) For the purpose of section s228(3)(a) of the *Industrial Relations Act 2016*, this Agreement shall be terminated upon the certification of a replacement agreement or the making of a replacement arbitration determination in relation to the employees covered by this Agreement, unless otherwise agreed by the parties.

### **1.4 Posting of Agreement**

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

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

- (1) This Agreement replaces the *State Government Entities Certified Agreement 2015* insofar as it has application to employees bound by this Agreement.
- (2) The parties agree to terminate the following instruments on or following certification of this Agreement:
  - State Government Entities Certified Agreement 2015;
  - Parliamentary Service Certified Agreement 2009; and
  - Queensland Office of Gaming Regulation Casino Based Inspectors' Determination 2002.
- (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 contained in Appendix 3. The provision of these awards and industrial instruments, as amended from time to time shall apply, provided that any amendment which would result in a diminution of an employees' entitlements and/or conditions that existed at the commencement of this Agreement shall not apply. In the event of any inconsistency with these awards and industrial instruments, the terms of this Agreement will take precedence.
- (4) Directives referenced in this Agreement will only apply to employees of the Crime and Corruption Commission to the extent that employees are eligible under the specific terms of each Directive.

### 1.6 Continuation of Provisions in Previous Certified Agreements

- (1) The provisions of the previously replaced certified agreements identified and outlined in Appendices 5 to 18 apply only to those employees covered by this Agreement who are employed in those respective entities to which the corresponding provisions specified in Appendices 5 to 18 previously applied. Such provisions apply unless specifically overridden or unless inconsistent with any of the provisions of this Agreement.

### 1.7 Objectives of this Agreement

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

### 1.8 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*. We 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*.

### 1.9 Definitions and Abbreviations

**Australian Qualifications Framework (AQF)** means the national system of recognition for the issue of vocational qualifications. The AQF is set out in Appendix 4.

**CC** means a Consultative Committee.

**CCF** means the Central Consultative Forum.

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

**Core** means the departments and entities covered by the *State Government Entities Certified Agreement 2019*.

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

**Employer** means the Chief Executive (or equivalent) of the entities prescribed at Appendix 1 of this Agreement.

**PSTP** means Public Sector Training Package.

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

### **2.1 New Wage Rates**

- (1) Subject to more beneficial rates being applied in accordance with clause 2.10(6), (7) and (8) the minimum wage increases to apply are 2.5% per annum on the last agreement rates as contained in the State Government Entities Certified Agreement 2015 and will apply as follows:

1 September 2019  
 1 September 2020  
 1 September 2021  
 1 September 2022

- (2) The salary schedules reflecting the rates payable at 1 September 2019 are set out in Appendix 3 of this Agreement. Salary schedules for rates payable for future years in light of clauses 2.10(6) - (16) will be published at <https://www.forgov.qld.gov.au/core-2019-and-associated-agreements-salary-schedules>.

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

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

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

- (1) Where an employee is required to perform work duties (including training) at an alternative location to the place where the employee is based for work purposes on a day where the show day holiday applies, such employee will be given a day off in lieu, to be taken by mutual agreement with the employee's supervisor.
- (2) Provided that an employee subject to this Agreement, and whether engaged in different 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, except those employees employed in entities listed at clause 2.4(4), during December of each year.
- (2) It is at the discretion of each entity to determine whether they wish to apply this clause to non-continuous and/or continuous shift-workers.
- (3) Notwithstanding clause 2.4(1), the Department of Corrective Services has the discretion to determine whether they wish to apply the clause to officers of whose substantive position is a non-continuous and/or continuous shift-worker within a Queensland Corrective Services Correctional facility but who is acting into a position covered by this Agreement.

- (4) Entities not subject to clause 2.4(1) and (2):
- Queensland Building and Construction Commission.

## **2.5 Aggregated Hours**

- (1) Where agreed between the employer and employee, and subject to policy requirements, an employee may work varied weekly hours provided that at the end of an agreed work cycle of 3 months or more the employee has worked the total ordinary hours for the work cycle.
- (2) This provision is designed to cater mainly for seasonal work or work units which have discernible peaks and troughs in workloads at different times of the year.
- (3) Overtime arrangements/penalty rates apply to work in excess of the agreed hours of duty.
- (4) This provision may be implemented by agreement between management and the majority of employees affected in the workplace.
- (5) This provision does not apply to:
- Crime and Corruption Commission
  - Queensland Parliamentary Service
  - Queensland Building and Construction Commission
  - Electoral Commission Queensland
  - QRIDA
  - Office of the Governor

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

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

## **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) This provision does not apply to:
- Queensland Parliamentary Service;
  - Queensland Building and Construction Commission;
  - Electoral Commission Queensland;
  - QRIDA; and
  - Office of the Governor.

## **2.8 Locality allowances**

- (1) Locality allowances are payable to eligible employees in accordance with the *Ministerial Directive 19/99 (Locality Allowances)* issued in accordance with section 54 of the *Public Service Act 2008*, other than employees of QRIDA and Queensland Parliamentary Service.



- (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

- (1) Each entity, 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.
- (2) Entities are to provide access to and consult about hours of work arrangements consistent with award obligations.
- (3) Preparation for starting and finishing work including personal clean up 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.

## 2.10 No Further Claims

- (1) This Agreement is in full and final settlement of all parties' claims for its duration, except for the wage rates that will apply to employees covered by this Agreement as determined in accordance with 2.10(7)-(16). It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.
- (2) Subject to 2.10(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 Service Act 2008* effective at the date this Agreement operates from shall not be reduced for the life of this Agreement.
- (5) Any increases in monetary amounts or other entitlements as a result of Queensland Industrial Relations Commission decisions, government policy, or directives made under the *Public Service Act 2008* will be applied.
- (6) It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant parent award.
- (7) Notwithstanding the minimum wage rates payable in accordance with clause 2.1 the parties agree that wage rates payable under this Agreement may be amended by a Wages Determination. A Wages Determination means:
- (a) a decision of the Commission; or
  - (b) mutual agreement between the parties.

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

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

- (1) The parties to this Agreement recognise an ongoing commitment to training and development.
- (2) It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives.

- (3) To achieve the desired levels of knowledge and skills there should be an emphasis upon building capability around key occupations through career development, job design, performance development, and workforce planning. The objective of this approach is to improve workforce capability and entities' service delivery while enhancing job satisfaction and employees' professional growth.
- (4) Training and assessment of competencies may be provided in accordance with the PSTP or other accredited programs relevant to entity needs to enable employees to meet the requirements of clauses 4.1 and 4.2 of this Agreement.
- (5) The employer acknowledges that reasonable travel time associated with an employee attending training and development opportunities should where practicable be scheduled in paid ordinary work time.
- (6) The employer will pay for continuing professional development (CPD) required in order to maintain qualifications mandatory to the employee's employment.
- (7) Access to assistance under an entity's Study and Research Assistance Scheme (SARAS) policy, to enable employees to obtain skills necessary for career progression will not be unreasonably refused.

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

##### **4.1 Commitment**

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

##### **4.2 Appropriate Remuneration**

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

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

#### **PART 5: CULTURAL AWARENESS AND LEAVE**

- (1) The parties recognise the value of diversity in the workplace and the importance of measures that promote diversity and cultural respect, in particular with regard to Aboriginal and Torres Strait Islander peoples and cultures.

- (2) Employees may access up to 5 days unpaid cultural leave per year as prescribed at section 51 of the *Industrial Relations Act 2016*. In addition, eligible employees may also access cultural leave:
- as recreation leave;
  - as unpaid special leave;
  - in lieu of public holidays (where operational circumstances permit);
  - as accrued time leave; or
  - at the required time with such time made up at a later date.
- (3) Entities will report to the relevant CC about cultural awareness training and activities.

## **PART 6: PAID PARENTAL LEAVE**

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

## **PART 7: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT**

### **7.1 Employment Security**

- (1) The Government is committed to maximum employment security in accordance with Appendix 21 of this Agreement for tenured public sector employees by developing and maintaining a responsive, impartial and efficient public service as the preferred provider of existing services to Government and the community.
- (2) On a half yearly basis, a communication will be sent to entities by the Office of Industrial Relations emphasising the commitment to permanent employment and maximising employment security consistent with the provisions of this Agreement.

### **7.2 Permanent Employment**

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

### **7.3 Temporary Employment**

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

to be fixed under an industrial instrument.

- (3) The criteria to be applied to temporary conversions will be consistent with that provided for in Directive 08/17. Those criteria are:
  - whether there is a continuing need for the person to be employed in the role, or a role which is substantially the same, and the role is likely to be ongoing; and
  - the merit of the temporary employee for the role by applying the merit criteria in section 28 of the *Public Service Act 2008*.
- (4) Further, Entities will endeavour to provide greater communication to affected employees about possibilities for extension to or termination for temporary contracts. Where practicable, Entities 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.
- (5) Consistent with Government's commitment to the maximisation of permanent employment. Entities will endeavour to maximise part-time hours for permanent part-time employees where possible.

#### **7.4 Organisational Change and Restructuring**

- (1) The Government is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (2) These commitments are effected through the Government's policy on *Employment Security* and the *Contracting-Out of Government Services* contained at appendices 21 and 22 of this Agreement. Without limiting or enhancing the existing policies, the employer acknowledges 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 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;
  - Cabinet approval for contracting-out proposals that meet specified criteria including significant impact on the government's workforce in terms of job losses.
- (3) All Government departments and entities covered by this Agreement shall provide in writing to the members of their 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. Entities are 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 CC (or equivalent) in a timely manner either party may refer the matter to CCF for resolution.
- (5) The parties agree that entities should report to unions on a quarterly basis the current status of employment practices within the entity. This report should be provided on a quarterly basis at the CC. Specifically, the report should detail the following:
  - (a) a snapshot of the current workforce including the total number of employees, the number of

employees by appointment type (permanent, temporary and casual), stream allocation;

- (b) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
  - (c) the number of people engaged through labour hire;
  - (d) any significant variance in the number of permanent employees;
  - (e) the conversion of temporary employees to tenured status.
- (6) Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in entity 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. Entities 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) Entities 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 entity's intentions are communicated to the employee. An affected employee must be provided with notice of the entity'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.

#### **7.5 National Disability Insurance Scheme (NDIS) Transition**

- (1) The Government is committed to its policy that no permanent Public Sector employee will be forced into unemployment as a consequence of organisational change.
- (2) There will be no forced redundancies for any staff, including Accommodation Support and Respite Services (AS&RS) staff in the event that AS&RS was to become affected by the NDIS transition. In recognition of the significant change that will occur as a consequence of the introduction of the NDIS, Department of Communities, Disability Services and Seniors will assist employees with the process of retraining and deployment opportunities.

#### **PART 8: SALARY PACKAGING**

- (1) Salary packaging is available for employees (excluding short-term casual employees) in employing entities covered by this Agreement in accordance with Queensland Government policy found in the Circular issued from time to time by the entity responsible.
- (2) Employers are to apply the following principles for employees that avail themselves of salary packaging:

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

## **PART 9: CONSULTATIVE COMMITTEES**

### **9.1 Central Consultative Forum (CCF)**

- (1) There will be a joint union/employer CCF to oversee the implementation of the Agreement. The CCF will comprise senior officers from entities of the Queensland Government and relevant unions. The CCF will meet as required. Any party to this Agreement may seek to convene a meeting by contacting the nominated Chair and identifying the issue/s for discussion.

### **9.2 Consultative Committees (CC)**

- (1) The parties agree that employees should be consulted about decisions which may affect their employment or welfare, and that meaningful consultation with affected employees leads to improved organisational outcomes.
- (2) In recognition of clause 9.2 (1), each entity will have a joint union/employer CC. The CC will be used to facilitate consultation on a broad range of issues. Entities are encouraged to agree to local arrangements about workplace consultation and appropriate attendees at CC. The issues for workplace consultation may include but are not limited to discussion of matters arising from this Agreement such as:
  - (a) Workload Management (Part 16);
  - (b) Organisational Change and Restructuring (Part 7.4);
  - (c) Training (Part 3);
  - (d) Union Encouragement (Part 12);

- (e) Work/Life Balance (Part 20);
- (f) Organisational matters such as the review of, changes to or introduction of new workforce management policies;
- (g) Fair Career Paths (Part 17);
- (h) Improving Gender Equity (Part 19); and
- (i) Cultural Awareness activities and training (Part 5).

At the entity level, 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.

- (3) The parties recommend that in addition to CCs, entities facilitate and encourage the operation of consultative forums at the local level. These forums allow for consultation, engagement and dispute resolution directly between affected employees (through their union delegates to the committee/forum) and the relevant decision-makers.
- (4) Each entity will develop, in consultation with the relevant unions, a framework for the conduct of consultation within the entity within six months of the date of operation of this Agreement. This framework should take into account the organisational structure of the entity, 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.
- (5) This Agreement, through various provisions, allocates a number of roles and responsibilities to CCs which entities will ensure occur in accordance with the provisions of this Agreement and the Terms of Reference template for CCs. The parties to this Agreement agree to review and update the Terms of Reference template for CCs within six months of the date of operation of this Agreement.

## **PART 10: COLLECTIVE INDUSTRIAL RELATIONS**

- (1) The Government acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of entities and public sector units. The principle recognises the important role of unions and the traditionally high levels of union membership in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- (2) The Government as an employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 2016* and any determinations of the Queensland Industrial Relations Commission.
- (3) The Government is committed to collective agreements and will not support non-union agreements.

## **PART 11: ILO CONVENTIONS**

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

## **PART 12: UNION ENCOURAGEMENT**

- (1) The Government 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 encouraged to agree to local arrangements about union and delegate rights in the workplace.
- (6) Entities are 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 relevant entity and union to be on a more regular basis. This information is to be provided electronically.
- (7) Entities also are 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 relevant entity 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 s.350 of the *Industrial Relations Act 2016*. This information is to be provided electronically.
- (8) Entities are 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 relevant entity and union to be on a more regular basis. This information is to be provided electronically.

### **PART 13: UNION DELEGATES**

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

### **PART 14: INDUSTRIAL RELATIONS EDUCATION LEAVE**

- (1) Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute

settlement procedures.

- (2) Before the employer approves such leave the union must provide the employer information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, the employer must be satisfied that the proposed course is within the terms of paragraph (1).
- (3) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegated authority) of the entity.
- (4) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the entity, the relevant union and the employee.
- (5) Upon request and subject to approval by the chief executive (or delegated authority) of the entity, 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 entity/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 relating to "Special Leave" issued and amended in accordance with section 54 of the *Public Service Act 2008*, in relation to special leave without salary. Conditions outlined in this directive that provide for the employees' return to work after unpaid leave will be met.

## **PART 15: PREVENTION AND SETTLEMENT OF DISPUTES**

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

and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days.

- (c) If the matter remains unresolved it may be referred by the employee and/or his/her union representative to the CCF 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 Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.
- (5) Nothing contained in this procedure shall prevent unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (6) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

#### **PART 16: WORKLOAD MANAGEMENT**

- (1) The Queensland Government is committed to working with its employees and the public sector unions to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore entities should ensure safe work environments are not compromised, and that entity 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) Entities are 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 Queensland Government workload management tool will be reviewed during the life of this Agreement. In utilising the workload management tool, entities are obliged to adapt the template tool to account for entity-specific circumstances to ensure easier application of the tool.
- (5) In addition, the parties agree that each CC will deal with the issue of workload management. The activities of the CC in the area of workload management should include, but not be limited to, the following:
  - (a) To undertake research on local workload management issues;
  - (b) To address specific workload issues referred by staff of work units, union officials and/or management;
  - (c) To develop expedient processes for referral of workload issues to the CC;
  - (d) Based on research, develop strategies to improve immediate and long term workload issues;
  - (e) To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee;
  - (f) To consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes, and make recommendations to affected workgroups on the management of potential workload issues where appropriate.

## **PART 17: FAIR CAREER PATHS**

### **17.1 General Provisions**

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

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

- (1) The parties reaffirm their commitment to merit-based career paths and the importance of applying the merit principle to appointments, consistent with the *Public Service Act 2008*.
- (2) The Public Service Commission will explore how data from the Working for Queensland survey and other employee research can be utilised to better understand and improve recruitment and selection practices, including consideration of collection of additional data to inform this process.
- (3) The Public Service Commission will promote the appropriate use of Expressions of Interest to support the mobility of employees across Queensland, including within, across and to regional locations.
- (4) The Public Service Commission will promote their online resources to public sector agencies with the aim of:
  - preventing discrimination during recruitment and selection processes; and
  - raising awareness of unconscious bias during recruitment and selection processes.
- (5) The Public Service Commission will work with diversity organisations, networks and public sector agencies to build a more diverse and inclusive workforce.

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

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

## **PART 19: IMPROVING GENDER EQUITY**

- (1) The parties acknowledge the benefits of flexibility in the workplace and the employer is committed to supporting flexibility and gender equity in accordance with its legislative obligations.
- (2) The parties agree that cultural change is necessary to ensure flexible work arrangements are not perceived to be gender related and do not result in unintended consequences.

- (3) The parties are committed to driving cultural change with specific emphasis on the promotion of and availability of flexibility measures for all employees irrespective of gender.
- (4) The employer confirms its commitment to supporting women in the workplace and recognises the importance of gender pay equity.
- (5) The parties acknowledge that cultural change is necessary to ensure that the gender pay gap is reduced during the life of this Agreement.
- (6) Where requested by the union/s the parties commit to establish an Equal Employment Opportunity Subcommittee of the Agency Consultative Committee, to promote cultural change and support flexibility and gender equity in the workplace.

#### **PART 20: WORK/LIFE BALANCE**

- (1) The employer is committed to workplace practices that improve the balance between work and life for its employees, irrespective of gender.
- (2) The parties agree that requests by employees to access work-life balance initiatives will be considered. Work-life balance initiatives shall include, but not be limited to:
  - Flexible working arrangements, including telecommuting/working from home and co-working spaces/distributed work centres;
  - Secondments and interchanges;
  - Career breaks;
  - Transition to retirement.
- (3) The employer acknowledges the employee's entitlements to request flexible work arrangements in accordance with the *Industrial Relations Act 2016* and its obligations in deciding those requests. On a half yearly basis, a communication will be sent to entities by the Office of Industrial Relations emphasising the commitment to workplace flexibility and entity obligations in accordance with the *Industrial Relations Act 2016*.
- (4) The Public Service Commission will promote existing programs and initiatives that support employees, including the *Flexible by Design* and *Be healthy, be safe, be well* sector-wide frameworks.

#### **PART 21: 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 Office of Industrial Relations will develop a circular outlining the expectations around the use of personal and/or entity technology.
- (3) Each entity, through the relevant CC, will consult on proposed technological change or advancements which may affect or impact on employee's employment.

#### **PART 22: 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 23: SUPPORT FOR WORKERS WITH MENTAL ILLNESS**

- (1) The parties recognise that the workplace plays a vital role in assisting employees affected by mental health issues and commits to:
  - (a) fostering communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support; and
  - (b) fostering a respectful, empathetic and inclusive work environment to assist and support to employees.
  - (c) Each entity, through a relevant CC, 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 entity CCs, additional services as required to ensure appropriate consideration of cultural, regional and remote needs for employees affected by mental health issues.

**PART 24: 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 25: FIRE WARDENS AND WHS 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 26: 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 Queensland 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) Each entity, where requested through the relevant CC will establish a working party during the life of the agreement, to promote internal transfers between regional locations.
- (4) The employer acknowledges the importance of relevant professional development and training for employees in regional, rural and remote areas, together with its greater accessibility for those employees through technology.
- (5) Entities are encouraged to come to local arrangements about appropriate travel policies for regional, rural and remote based employees.

**PART 27: SPREAD OF HOURS – BRISBANE CENTRAL BUSINESS DISTRICT**

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

**PART 28: ENTITY-SPECIFIC AND OCCUPATIONAL-SPECIFIC ARRANGEMENTS**

Entity specific and occupational specific conditions are contained in Appendices 5 to 18.

**SIGNATORIES**

Signed by the Deputy Director-General of the Office of Industrial Relations )

**Craig Allen**

In the presence of:

**Ashleigh North**

Signed for and on behalf of The Association of Professional Engineers, )  
Scientists and Managers, Australia, Queensland Branch, Union of Employees )

In the presence of:

Signed for and on behalf of the Australian Institute of Marine and Power )  
Engineers' Union of Employees, Queensland District )

In the presence of:

Signed for and on behalf of the Australian Maritime Officers Union )  
Queensland, Union of Employees )

In the presence of: )

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

**Steve Baker**

In the presence of:

**Barry Watson**

Signed for and on behalf of the Automotive, Metals, Engineering, Printing )  
and Kindred Industries Industrial Union of Employees, Queensland )

**Rohan Webb**

In the presence of:

**Melissa McAllister**



Signed for and on behalf of The Construction, Forestry, Mining and Energy,  
Industrial Union of Employees, Queensland )  
)

In the presence of:

Signed for and on behalf of The Electrical Trades Union of Employees  
Queensland )  
)

In the presence of:

Signed for and on behalf of Plumbers and Gasfitters Employees'  
Union Queensland, Union of Employees )  
)

In the presence of:

Signed for and on behalf of the Queensland Nurses and Midwives'  
Union of Employees )  
)

In the presence of:

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

**Alex Scott**

In the presence of:

**Michael Thomas**

Signed for and on behalf of the Shop, Distributive and Allied Employees  
Association (Queensland Branch) Union of Employees )  
)

In the presence of:

Signed for and on behalf of the Transport Workers' Union of Australia, )  
Union of Employees (Queensland Branch) )

In the presence of:

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

In the presence of:

## APPENDIX 1: APPLICABLE EMPLOYING ENTITIES

This Agreement shall apply to relevant employees of the following entities:

- Building Queensland;
- Crime and Corruption Commission – employees appointed pursuant to section 254 of the *Crime and Corruption Act 2001*, other than employees appointed under a written contract of employment in accordance with section 254(4) of the Act;
- Department of Aboriginal and Torres Strait Islander Partnerships (includes Family Responsibilities Commission);
- Department of Agriculture and Fisheries;
- Department of Communities, Disability Services and Seniors;
- Department of Corrective Services (excluding those employees covered by the *Queensland Corrective Services – Correctional Employees’ Certified Agreement 2016*);
- Department of Employment, Small Business and Training;
- Department of Environment and Science (including Arts Queensland and the Corporate Administration Agency);
- Department of Housing and Public Works (excluding commercialised business units);
- Department of Innovation and Tourism Industry Development;
- Department of Local Government Racings and Multicultural Affairs;
- Department of Justice and Attorney-General;
- Department of Natural Resources, Mines and Energy (including Safety in Mines Testing and Research Station);
- Department of the Premier and Cabinet;
- Department of State Development, Manufacturing, Infrastructure and Planning;
- Electoral Commission of Queensland;
- Gasfields Commission Queensland;
- Industrial Registry;
- Legal Aid Queensland;
- National Injury Insurance Agency, Queensland;
- Office of the Director of Child Protection Litigation;
- Office of the Energy and Water Ombudsman;
- Office of the Governor;
- Office of the Inspector General Emergency Management;
- Office of the Queensland College of Teachers;
- Office of the Queensland Parliamentary Counsel;
- Office of the Public Guardian;
- Office of the Prostitution Licensing Authority;
- Public Safety Business Agency;
- Public Service Commission;
- Public Trust Office;
- QLeave;
- Queensland Audit Office;
- Queensland Building and Construction Employing Office;

- Queensland Curriculum and Assessment Authority;
- Queensland Family and Child Commission;
- Queensland Fire and Emergency Services (excluding staff to whom the *Queensland Fire and Emergency Service Agreement 2019* or any agreement/determination that replaces this Agreement applies);
- Queensland Human Rights Commission;
- Queensland Parliamentary Service (excluding Electorate Officers and Assistant Electorate Officers);
- Queensland Police Service (excluding staff to whom the *Queensland Police Service Certified Agreement 2019* or any agreement/determination that replaces this Agreement applies, and operational employees in Protective Services to whom the *State Government Security Certified Agreement 2016* or any agreement/determination that replaces this Agreement applies);
- Queensland Racing Integrity Commission;
- Queensland Reconstruction Authority;
- Queensland Rural and Industry Development Authority;
- Queensland Treasury (including Motor Accident Insurance Board, Queensland Productivity Commission and the Office of State Revenue);
- Residential Tenancies Employing Office;
- Safe Food Production Queensland; and
- Trade and Investment Queensland.

**APPENDIX 2: LOCALITY ALLOWANCE AREAS****LOCAL AUTHORITIES AS AT 1997**

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

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

**Broadsound**

St Lawrence  
 Koumala  
 Carmila  
 Westwood

**Bowen**

Collinsville  
 Abbot Point  
 Bowen  
 Armuna  
 Binbee  
 Almoola  
 Scottville  
 Wilmington  
 Guthalungra  
 Kyburra

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

**Broadsound**

Middlemount  
 Norwich Park  
 Dysart  
 Saraji  
 German Creek

**Bowen**

Ravenswood  
 Birralelee  
 Mt Leyston  
 Gunjulla  
 Mt Coolon

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

**APPENDIX 3: SALARY SCHEDULES****INDEX OF CONTENTS OF APPENDIX 3:**

- *Award for Operational Employees in Disability and Forensic Services – State 2016;*
- *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016;*
- *Civil Construction, Operations and Maintenance General Award – State 2016;*
- *General Employees (Queensland Government Departments) and Other Employees Award – State 2015;*
- *Legal Aid Queensland Employees Award – State 2015;*
- *Miscellaneous Administrative Employees Award – State 2016;*
- *Parks and Wildlife Employees Award – State 2016;*
- *Queensland Parliamentary Service Award – State 2015;*
- *Public Safety Business Agency – Pilots – Airwing; and*
- *Queensland Public Service Officers and Other Employees Award – State 2015.*

<b>Award for Operational Employees in Disability and Forensic Services – State 2016</b>			
<b>(in relation to occupations previously covered by Award for Employees in Direct Client Services – Department of Communities, Child Safety and Disability Services 2012)</b>			
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>			
L1	1		<b>\$1,322.00</b>
	2		<b>\$1,416.90</b>
	3		<b>\$1,512.50</b>
	4		<b>\$1,607.30</b>
	5		<b>\$1,702.60</b>
	6		<b>\$1,798.00</b>
L2	1		<b>\$1,824.10</b>
	2		<b>\$1,868.70</b>
	3		<b>\$1,914.00</b>
	4		<b>\$1,959.40</b>
L3	1	<b>\$2,068.00</b>	\$1,987.10
	2	<b>\$2,108.00</b>	\$2,023.80
	3	<b>\$2,152.00</b>	\$2,064.60
	4	<b>\$2,197.00</b>	\$2,107.70
L4	1	<b>\$2,285.00</b>	\$2,197.10
	2	<b>\$2,357.00</b>	\$2,268.80
	3	<b>\$2,430.00</b>	\$2,340.90
	4	<b>\$2,500.00</b>	\$2,412.10
L5	1	<b>\$2,564.00</b>	\$2,475.90
	2	<b>\$2,645.00</b>	\$2,558.20
	3	<b>\$2,730.00</b>	\$2,641.10
	4	<b>\$2,811.00</b>	\$2,723.90
L6	1	<b>\$2,929.00</b>	\$2,843.80
	2	<b>\$3,007.00</b>	\$2,919.90
	3	<b>\$3,082.00</b>	\$2,995.30
L7	1	<b>\$3,226.00</b>	\$3,139.50
	2	<b>\$3,301.00</b>	\$3,216.60
	3	<b>\$3,378.00</b>	\$3,293.40
Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.			

<b>Building Engineering and Maintenance Service Employees (Queensland Government) Award – State 2016</b> (in relation to occupations previously falling under Engineering Award – State 2012)				
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Week (2.5% p.a. increase)</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
<b>The applicable rate is whichever is higher - displayed in bold. See Clause xx of this Agreement</b>				
C14		\$1,551.00	\$842.90	<b>\$1,685.80</b>
C13		\$1,589.00	\$866.60	<b>\$1,733.20</b>
C12		\$1,640.00	\$899.10	<b>\$1,798.20</b>
C11		\$1,687.00	\$929.20	<b>\$1,858.40</b>
C10		\$1,773.00	\$974.70	<b>\$1,949.40</b>
C10 midpoint			\$989.80	<b>\$1,979.60</b>
C9		\$1,827.00	\$1,005.40	<b>\$2,010.80</b>
C9 midpoint			\$1,021.90	<b>\$2,043.80</b>
C8		\$1,881.00	\$1,039.90	<b>\$2,079.80</b>
C8 midpoint			\$1,059.50	<b>\$2,119.00</b>
C7		\$1,930.00	\$1,080.80	<b>\$2,161.60</b>
C7 midpoint			\$1,122.90	<b>\$2,245.80</b>
C6		\$2,038.00	\$1,166.00	<b>\$2,332.00</b>
C5		\$2,093.00	\$1,209.00	<b>\$2,418.00</b>
C4		\$2,147.00	\$1,258.40	<b>\$2,516.80</b>
C3		\$2,256.00	\$1,358.70	<b>\$2,717.40</b>
C2 (a)		\$2,309.00	\$1,436.60	<b>\$2,873.20</b>
C2 (b)		\$2,407.00	\$1,532.50	<b>\$3,065.00</b>
Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.				



<b>Building Engineering and Maintenance Service Employees (Queensland Government) Award – State 2016</b> (in relation to occupations previously falling within the Building Trades Public Sector Award – State 2012)				
Classification Level	Pay Point	Award Rate of Pay	State Government Entities Certified Agreement Rate of Pay	State Government Entities Certified Agreement Rate of Pay
		Salary 01/09/2019 Per Fortnight	Salary 01/09/2019 Per Week (2.5% p.a. increase)	Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)
<b>The applicable rate is whichever is higher- displayed in bold. See Clause xx of this Agreement</b>				
BW 1 (a)		\$1,616.00	\$854.60	<b>\$1,709.20</b>
BW 1 (b)		\$1,646.00	\$890.50	<b>\$1,781.00</b>
BW 1 (c)		\$1,664.00	\$902.00	<b>\$1,804.00</b>
BW 1 (d)		\$1,687.00	\$916.60	<b>\$1,833.20</b>
BW 2		\$1,724.00	\$937.80	<b>\$1,875.60</b>
BT 1		\$1,773.00	\$962.20	<b>\$1,924.40</b>
BT 1 midpoint			\$977.70	<b>\$1,955.40</b>
BT 2		\$1,827.00	\$993.20	<b>\$1,986.40</b>
BT2 midpoint			\$1,009.50	<b>\$2,019.00</b>
BT 3		\$1,881.00	\$1,025.80	<b>\$2,051.60</b>
BT 3 midpoint			\$1,045.30	<b>\$2,090.60</b>
Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.				

<b>Building Engineering and Maintenance Service Employees (Queensland Government) Award – State 2016</b> (Public Safety Business Agency Workshop Staff only)			
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
		<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>	
C5		\$2,093.00	<b>\$2,778.50</b>
C6		\$2,038.00	<b>\$2,672.70</b>
C7 midpoint			<b>\$2,565.00</b>
C7		\$1,930.00	<b>\$2,459.60</b>
C8 midpoint			<b>\$2,406.40</b>
C8		\$1,881.00	<b>\$2,353.00</b>
C9 midpoint			<b>\$2,299.80</b>
C9		\$1,827.00	<b>\$2,246.80</b>
C10 midpoint			<b>\$2,194.40</b>
C10		\$1,773.00	<b>\$2,142.10</b>
C11		\$1,687.00	<b>\$1,992.50</b>
C12		\$1,640.00	<b>\$1,898.10</b>
C13		\$1,589.00	<b>\$1,796.00</b>
C14		\$1,551.00	<b>\$1,741.00</b>
<p>Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.</p>			

<b>Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016 (Public Safety Business Agency only)</b>			
<b>Forepersons Stream</b>			
<b>Classification level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
		<b>Salary 1/09/19 Per Fortnight</b>	<b>Salary 1/09/19 Per Fortnight (2.5% p.a. increase)</b>
<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>			
L5	1	<b>\$2,564.00</b>	<b>\$2,475.90</b>
	2	<b>\$2,645.00</b>	<b>\$2,558.20</b>
	3	<b>\$2,730.00</b>	<b>\$2,641.10</b>
	4	<b>\$2,811.00</b>	<b>\$2,723.90</b>
L6	1	<b>\$2,929.00</b>	<b>\$2,843.80</b>
	2	<b>\$3,007.00</b>	<b>\$2,919.90</b>
	3	<b>\$3,082.00</b>	<b>\$2,995.30</b>
L7	1	<b>\$3,226.00</b>	<b>\$3,139.50</b>
	2	<b>\$3,301.00</b>	<b>\$3,216.60</b>
	3	<b>\$3,378.00</b>	<b>\$3,293.40</b>

<b>Civil Construction, Operations and Maintenance General Award - State 2016</b>				
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Week (2.5% p.a. increase)</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
		<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>		
CW 1(a)		\$1,617.00	\$872.80	<b>\$1,745.60</b>
CW 1(b)		\$1,646.00	\$890.50	<b>\$1,781.00</b>
CW 2		\$1,664.00	\$902.10	<b>\$1,804.20</b>
CW 3		\$1,687.00	\$916.60	<b>\$1,833.20</b>
CW 4		\$1,724.00	\$937.90	<b>\$1,875.80</b>
CW 5		\$1,773.00	\$962.30	<b>\$1,924.60</b>
CW 6		\$1,827.00	\$993.40	<b>\$1,986.80</b>
CW 7		\$1,881.00	\$1,026.00	<b>\$2,052.00</b>
CW 8		\$1,930.00	\$1,064.50	<b>\$2,129.00</b>
CW 9		\$1,984.00	\$1,106.90	<b>\$2,213.80</b>
CW 10		\$2,038.00	\$1,152.10	<b>\$2,304.20</b>
CW 11		\$2,094.00	\$1,196.80	<b>\$2,393.60</b>
CW 12		\$2,147.00	\$1,241.70	<b>\$2,483.40</b>
CW 13		\$2,201.00	\$1,286.40	<b>\$2,572.80</b>
CW 14		\$2,256.00	\$1,331.50	<b>\$2,663.00</b>
<p>Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.</p>				

<b>General Employees (Queensland Government Departments) and Other Employees Award – State 2015</b>			
<b>ADMINISTRATIVE STREAM</b>			
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>			
L1	1	<b>\$1,508.00</b>	\$1,477.90
	2	<b>\$1,583.00</b>	\$1,559.10
	3	<b>\$1,678.00</b>	\$1,640.00
L2	1	<b>\$1,885.00</b>	\$1,824.10
	2	<b>\$1,932.00</b>	\$1,866.20
	3	<b>\$1,981.00</b>	\$1,909.40
	4	<b>\$2,031.00</b>	\$1,953.00
	5	<b>\$2,080.00</b>	\$1,997.70
	6	<b>\$2,130.00</b>	\$2,044.80
	7	<b>\$2,184.00</b>	\$2,097.40
	8	<b>\$2,245.00</b>	\$2,155.50
L3	1	<b>\$2,393.00</b>	\$2,303.80
	2	<b>\$2,480.00</b>	\$2,392.60
	3	<b>\$2,569.00</b>	\$2,481.10
	4	<b>\$2,656.00</b>	\$2,568.90
L4	1	<b>\$2,811.00</b>	\$2,723.90
	2	<b>\$2,900.00</b>	\$2,814.10
	3	<b>\$2,992.00</b>	\$2,904.40
	4	<b>\$3,082.00</b>	\$2,995.30
L5	1	<b>\$3,241.00</b>	\$3,156.80
	2	<b>\$3,333.00</b>	\$3,248.50
	3	<b>\$3,425.00</b>	\$3,339.60
	4	<b>\$3,515.00</b>	\$3,431.20
L6	1	<b>\$3,707.00</b>	\$3,621.90
	2	<b>\$3,791.00</b>	\$3,706.70
	3	<b>\$3,875.00</b>	\$3,791.10
	4	<b>\$3,959.00</b>	\$3,875.20
L7	1	<b>\$4,135.00</b>	\$4,052.70
	2	<b>\$4,234.00</b>	\$4,150.60
	3	<b>\$4,331.00</b>	\$4,248.40
	4	<b>\$4,428.00</b>	\$4,345.80
L8	1	<b>\$4,572.00</b>	\$4,490.20
	2	<b>\$4,660.00</b>	\$4,577.10
	3	<b>\$4,745.00</b>	\$4,662.50
	4	<b>\$4,831.00</b>	\$4,749.10

Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.

<b>General Employees (Queensland Government Departments) and Other Employees Award – State 2015</b>			
<b>OPERATIONAL STREAM</b>			
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>			
L1	1	\$1,338.00	\$1,322.00
	2	\$1,433.00	\$1,416.90
	3	\$1,546.00	\$1,512.50
	4	\$1,640.00	\$1,607.30
	5	\$1,753.00	\$1,702.60
	6	\$1,847.00	\$1,798.00
L2	1	\$1,885.00	\$1,824.10
	2	\$1,935.00	\$1,868.70
	3	\$1,987.00	\$1,914.00
	4	\$2,037.00	\$1,959.40
L3	1	\$2,068.00	\$1,987.10
	2	\$2,108.00	\$2,023.80
	3	\$2,152.00	\$2,064.60
	4	\$2,197.00	\$2,107.70
L4	1	\$2,285.00	\$2,197.10
	2	\$2,357.00	\$2,268.80
	3	\$2,430.00	\$2,340.90
	4	\$2,500.00	\$2,412.10
L5	1	\$2,564.00	\$2,475.90
	2	\$2,645.00	\$2,558.20
	3	\$2,730.00	\$2,641.10
	4	\$2,811.00	\$2,723.90
L6	1	\$2,929.00	\$2,843.80
	2	\$3,007.00	\$2,919.90
	3	\$3,082.00	\$2,995.30
L7	1	\$3,226.00	\$3,139.50
	2	\$3,301.00	\$3,216.60
	3	\$3,378.00	\$3,293.40

Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.

<b>General Employees (Queensland Government Departments) and Other Employees Award – State 2015</b>				
<b>HOSPITALITY STREAM</b>				
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Week (2.5% p.a. increase)</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
		<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>		
Introductory		\$1,551.00	\$801.20	<b>\$1,602.40</b>
1		\$1,589.00	\$843.10	<b>\$1,686.20</b>
2		\$1,646.00	\$854.60	<b>\$1,709.20</b>
3		\$1,687.00	\$886.70	<b>\$1,773.40</b>
4		\$1,773.00	\$916.60	<b>\$1,833.20</b>
5		\$1,881.00	\$962.20	<b>\$1,924.40</b>
6		\$1,930.00	\$993.20	<b>\$1,986.40</b>
7			\$1,025.80	<b>\$2,051.60</b>
Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.				

Legal Aid Queensland Employees Award – State 2015			
ADMINISTRATIVE STREAM			
Classification Level	Pay Point	Award Rate of Pay	State Government Entities Certified Agreement Rate of Pay
		Salary 01/09/2019 Per Fortnight	Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)
The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement			
L1	1	\$1,451.00	<b>\$1,477.90</b>
	2	\$1,546.00	<b>\$1,559.10</b>
	3	\$1,640.00	<b>\$1,640.00</b>
L2	1	<b>\$1,885.00</b>	\$1,824.10
	2	<b>\$1,932.00</b>	\$1,866.20
	3	<b>\$1,981.00</b>	\$1,909.40
	4	<b>\$2,031.00</b>	\$1,953.00
	5	<b>\$2,080.00</b>	\$1,997.70
	6	<b>\$2,130.00</b>	\$2,044.80
	7	<b>\$2,184.00</b>	\$2,097.40
	8	<b>\$2,245.00</b>	\$2,155.50
L3	1	<b>\$2,393.00</b>	\$2,303.80
	2	<b>\$2,480.00</b>	\$2,392.60
	3	<b>\$2,569.00</b>	\$2,481.10
	4	<b>\$2,656.00</b>	\$2,568.90
L4	1	<b>\$2,811.00</b>	\$2,723.90
	2	<b>\$2,900.00</b>	\$2,814.10
	3	<b>\$2,992.00</b>	\$2,904.40
	4	<b>\$3,082.00</b>	\$2,995.30
L5	1	<b>\$3,241.00</b>	\$3,156.80
	2	<b>\$3,333.00</b>	\$3,248.50
	3	<b>\$3,425.00</b>	\$3,339.60
	4	<b>\$3,515.00</b>	\$3,431.20
L6	1	<b>\$3,707.00</b>	\$3,621.90
	2	<b>\$3,791.00</b>	\$3,706.70
	3	<b>\$3,875.00</b>	\$3,791.10
	4	<b>\$3,959.00</b>	\$3,875.20
L7	1	<b>\$4,135.00</b>	\$4,052.70
	2	<b>\$4,234.00</b>	\$4,150.60
	3	<b>\$4,331.00</b>	\$4,248.40
	4	<b>\$4,428.00</b>	\$4,345.80
L8	1	<b>\$4,572.00</b>	\$4,490.20
	2	<b>\$4,660.00</b>	\$4,577.10
	3	<b>\$4,745.00</b>	\$4,662.50
	4	<b>\$4,831.00</b>	\$4,749.10

Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.



Legal Aid Queensland Employees Award – State 2015			
OPERATIONAL STREAM			
Classification Level	Pay Point	Award Rate of Pay	State Government Entities Certified Agreement Rate of Pay
		Salary 01/09/2019 Per Fortnight	Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)
The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement			
L1	1	\$1,282.00	<b>\$1,322.00</b>
	2	\$1,395.00	<b>\$1,416.90</b>
	3	\$1,489.00	<b>\$1,512.50</b>
	4	\$1,602.00	<b>\$1,607.30</b>
	5	\$1,697.00	<b>\$1,702.60</b>
	6	<b>\$1,810.00</b>	\$1,798.00
L2	1	<b>\$1,885.00</b>	\$1,824.10
	2	<b>\$1,935.00</b>	\$1,868.70
	3	<b>\$1,987.00</b>	\$1,914.00
	4	<b>\$2,037.00</b>	\$1,959.40
L3	1	<b>\$2,068.00</b>	\$1,987.10
	2	<b>\$2,108.00</b>	\$2,023.80
	3	<b>\$2,152.00</b>	\$2,064.60
	4	<b>\$2,197.00</b>	\$2,107.70
L4	1	<b>\$2,285.00</b>	\$2,197.10
	2	<b>\$2,357.00</b>	\$2,268.80
	3	<b>\$2,430.00</b>	\$2,340.90
	4	<b>\$2,500.00</b>	\$2,412.10
L5	1	<b>\$2,564.00</b>	\$2,475.90
	2	<b>\$2,645.00</b>	\$2,558.20
	3	<b>\$2,730.00</b>	\$2,641.10
	4	<b>\$2,811.00</b>	\$2,723.90
L6	1	<b>\$2,929.00</b>	\$2,843.80
	2	<b>\$3,007.00</b>	\$2,919.90
	3	<b>\$3,082.00</b>	\$2,995.30
L7	1	<b>\$3,226.00</b>	\$3,139.50
	2	<b>\$3,301.00</b>	\$3,216.60
	3	<b>\$3,378.00</b>	\$3,293.40

Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.

Legal Aid Queensland Employees Award – State 2015			
PROFESSIONAL STREAM			
Classification Level	Pay Point	Award Rate of Pay	State Government Entities Certified Agreement Rate of Pay
		Salary 01/09/2019 Per Fortnight	Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)
The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement			
L1	1	\$1,492.00	<b>\$1,509.50</b>
	2	\$1,629.00	<b>\$1,637.70</b>
	3	<b>\$1,767.00</b>	\$1,765.70
	4	<b>\$1,963.00</b>	\$1,893.70
	5	<b>\$2,045.00</b>	\$1,965.20
	6	<b>\$2,126.00</b>	\$2,040.10
	7	<b>\$2,217.00</b>	\$2,128.90
L2	1	<b>\$2,390.00</b>	\$2,301.20
	2	<b>\$2,517.00</b>	\$2,430.30
	3	<b>\$2,645.00</b>	\$2,558.90
	4	<b>\$2,775.00</b>	\$2,688.10
	5	<b>\$2,905.00</b>	\$2,817.50
	6	<b>\$3,033.00</b>	\$2,945.30
L3	1	<b>\$3,180.00</b>	\$3,093.90
	2	<b>\$3,275.00</b>	\$3,188.80
	3	<b>\$3,370.00</b>	\$3,283.60
	4	<b>\$3,465.00</b>	\$3,378.80
L4	1	<b>\$3,681.00</b>	\$3,597.00
	2	<b>\$3,774.00</b>	\$3,690.00
	3	<b>\$3,867.00</b>	\$3,782.50
	4	<b>\$3,959.00</b>	\$3,875.20
L5	1	<b>\$4,135.00</b>	\$4,052.70
	2	<b>\$4,234.00</b>	\$4,150.60
	3	<b>\$4,331.00</b>	\$4,248.40
	4	<b>\$4,428.00</b>	\$4,345.80
L6	1	<b>\$4,572.00</b>	\$4,490.20
	2	<b>\$4,660.00</b>	\$4,577.10
	3	<b>\$4,745.00</b>	\$4,662.50
	4	<b>\$4,831.00</b>	\$4,749.10

Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.

Legal Aid Queensland Employees Award – State 2015			
TECHNICAL STREAM			
Classification Level	Pay Point	Award Rate of Pay	State Government Entities Certified Agreement Rate of Pay
		Salary 01/09/2019 Per Fortnight	Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)
The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement			
L1	1	\$1,492.00	<b>\$1,509.50</b>
	2	\$1,629.00	<b>\$1,637.70</b>
	3	<b>\$1,767.00</b>	\$1,765.70
Age 21	4	<b>\$1,963.00</b>	\$1,893.70
	5	<b>\$2,045.00</b>	\$1,965.20
	6	<b>\$2,126.00</b>	\$2,040.10
	7	<b>\$2,217.00</b>	\$2,128.90
L2	1	<b>\$2,254.00</b>	\$2,164.70
	2	<b>\$2,333.00</b>	\$2,244.80
	3	<b>\$2,412.00</b>	\$2,325.70
	4	<b>\$2,495.00</b>	\$2,406.90
	5	<b>\$2,576.00</b>	\$2,488.20
	6	<b>\$2,656.00</b>	\$2,568.90
L3	1	<b>\$2,811.00</b>	\$2,723.90
	2	<b>\$2,884.00</b>	\$2,798.30
	3	<b>\$2,958.00</b>	\$2,871.60
	4	<b>\$3,033.00</b>	\$2,945.30
L4	1	<b>\$3,180.00</b>	\$3,093.90
	2	<b>\$3,280.00</b>	\$3,193.90
	3	<b>\$3,378.00</b>	\$3,293.40
L5	1	<b>\$3,515.00</b>	\$3,431.20
	2	<b>\$3,617.00</b>	\$3,532.60
	3	<b>\$3,718.00</b>	\$3,634.50
	4	<b>\$3,819.00</b>	\$3,736.10
L6	1	<b>\$3,941.00</b>	\$3,857.70
	2	<b>\$4,039.00</b>	\$3,955.40
	3	<b>\$4,135.00</b>	\$4,052.70
Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.			

<b>Miscellaneous Administrative Employees Award – State 2016</b>				
		<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
<b>Classification Level</b>	<b>Pay Point</b>	<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Week (2.5% p.a. increase)</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>				
Level 1	1st Year of service	\$1,645.00	\$890.30	<b>\$1,780.60</b>
	2nd Year of service	\$1,664.00	\$902.00	<b>\$1,804.00</b>
	3rd Year of service	\$1,683.00	\$913.90	<b>\$1,827.80</b>
	4th Year of service	\$1,703.00	\$926.10	<b>\$1,852.20</b>
Level 2	1st Year of service	\$1,723.00	\$937.80	<b>\$1,875.60</b>
	2nd Year of service	\$1,742.00	\$949.70	<b>\$1,899.40</b>
	3rd Year of service	\$1,773.00	\$962.20	<b>\$1,924.40</b>
Level 3	1st Year of service	\$1,848.00	\$1,005.60	<b>\$2,011.20</b>
	2nd Year of service	\$1,881.00	\$1,025.80	<b>\$2,051.60</b>
Level 4	1st Year of service	\$1,897.00	\$1,041.20	<b>\$2,082.40</b>
	2nd Year of service	\$1,930.00	\$1,064.30	<b>\$2,128.60</b>
Level 5	1st Year of service	\$2,006.00	\$1,125.10	<b>\$2,250.20</b>
	2nd Year of service	\$2,038.00	\$1,152.00	<b>\$2,304.00</b>
Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.				

<b>Parks and Wildlife Employees Award – State 2016</b>			
<b>OPERATIONAL STREAM</b>			
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>			
L1	1	\$1,338.00	\$1,322.00
	2	\$1,433.00	\$1,416.90
	3	\$1,546.00	\$1,512.50
	4	\$1,640.00	\$1,607.30
	5	\$1,753.00	\$1,702.60
	6	\$1,847.00	\$1,798.00
L2	1	\$1,885.00	\$1,824.10
	2	\$1,935.00	\$1,868.70
	3	\$1,987.00	\$1,914.00
	4	\$2,037.00	\$1,959.40
L3	1	\$2,068.00	\$1,987.10
	2	\$2,108.00	\$2,023.80
	3	\$2,152.00	\$2,064.60
	4	\$2,197.00	\$2,107.70
L4	1	\$2,285.00	\$2,197.10
	2	\$2,357.00	\$2,268.80
	3	\$2,430.00	\$2,340.90
	4	\$2,500.00	\$2,412.10
L5	1	\$2,564.00	\$2,475.90
	2	\$2,645.00	\$2,558.20
	3	\$2,730.00	\$2,641.10
	4	\$2,811.00	\$2,723.90
L6	1	\$2,929.00	\$2,843.80
	2	\$3,007.00	\$2,919.90
	3	\$3,082.00	\$2,995.30
L7	1	\$3,226.00	\$3,139.50
	2	\$3,301.00	\$3,216.60
	3	\$3,378.00	\$3,293.40

Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.

<b>Queensland Parliamentary Service Award – State 2015</b>			
<b>ADMINISTRATIVE STREAM</b>			
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>			
L1	1	\$1,451.00	<b>\$1,477.90</b>
	2	\$1,546.00	<b>\$1,559.10</b>
	3	\$1,640.00	<b>\$1,640.00</b>
L2	1	<b>\$1,885.00</b>	\$1,824.10
	2	<b>\$1,932.00</b>	\$1,866.20
	3	<b>\$1,981.00</b>	\$1,909.40
	4	<b>\$2,031.00</b>	\$1,953.00
	5	<b>\$2,080.00</b>	\$1,997.70
	6	<b>\$2,130.00</b>	\$2,044.80
	7	<b>\$2,184.00</b>	\$2,097.40
	8	<b>\$2,245.00</b>	\$2,155.50
L3	1	<b>\$2,393.00</b>	\$2,303.80
	2	<b>\$2,480.00</b>	\$2,392.60
	3	<b>\$2,569.00</b>	\$2,481.10
	4	<b>\$2,656.00</b>	\$2,568.90
L4	1	<b>\$2,811.00</b>	\$2,723.90
	2	<b>\$2,900.00</b>	\$2,814.10
	3	<b>\$2,992.00</b>	\$2,904.40
	4	<b>\$3,082.00</b>	\$2,995.30
L5	1	<b>\$3,241.00</b>	\$3,156.80
	2	<b>\$3,333.00</b>	\$3,248.50
	3	<b>\$3,425.00</b>	\$3,339.60
	4	<b>\$3,515.00</b>	\$3,431.20
L6	1	<b>\$3,707.00</b>	\$3,621.90
	2	<b>\$3,791.00</b>	\$3,706.70
	3	<b>\$3,875.00</b>	\$3,791.10
	4	<b>\$3,959.00</b>	\$3,875.20
L7	1	<b>\$4,135.00</b>	\$4,052.70
	2	<b>\$4,234.00</b>	\$4,150.60
	3	<b>\$4,331.00</b>	\$4,248.40
	4	<b>\$4,428.00</b>	\$4,345.80
L8	1	<b>\$4,572.00</b>	\$4,490.20
	2	<b>\$4,660.00</b>	\$4,577.10
	3	<b>\$4,745.00</b>	\$4,662.50
	4	<b>\$4,831.00</b>	\$4,749.10

Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.

<b>Queensland Parliamentary Service Award – State 2015</b>			
<b>OPERATIONAL STREAM</b>			
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>			
L1	1	\$1,282.00	<b>\$1,322.00</b>
	2	\$1,395.00	<b>\$1,416.90</b>
	3	\$1,489.00	<b>\$1,512.50</b>
	4	\$1,602.00	<b>\$1,607.30</b>
	5	\$1,697.00	<b>\$1,702.60</b>
	6	<b>\$1,810.00</b>	\$1,798.00
L2	1	<b>\$1,885.00</b>	\$1,824.10
	2	<b>\$1,935.00</b>	\$1,868.70
	3	<b>\$1,987.00</b>	\$1,914.00
	4	<b>\$2,037.00</b>	\$1,959.40
L3	1	<b>\$2,068.00</b>	\$1,987.10
	2	<b>\$2,108.00</b>	\$2,023.80
	3	<b>\$2,152.00</b>	\$2,064.60
	4	<b>\$2,197.00</b>	\$2,107.70
L4	1	<b>\$2,285.00</b>	\$2,197.10
	2	<b>\$2,357.00</b>	\$2,268.80
	3	<b>\$2,430.00</b>	\$2,340.90
	4	<b>\$2,500.00</b>	\$2,412.10
L5	1	<b>\$2,564.00</b>	\$2,475.90
	2	<b>\$2,645.00</b>	\$2,558.20
	3	<b>\$2,730.00</b>	\$2,641.10
	4	<b>\$2,811.00</b>	\$2,723.90
L6	1	<b>\$2,929.00</b>	\$2,843.80
	2	<b>\$3,007.00</b>	\$2,919.90
	3	<b>\$3,082.00</b>	\$2,995.30
L7	1	<b>\$3,226.00</b>	\$3,139.50
	2	<b>\$3,301.00</b>	\$3,216.60
	3	<b>\$3,378.00</b>	\$3,293.40

Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.

Queensland Parliamentary Service Award – State 2015			
PROFESIONAL STREAM			
Classification Level	Pay Point	Award Rate of Pay	State Government Entities Certified Agreement Rate of Pay
		Salary 01/09/2019 Per Fortnight	Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)
The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement			
L1	1	\$1,492.00	<b>\$1,509.50</b>
	2	\$1,629.00	<b>\$1,637.70</b>
	3	<b>\$1,767.00</b>	\$1,765.70
	4	<b>\$1,963.00</b>	\$1,893.70
	5	<b>\$2,045.00</b>	\$1,965.20
	6	<b>\$2,126.00</b>	\$2,040.10
	7	<b>\$2,217.00</b>	\$2,128.90
L2	1	<b>\$2,390.00</b>	\$2,301.20
	2	<b>\$2,517.00</b>	\$2,430.30
	3	<b>\$2,645.00</b>	\$2,558.90
	4	<b>\$2,775.00</b>	\$2,688.10
	5	<b>\$2,905.00</b>	\$2,817.50
	6	<b>\$3,033.00</b>	\$2,945.30
L3	1	<b>\$3,180.00</b>	\$3,093.90
	2	<b>\$3,275.00</b>	\$3,188.80
	3	<b>\$3,370.00</b>	\$3,283.60
	4	<b>\$3,465.00</b>	\$3,378.80
L4	1	<b>\$3,681.00</b>	\$3,597.00
	2	<b>\$3,774.00</b>	\$3,690.00
	3	<b>\$3,867.00</b>	\$3,782.50
	4	<b>\$3,959.00</b>	\$3,875.20
L5	1	<b>\$4,135.00</b>	\$4,052.70
	2	<b>\$4,234.00</b>	\$4,150.60
	3	<b>\$4,331.00</b>	\$4,248.40
	4	<b>\$4,428.00</b>	\$4,345.80
L6	1	<b>\$4,572.00</b>	\$4,490.20
	2	<b>\$4,660.00</b>	\$4,577.10
	3	<b>\$4,745.00</b>	\$4,662.50
	4	<b>\$4,831.00</b>	\$4,749.10

Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.



Queensland Parliamentary Service Award – State 2015			
TECHNICAL STREAM			
Classification Level	Pay Point	Award Rate of Pay	State Government Entities Certified Agreement Rate of Pay
		Salary 01/09/2019 Per Fortnight	Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)
The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement			
L1	1	\$1,492.00	<b>\$1,509.50</b>
	2	\$1,629.00	<b>\$1,637.70</b>
	3	<b>\$1,767.00</b>	\$1,765.70
	4	<b>\$1,963.00</b>	\$1,893.70
	5	<b>\$2,045.00</b>	\$1,965.20
	6	<b>\$2,126.00</b>	\$2,040.10
	7	<b>\$2,217.00</b>	\$2,128.90
L2	1	<b>\$2,254.00</b>	\$2,164.70
	2	<b>\$2,333.00</b>	\$2,244.80
	3	<b>\$2,412.00</b>	\$2,325.70
	4	<b>\$2,495.00</b>	\$2,406.90
	5	<b>\$2,576.00</b>	\$2,488.20
	6	<b>\$2,656.00</b>	\$2,568.90
L3	1	<b>\$2,811.00</b>	\$2,723.90
	2	<b>\$2,884.00</b>	\$2,798.30
	3	<b>\$2,958.00</b>	\$2,871.60
	4	<b>\$3,033.00</b>	\$2,945.30
L4	1	<b>\$3,180.00</b>	\$3,093.90
	2	<b>\$3,280.00</b>	\$3,193.90
	3	<b>\$3,378.00</b>	\$3,293.40
L5	1	<b>\$3,515.00</b>	\$3,431.20
	2	<b>\$3,617.00</b>	\$3,532.60
	3	<b>\$3,718.00</b>	\$3,634.50
	4	<b>\$3,819.00</b>	\$3,736.10
L6	1	<b>\$3,941.00</b>	\$3,857.70
	2	<b>\$4,039.00</b>	\$3,955.40
	3	<b>\$4,135.00</b>	\$4,052.70

Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.

<b>Public Safety Business Agency – Pilots – Airwing</b>			
		<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
<b>Classification Level</b>	<b>Pay Point</b>	<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
		<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>	
Chief Pilot			<b>\$4,932.20</b>
Senior Base Pilot (Cairns)			<b>\$4,657.60</b>
Pilot of Multi Engine Turbine Aircraft from 8500kg and higher requiring 2 crew			<b>\$5,077.10</b>
Pilot of Multi Engine Turbine Aircraft from 5700kg UTBNI 8500kg requiring 2 crew and co-pilot of a heavier aircraft			<b>\$4,435.90</b>
Pilot of Multi Engine Turbine Aircraft UTBNI 5700kg and co-pilot of a heavier aircraft			<b>\$4,021.20</b>
Pilot of Single engine turbine or multi engine piston UTBNI 5700kg and co-pilots of a heavier aircraft			<b>\$3,361.40</b>
<p>Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.</p>			

Queensland Public Service Officers and Other Employees Award – State 2015			
ADMINISTRATIVE STREAM			
Classification Level	Pay Point	Award Rate of Pay	State Government Entities Certified Agreement Rate of Pay
		Salary 01/09/2019 Per Fortnight	Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)
<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>			
L1	1	\$1,451.00	<b>\$1,477.90</b>
	2	\$1,546.00	<b>\$1,559.10</b>
	3	\$1,640.00	<b>\$1,640.00</b>
L2	1	<b>\$1,885.00</b>	\$1,824.10
	2	<b>\$1,932.00</b>	\$1,866.20
	3	<b>\$1,981.00</b>	\$1,909.40
	4	<b>\$2,031.00</b>	\$1,953.00
	5	<b>\$2,080.00</b>	\$1,997.70
	6	<b>\$2,130.00</b>	\$2,044.80
	7	<b>\$2,184.00</b>	\$2,097.40
	8	<b>\$2,245.00</b>	\$2,155.50
L3	1	<b>\$2,393.00</b>	\$2,303.80
	2	<b>\$2,480.00</b>	\$2,392.60
	3	<b>\$2,569.00</b>	\$2,481.10
	4	<b>\$2,656.00</b>	\$2,568.90
L4	1	<b>\$2,811.00</b>	\$2,723.90
	2	<b>\$2,900.00</b>	\$2,814.10
	3	<b>\$2,992.00</b>	\$2,904.40
	4	<b>\$3,082.00</b>	\$2,995.30
L5	1	<b>\$3,241.00</b>	\$3,156.80
	2	<b>\$3,333.00</b>	\$3,248.50
	3	<b>\$3,425.00</b>	\$3,339.60
	4	<b>\$3,515.00</b>	\$3,431.20
L6	1	<b>\$3,707.00</b>	\$3,621.90
	2	<b>\$3,791.00</b>	\$3,706.70
	3	<b>\$3,875.00</b>	\$3,791.10
	4	<b>\$3,959.00</b>	\$3,875.20
L7	1	<b>\$4,135.00</b>	\$4,052.70
	2	<b>\$4,234.00</b>	\$4,150.60
	3	<b>\$4,331.00</b>	\$4,248.40
	4	<b>\$4,428.00</b>	\$4,345.80
L8	1	<b>\$4,572.00</b>	\$4,490.20
	2	<b>\$4,660.00</b>	\$4,577.10
	3	<b>\$4,745.00</b>	\$4,662.50
	4	<b>\$4,831.00</b>	\$4,749.10

Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.

Queensland Public Service Officers and Other Employees Award – State 2015			
OPERATIONAL STREAM			
Classification Level	Pay Point	Award Rate of Pay	State Government Entities Certified Agreement Rate of Pay
		Salary 01/09/2019 Per Fortnight	Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)
The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement			
L1	1	\$1,282.00	<b>\$1,322.00</b>
	2	\$1,395.00	<b>\$1,416.90</b>
	3	\$1,489.00	<b>\$1,512.50</b>
	4	\$1,602.00	<b>\$1,607.30</b>
	5	\$1,697.00	<b>\$1,702.60</b>
	6	<b>\$1,810.00</b>	\$1,798.00
L2	1	<b>\$1,885.00</b>	\$1,824.10
	2	<b>\$1,935.00</b>	\$1,868.70
	3	<b>\$1,987.00</b>	\$1,914.00
	4	<b>\$2,037.00</b>	\$1,959.40
L3	1	<b>\$2,068.00</b>	\$1,987.10
	2	<b>\$2,108.00</b>	\$2,023.80
	3	<b>\$2,152.00</b>	\$2,064.60
	4	<b>\$2,197.00</b>	\$2,107.70
L4	1	<b>\$2,285.00</b>	\$2,197.10
	2	<b>\$2,357.00</b>	\$2,268.80
	3	<b>\$2,430.00</b>	\$2,340.90
	4	<b>\$2,500.00</b>	\$2,412.10
L5	1	<b>\$2,564.00</b>	\$2,475.90
	2	<b>\$2,645.00</b>	\$2,558.20
	3	<b>\$2,730.00</b>	\$2,641.10
	4	<b>\$2,811.00</b>	\$2,723.90
L6	1	<b>\$2,929.00</b>	\$2,843.80
	2	<b>\$3,007.00</b>	\$2,919.90
	3	<b>\$3,082.00</b>	\$2,995.30
L7	1	<b>\$3,226.00</b>	\$3,139.50
	2	<b>\$3,301.00</b>	\$3,216.60
	3	<b>\$3,378.00</b>	\$3,293.40

Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.

Queensland Public Service Officers and Other Employees Award – State 2015			
PROFESSIONAL STREAM			
Classification Level	Pay Point	Award Rate of Pay	State Government Entities Certified Agreement Rate of Pay
		Salary 01/09/2019 Per Fortnight	Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)
The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement			
L1	1	\$1,492.00	<b>\$1,509.50</b>
	2	\$1,629.00	<b>\$1,637.70</b>
	3	<b>\$1,767.00</b>	\$1,765.70
	4	<b>\$1,963.00</b>	\$1,893.70
	5	<b>\$2,045.00</b>	\$1,965.20
	6	<b>\$2,126.00</b>	\$2,040.10
	7	<b>\$2,217.00</b>	\$2,128.90
L2	1	<b>\$2,390.00</b>	\$2,301.20
	2	<b>\$2,517.00</b>	\$2,430.30
	3	<b>\$2,645.00</b>	\$2,558.90
	4	<b>\$2,775.00</b>	\$2,688.10
	5	<b>\$2,905.00</b>	\$2,817.50
	6	<b>\$3,033.00</b>	\$2,945.30
L3	1	<b>\$3,180.00</b>	\$3,093.90
	2	<b>\$3,275.00</b>	\$3,188.80
	3	<b>\$3,370.00</b>	\$3,283.60
	4	<b>\$3,465.00</b>	\$3,378.80
L4	1	<b>\$3,681.00</b>	\$3,597.00
	2	<b>\$3,774.00</b>	\$3,690.00
	3	<b>\$3,867.00</b>	\$3,782.50
	4	<b>\$3,959.00</b>	\$3,875.20
L5	1	<b>\$4,135.00</b>	\$4,052.70
	2	<b>\$4,234.00</b>	\$4,150.60
	3	<b>\$4,331.00</b>	\$4,248.40
	4	<b>\$4,428.00</b>	\$4,345.80
L6	1	<b>\$4,572.00</b>	\$4,490.20
	2	<b>\$4,660.00</b>	\$4,577.10
	3	<b>\$4,745.00</b>	\$4,662.50
	4	<b>\$4,831.00</b>	\$4,749.10

Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.

Queensland Public Service Officers and Other Employees Award – State 2015			
TECHNICAL STREAM			
Classification Level	Pay Point	Award Rate of Pay	State Government Entities Certified Agreement Rate of Pay
		Salary 01/09/2019 Per Fortnight	Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)
The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement			
L1	1	\$1,492.00	<b>\$1,509.50</b>
	2	\$1,629.00	<b>\$1,637.70</b>
	3	<b>\$1,767.00</b>	\$1,765.70
	4	<b>\$1,963.00</b>	\$1,893.70
	5	<b>\$2,045.00</b>	\$1,965.20
	6	<b>\$2,126.00</b>	\$2,040.10
	7	<b>\$2,217.00</b>	\$2,128.90
L2	1	<b>\$2,254.00</b>	\$2,164.70
	2	<b>\$2,333.00</b>	\$2,244.80
	3	<b>\$2,412.00</b>	\$2,325.70
	4	<b>\$2,495.00</b>	\$2,406.90
	5	<b>\$2,576.00</b>	\$2,488.20
	6	<b>\$2,656.00</b>	\$2,568.90
L3	1	<b>\$2,811.00</b>	\$2,723.90
	2	<b>\$2,884.00</b>	\$2,798.30
	3	<b>\$2,958.00</b>	\$2,871.60
	4	<b>\$3,033.00</b>	\$2,945.30
L4	1	<b>\$3,180.00</b>	\$3,093.90
	2	<b>\$3,280.00</b>	\$3,193.90
	3	<b>\$3,378.00</b>	\$3,293.40
L5	1	<b>\$3,515.00</b>	\$3,431.20
	2	<b>\$3,617.00</b>	\$3,532.60
	3	<b>\$3,718.00</b>	\$3,634.50
	4	<b>\$3,819.00</b>	\$3,736.10
L6	1	<b>\$3,941.00</b>	\$3,857.70
	2	<b>\$4,039.00</b>	\$3,955.40
	3	<b>\$4,135.00</b>	\$4,052.70

Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.

<b>Queensland Public Service Officers and Other Employees Award – State 2015</b>			
<b>SAFE FOOD STREAM</b>			
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>			
Level 1	1	<b>\$1,551.00</b>	\$1,477.90
Level 2	1	<b>\$1,820.00</b>	\$1,765.70
	2	<b>\$1,959.00</b>	\$1,889.70
	3	<b>\$2,099.00</b>	\$2,014.80
	4	<b>\$2,254.00</b>	\$2,164.70
Level 3	1	<b>\$2,333.00</b>	\$2,244.80
	2	<b>\$2,441.00</b>	\$2,353.00
	3	<b>\$2,548.00</b>	\$2,460.90
	4	<b>\$2,656.00</b>	\$2,568.90
Level 4	1	<b>\$2,775.00</b>	\$2,688.10
	2	<b>\$2,876.00</b>	\$2,790.50
	3	<b>\$2,979.00</b>	\$2,893.00
	4	<b>\$3,082.00</b>	\$2,995.30
Level 5	1	<b>\$3,180.00</b>	\$3,093.90
	2	<b>\$3,292.00</b>	\$3,206.50
	3	<b>\$3,404.00</b>	\$3,319.10
	4	<b>\$3,515.00</b>	\$3,431.20
Level 6	1	<b>\$3,617.00</b>	\$3,532.60
	2	<b>\$3,757.00</b>	\$3,673.10
	3	<b>\$3,899.00</b>	\$3,814.60
	4	<b>\$4,039.00</b>	\$3,955.40
Level 7	1	<b>\$4,135.00</b>	\$4,052.70
	2	<b>\$4,233.00</b>	\$4,149.80
	3	<b>\$4,331.00</b>	\$4,248.40
	4	<b>\$4,428.00</b>	\$4,345.80
Level 8	1	<b>\$4,572.00</b>	\$4,490.20
	2	<b>\$4,660.00</b>	\$4,577.10
	3	<b>\$4,745.00</b>	\$4,662.50
	4	<b>\$4,831.00</b>	\$4,749.10

Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.

<b>Queensland Public Service Officers and Other Employees Award – State 2015</b>			
<b>NURSING STREAM</b>			
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
		<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>	
1	1st year	\$1,909.00	<b>\$2,097.20</b>
	2nd year	\$1,970.00	<b>\$2,190.90</b>
	3rd year	\$2,027.00	<b>\$2,291.30</b>
	4th year	\$2,093.00	<b>\$2,393.00</b>
	5th year	\$2,155.00	<b>\$2,494.00</b>
	6th year	\$2,215.00	<b>\$2,595.20</b>
	7th year	\$2,276.00	<b>\$2,696.70</b>
	8th year	\$2,333.00	<b>\$2,797.80</b>
2	1st year	\$2,395.00	<b>\$2,898.90</b>
	2nd year	\$2,431.00	<b>\$2,966.60</b>
	3rd year	\$2,470.00	<b>\$3,033.80</b>
	4th year	\$2,510.00	<b>\$3,101.40</b>
3	1st year	\$2,588.00	<b>\$3,227.70</b>
	2nd year	\$2,634.00	<b>\$3,303.80</b>
	3rd year	\$2,679.00	<b>\$3,379.10</b>
	4th year	\$2,725.00	<b>\$3,455.60</b>
4		\$3,148.00	<b>\$4,155.20</b>
5		\$2,971.00	<b>\$4,788.60</b>
Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(16) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the ForGov webpage.			



## APPENDIX 4: 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.

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	
• Master's 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.

## APPENDIX 5: DEPARTMENT OF AGRICULTURE AND FISHERIES

Continuing, reviewed and updated provisions originally prescribed in the *Department of Primary Industries, Fisheries and Forestry - Certified Agreement 1997*

### 1. Revised Working Hours Arrangements

The “spread of hours” for day workers across the Department (excluding Queensland Boating and Fisheries Patrol) will be 6.00 am to 6.00 pm Monday to Friday. Within the spread of hours the normal operating hours of the Department will be determined by the Chief Executive.

### 2. Department of Agriculture and Fisheries (DAF) Progression Scheme

The progression scheme implemented under the *Department of Primary Industries, Fisheries and Forestry - Certified Agreement 1997* for professional and technical stream employees will continue to apply.

### 3. DPI Rural Area Incentive Scheme

The Rural Area Incentive Scheme implemented under the *Department of Primary Industries, Fisheries and Forestry - Certified Agreement 1997* will continue to apply.

Continuing, reviewed and updated provisions originally prescribed in the *State Government Departments Certified Agreement 2006* and new provisions under this Agreement

## PART 1: QUEENSLAND BOATING AND FISHERIES PATROL

### 1. Hard Lying Allowance

Where Hotel/Motel accommodation is unavailable or impracticable, the employee will receive a non-indexed hard lying allowance of \$60.00 per night. Employees overnight on board vessels which are more than ten (10) metres in length will not receive hard lying allowance.

### 2. Plain Clothing Allowance

Officers who are substantively employed as Investigators and do not wear a uniform, will be paid a non-indexed allowance for clothing and laundry of \$200.00 per annum to compensate them for the requirement to wear civilian clothing during working hours. This allowance will replace the fortnightly uniform laundry allowance normally payable to these employees.

### 3. Aggregated Weekend and Public Holiday Allowance

3.1 Full-time (76 hours per fortnight) technical officers up to and including the salary classification of TO5 (employees) shall be paid an allowance of 9.7% of their base salary for the first 192 penalty hours worked on weekends or on a public holiday over a year. This allowance is in lieu of the provisions of S1.2.1.1 of the *Queensland Public Service Officers and Other Employees Award – State 2015*.

3.2 A year commences on 1 July 2020, and then each subsequent year on 1 July for the life of the agreement. Penalty hours will be calculated on the following basis:

Working a rostered 8 hour shift on a Saturday accrues four (4) hours towards 192 penalty hours;  
 Working a rostered 8 hour shift on a Sunday accrues eight (8) hours towards 192 penalty hours;  
 Working a rostered 8 hour shift on a public holiday accrues twelve (12) hours towards 192 penalty hours.

Where the duration of a shift is less than the daily ordinary hours of eight, the total ordinary hours worked will contribute on a pro rata basis at the relevant percentage rate.

- 3.3 Technical officers up to and including the salary classification of TO5 who are working part-time but otherwise employed on a 76 hour fortnight shall elect to either be rostered for eight hour weekend work shifts on an ongoing basis and receive the aggregated salary allowance for weekend work performed on a pro rata basis, or elect not to be rostered for weekend work and not be paid the allowance. That decision will be made annually prior to 1 July. For those part-time employees not receiving the allowance, penalty rates for weekends and public holidays where worked will be claimed in line with the relevant penalty rates as set out in S1.2.1.1 of the *Queensland Public Service Officers and Other Employees Award – State 2015*.
- 3.4 Local managers are to ensure employees are rostered to work 192 (or pro rata for part time officers who elect to participate) weekend and public holiday penalty rate hours each year and that relevant employees are made aware of the requirement that these rosters must be worked. Weekend and public holiday rostered hours will be reasonably spread across the year taking into consideration operational requirements, and leave. Except for those officers who have approved paid leave of more than 12 weeks in total in a year, an officer shall not be rostered to work more than three consecutive weekends unless mutually agreed. Local managers are also to maintain and monitor employee time records to ensure that the 192 hours are met, and identify when each officer will reach the 192 weekend and public holiday penalty hour limit for the 12 month period.
- 3.5 Nothing in this agreement prevents an officer being rostered reasonable additional weekend hours above the 192 hours. A full-time officer who exceeds 192 penalty hours, or a part-time officer who exceeds their pro rata penalty hours during a year will then be paid the prescribed penalty rates for the work performed on the weekend or a public holiday as set out in S1.2.1.1 of the *Queensland Public Service Officers and Other Employees Award – State 2015*.
- 3.6 If an officer takes leave on a rostered weekend or on a rostered public holiday, the officer shall not accrue any hours towards the 192 penalty hours.
- 3.7 If an officer commences employment after the start of a year on 1 July and the officer is eligible to be paid the allowance, the officer shall be required to work the number of penalty hours for the remainder of the year on a pro rata basis.
- 3.8 An officer who is required to perform overtime on a weekend or public holiday shall be paid the relevant prescribed overtime rates and this overtime worked shall not accrue any hours towards the 192 penalty hours.
- 3.9 The allowance shall be paid fortnightly to eligible officers including for all paid approved leave taken up to 12 weeks in total in a year. The allowance shall not be payable for any period of approved paid leave that exceeds 12 weeks in total during a year unless the rostering officer is satisfied that the officer is able to complete 192 penalty hours within the year (or pro rata for part time officers). An employee whose allowance has been ceased during a year will be paid at the prescribed penalty rates as set out in S1.2.1.1 of the *Queensland Public Service Officers and Other Employees Award – State 2015* for weekend and public holiday penalties. The allowance will be reinstated at the commencement of the next year.
- 3.10 The allowance is not superannuable except where required to be included for calculation of ordinary time earnings under Superannuation Guarantee legislation.

#### **4. Marine Animal Response Team (MART)**

- 4.1 The parties acknowledge the specialist skills of MART employees involved in the release of whales from Shark Control Program equipment.
- 4.2 To recognise these specialist skills, accredited MART employees, as identified on a register of accredited MART

members, shall be paid a non-indexed allowance of \$500 per annum.

- 4.3 The allowance will be a lump sum payment, payable each year to accredited MART members.

**Continuing, reviewed and updated provisions originally prescribed in the *NRW Forest Products Certified Agreement 2007***

**PART 1: APPLICATION**

**1.1 Application**

- 1.1.1 These provisions shall apply to all employees of Forest Products excluding Senior Executives and Senior Officers.

**PART 2: EMPLOYMENT CONDITIONS**

**2.1 Forest Management Certification Payments**

- 2.1.1 Forest Products is committed to maintaining the accreditation of its forestry management system to a relevant standard, such as *The Australian Forestry Standard*. The Forest Management Certification Payments will be payable in connection with the maintenance of this accreditation.

- 2.1.2 Payment will be made subject to the demonstrated commitment of staff to the maintenance of certification through an annual audit process that assesses performance against stringent criteria for forestry management of timber production from an environmental, social, cultural and economic perspective within a continuous improvement framework. Staff commitment will be demonstrated through the adoption of best practice management standards and continuous improvement processes and the rectification of any issues raised through the audit process.

- 2.1.3 The relevant CC will review the progress of this accreditation during this Agreement.

- 2.1.4 All employees of Forest Products excluding Senior Executives and Senior Officers shall be paid the Forest Management Certification Payment on the following basis:

As from 1 September 2019 - \$14.40 per fortnight;  
As from 1 September 2020 - \$14.80 per fortnight;  
As from 1 September 2021 - \$15.20 per fortnight;  
As from 1 September 2022 - \$15.60 per fortnight.

**2.2 Work Away from Headquarters**

- 2.2.1 Travelling and relieving allowances/expenses as provided for in the Directive relating to Domestic Travelling and Relieving Expenses issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008* shall apply to full-time and part-time general employees.

- 2.2.2 Employees who are required to camp and are entitled to camp allowance will be paid the rate prescribed in clause 13(d)(ii)(B) of the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015* in lieu of camp allowance when they are required to camp in departmental barracks away from their normal headquarters overnight.

- 2.2.3 Employees who are classified as permanently engaged on firebreak/road construction and maintenance work are entitled to the rate prescribed in clause 13(d)(ii)(B) of the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015* when they travel away from their normal headquarters overnight and stay in a departmental barracks.

### **2.3 Local Workplace Agreements**

- 2.3.1 Changes to existing employment conditions which contribute to increased productivity and employee benefits can be initiated by employees and management through consultation at the workplace. Local union delegate(s) and/or officials may assist employees to develop a proposal, as appropriate. Proposals are to be formally documented, including any trial or sunset arrangements. Such proposals are to be forwarded to the relevant CC.
- 2.3.2 The relevant CC shall review, and may refine proposals as necessary. Subject to acceptance of the proposal by the relevant CC, a jointly agreed information statement will be provided to affected employees outlining issues and explaining reasons for any changes made to the proposal prior to ballot.
- 2.3.3 Implementation of local workplace agreement initiatives requires the support of the affected employees by means of:
- (a) a ballot with an outcome (for work groups) of 75% of affected employees in a work group being in favour of the proposed Local Workplace Agreement; or
  - (b) the employee(s) concerned, if the matter does not require a work group approach.
- 2.3.4 The relevant CC will subsequently approve the commencement of, and monitor the results during, local workplace agreement initiatives.

### **2.4 Fire Management**

- 2.4.1 The Fire Management provisions herein shall apply to all staff in Forest Products who have a current accreditation for Fire Fighting Level 1 or have been trained in Logistical and Operational Support for Incident Control.
- 2.4.2 The parties recognise that fire management is an integral part of departmental business and work activities.
- 2.4.3 In recognition of competencies required by staff to protect State assets, an all-purpose allowance shall be paid to all permanent employees where a current accreditation for Fire Fighting Level 1 is held or where the employee has been trained in Logistical and Operational Support for Incident Control.
- 2.4.4 The all-purpose allowance shall be paid on the following basis:
- As from 1 September 2019 - \$25.00 per fortnight;
  - As from 1 September 2020 - \$25.60 per fortnight;
  - As from 1 September 2021 - \$26.20 per fortnight;
  - As from 1 September 2022 - \$26.90 per fortnight.
- 2.4.5 The allowance will also be paid to temporary and casual employees who are required by the Department to undertake fire fighting and/or fire support duties as part of an operational role.
- 2.4.6 The allowance will be paid on the following basis:
- (a) General employees, salaried field staff and salaried office staff located at centres within Forest Products' Forest Management Areas will be paid for the entire year in recognition of their front line fire management role including wild fire control and prescribed burning activities that may be undertaken throughout the year.
  - (b) Salaried office based staff located in Brisbane will be paid the allowance during the normal Forest Products declared summer fire season of 1 August to 31 January in recognition of providing back up fire fighting and support services during this high risk period.



Sunday Roster	X	X	X	X	X	O	O	X	X	X	X	RDO	O	O
Monday to Friday	O	X	X	X	X	X	O	O	RDO	X	X	X	X	O

- Where “O” means rostered off and “X” means rostered on.
- Where industrial parties agree, individual teams may, by mutual agreement, perform work in accordance with alternative rosters as provided for in the Award.

Program management agree to provide notification to the Union and all affected staff of proposed changes to rosters (ie. changes between Saturday, Sunday and Monday/Friday rosters). Management will make all attempts to provide such notification at least one month prior to the earliest possible date of effect.

Except as provided in clause 8, if work is required to be performed on an RDO, overtime rates shall apply.

#### 7. Banking of RDOs

Where the industrial parties agree, RDOs may be banked on a whole of team basis in accordance with award provisions and may also be swapped on a whole of team basis by mutual agreement.

Provided that RDOs will not be utilised on a Saturday or a Sunday.

#### 8. Weekend Penalty Rates

All ordinary hours performed on Saturdays and Sundays will be paid for at the rate of time and a half.

#### 9. Inclement Weather

- The parties to this Appendix recognise that due to circumstances beyond the employer’s control, situations may arise where stand down in accordance with the *Industrial Relations Act 2016* may need to be considered.
- No stand-downs will be considered until after two (2) consecutive days of inclement weather.
- The employer will consider all avenues for providing other work and training opportunities before invoking unpaid stand-downs.
- Provided that total stand-down without pay will not exceed five (5) days in any calendar year.
- In the event of stand-downs without pay, an employee who is notified that they are stood down after commencing their ordinary rostered hours but having worked four (4) hours or less, will be paid for 4 hours.

#### 10. Travel Time

Where an employee has arrived at their usual place of work for normal rostered duties, they are deemed to have commenced work at their normal rostered time, unless late. All subsequent work travel will be counted as working time and where necessary, the employer shall provide transport.

The usual place of work will not be changed without the employer giving a fortnight’s notice to the employee concerned. The parties agree that the usual place of work will be limited to sites where the Program has active bases and/or depots.

Where an employee is required to perform suitable duties away from their usual place of work, the employee will be provided assistance to travel from and to their usual place of work.

#### **11. Protective Footwear and Identification Clothing**

The employer shall provide to all Field Assistants, Assistant Team Leaders and Team Leaders on commencement of employment the following protective identification clothing:

- (a) Three (3) long sleeve shirts; replaceable on a fair wear and tear basis;
- (b) Three (3) pairs long trousers, replaceable on a fair wear and tear basis; and
- (c) One pair of safety boots (or two pairs of safety boots if employed for a period greater than 3 months), replaceable on a fair wear and tear basis.

DAF fire ant field staff are required to wear provided safety vests and shirts. Where seasonal conditions necessitate the wearing of warm clothing over provided shirts, employees are required to wear provided safety vests or high visibility shirts to enable appropriate identification.

#### **12. Workplace Health and Safety**

DAF is committed to complying with relevant workplace health and safety legislation to direct activities and resources effectively and responsibly to ensure healthy safe and productive working lives.

Team Leaders and Assistant Team Leaders have responsibilities for managing staff in dealing with hot and humid climatic conditions. Responsible staff shall take effective action to ensure staff do not unduly suffer from heat stress

DAF will commit to ensuring employees have reasonable workloads and are not expected to engage in unsafe work practices.

#### **13. Workplace Amenities**

Current practices in place on the Fire Ant program pertaining to provision of chilled water and access to clean amenities shall continue to apply.

#### **14. Pest Eradication and Surveillance Allowance**

A Pest Eradication and Surveillance Allowance will be paid to employees each fortnight in recognition of skills utilised in pest eradication and surveillance including correct use and distribution of chemicals and community engagement. This allowance will be paid for all purposes of the award, including recreation leave and overtime. The allowance will be paid as follows:

- As from 1 September 2019 - \$49.90 per fortnight;
- As from 1 September 2020 - \$51.10 per fortnight;
- As from 1 September 2021 - \$52.40 per fortnight;
- As from 1 September 2022 - \$53.70 per fortnight.

This allowance will only be paid to employees engaged on the following duties:

- all field work and associated duties;
- duties at headquarters for operational requirements; and
- suitable duties for those employees on approved WorkCover claims.



**15. Work Family Life Balance**

DAF will examine possibilities of more flexibility for its employees with respect to a work-family life balance during the life of this Agreement.

**16. Recruitment and Selection and Workforce Management**

To promote continuing employment for existing employees for the term of the project, DAF, where appropriate, will conduct closed merit selection processes in accordance with the provisions of the Directive on Recruitment and Selection.

Employee's wishes and concerns shall be considered before any rotations or movement of staff occur between teams or between surveillance and treatment functions. Any staffing arrangements effected through Expressions of Interest (EOI's) or Higher Duties arrangements shall be conducted through a transparent, unbiased process. For promotional positions post feedback provisions contained in the directive relating to recruitment and selection shall be applied to all EOIs for employees covered by this Appendix.

When submitting an EOI for a quad bike position, employees are required to disclose all known medical conditions, which could to their knowledge, reasonable affect their ability to operate a quad bike in a safe and effective manner.

**17. Disciplinary Penalties**

The industrial parties agree that the range of penalties available to DAF in dealing with disciplinary matters will include those (excluding transfer) prescribed at Section 188 of the *Public Service Act 2008*.

**APPENDIX 6: DEPARTMENT OF COMMUNITIES, DISABILITY SERVICES AND SENIORS****Provisions Applicable to Certain Professional Staff Employed in the Department of Communities, Disability Services and Seniors****1.1 Student Supervision Allowance**

- 1.1.1 A Student Supervision Allowance of \$10 per day (to a maximum of \$10 per day/\$100 per fortnight) will be paid to employees of the Department of Communities, Disability Services and Seniors who are:
- (a) employed in the professional stream; and
  - (b) approved by the Director-General or his/her delegate to provide clinical education and/or professional supervision of an undergraduate or graduate entry university student.
- 1.1.2 Only one employee can receive the Student Supervision Allowance for providing clinical education and/or professional supervision for any one student each day. This employee would be the designated educator for that day in accordance with clause 1.1 (b) above.
- 1.1.3 A guide for employees providing student supervision and education as per clause 1.1(b) above will be made available to staff eligible for this allowance.

## APPENDIX 7: DEPARTMENT OF ENVIRONMENT AND SCIENCE

### Continuing, reviewed and updated provisions originally prescribed in the *Environmental Protection Agency (Rangers) - Certified Agreement 2004*

#### 1. Employment Conditions

##### 1.1 Training

1.1.1 The department agrees to deliver mandatory core skills training to rangers and wildlife officers through the Conservation and Land Management Program, where possible. Provision and updating of this training will be recognised and funded as a departmental priority. These courses will cover the following for rangers and wildlife officers:

- Fire Response
- Chainsaw
- Law enforcement
- Occupational health and safety (OHS) (including first aid)
- Conflict management (including verbal conflict or equivalent course)
- Incident control (available to staff nominated by management)

1.1.2 New employees will receive all mandatory core training pertaining to his/her position within two years from commencement of permanent employment with the department. The department agrees to ensure that the existing skills and qualifications of ranger and wildlife officer staff are kept up to date.

1.1.3 The department continues its commitment to provide management development programs to employees who have ongoing supervisory responsibilities for three or more employees. This program will be made available to employees during the life of this Agreement.

##### 1.2 Alternative methods for reporting for duty

1.2.1 Currently clause 26(a) of the *Parks and Wildlife Employees Award – State 2016* provides that all employees will commence and cease duty at their usual headquarters and will be transported by the employer to and from the relevant areas of work. Alternative methods regarding working across various parks may be introduced subject to agreement between the parties. The department will work with workplace union delegates and union officials to determine appropriate location clusters to enable efficient and effective utilisation of these arrangements.

No employee will suffer a reduction in the terms and conditions of their employment as a result of the introduction of any proposal within this clause (this excludes arrangements at clause 27 relating to travelling allowances).

### Continuing, reviewed and updated provisions originally prescribed in the *State Government Departments Certified Agreement 2006*

#### 1. Progression Scheme for OO2 Rangers and Wildlife Officers

The department will continue the progression scheme for all permanent OO2 employees to progress to OO3 where the following criteria have been met:

- Possess a Certificate III in Conservation Land Management (CLM) or other relevant qualification,
- Appointed at OO2 pay point (Q) for a minimum of 12 months;
- Progression will not be an automatic right. Employees will be required to apply to the delegate for progression;

- Where an employee progresses to OO3 classification level the employee will be paid at the OO3 level, however the position will remain at OO2 classification level;
- Once progressed to OO3 the employee will advance through the pay points in accordance with the provisions of the Award and Agency policies.

Additionally to ensure that OO2 employees are provided with assistance to undertake a Certificate III Conservation Land Management or other relevant qualification, a training program based around the necessary skills and knowledge that will be necessary to complete the Certificate III in Conservation Land Management will be made available for OO2 employees. This training will cover issues such as verbal and written communication skills, research skills, and time management.

**Continuing, reviewed and updated provisions originally prescribed in the *Queensland Cultural Centre Car Park Officers Certified Agreement 2005***

**PART 1: APPLICATION**

**1.1 Application**

- 1.1.1 These provisions shall apply to all persons employed as Car Park Officers (CPOs) by the Department of Environment and Science.

**PART 2: TERMS AND CONDITIONS OF EMPLOYMENT**

**2.1 Termination of Employment**

- 2.1.1 **Notice of Termination by a CPO** - The notice of termination required to be given by a CPO shall be a minimum of one (1) week.

If a CPO fails to give notice, the employer has the right to withhold monies due to the CPO with a maximum amount equal to ordinary time rate for the period of notice.

- 2.1.2 **Time Off During Notice Period** - During the period where notice of termination is given by the employer, a CPO is allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off is to be taken at times that are convenient to the employer after consultation with the CPO.

**2.2 Uniforms**

- 2.2.1 **Uniforms** - Car Park Officers will be issued with uniforms which are to be worn whilst on duty. Uniforms should not be mixed with other items of clothing, and are to be clean, pressed and well presented to maintain the appropriate public image. It is the intention to issue uniforms to new staff on the following basis:

Status	Male and Female CPO
Casual on appointment	One shirt  One pair trousers OR; One pair shorts plus long socks OR; One skirt
Casual (After probationary period) & Permanent Part – Time	Three shirts  Two pair trousers OR; Two pair shorts plus long socks OR ; Two skirts OR;

	<p>A combination of either to total two.</p> <p>One jacket</p> <p>One pair protective shoes</p>
Full-Time	<p>Five shirts</p> <p>Three pair trousers OR;</p> <p>Three pair shorts plus long socks OR ;</p> <p>Three skirts OR;</p> <p>A combination of either to total three full sets.</p> <p>One jacket and pullover OR vest/cardigan</p> <p>One pair of protective shoes</p>

As CPOs change the status of their employment from casual or permanent part-time to full-time, additional pieces of uniform will be supplied to fulfil the issue as prescribed above.

In the instance of job-sharing arrangements, uniform issue will be determined on a pro-rata basis.

When uniform items are no longer in a presentable state, items will be replaced on an as required basis.

Prior to issuing a replacement, worn or damaged items of clothing are to be presented to the Car Park Coordinator.

### **PART 3: DEFINITIONS, WAGES AND ALLOCATIONS**

#### **3.1 Definitions**

**Base Rate** means the appropriate fortnightly rate of the Operational stream of the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*.

**Continuous shift work** means work where three shifts per day are worked on seven days of the week.

**Afternoon shift** means any shift finishing after 6 p.m. and at or before midnight.

**Night shift** means any shift finishing subsequent to midnight and at or before 12 noon.

**Car Park Officer (CPO)** who has the requisite skills and knowledge to perform the functions of the role as prescribed in the relevant Car Park Officer Position Description.

#### **3.2 Wages**

3.2.1 “Loaded Rate” means the appropriate fortnightly wage rate, for each Permanent or Permanent Part-Time CPO engaged to perform continuous shift work, and is calculated to include the following:

- base rate
- week-end penalty rates
- shift penalty rates

Note 1: Rates are rounded to the nearest 5 or 10 cents.

Note 2: The loaded rate is calculated by increasing the Base Rate by **16.7%**.

Note 3: The loaded rate is payable:

- a) on the staff member's base rate only;
- b) on recreation leave (or cash equivalent thereof);
- c) on superannuation; and
- d) on long service leave.

The loaded rate is not payable:

- a) on overtime; and
- b) on all other leave (e.g. sick leave, bereavement leave, etc.).

3.2.2 Unless otherwise provided in these provisions, all continuous shift work performed by Permanent or Part-Time CPOs in accordance with the roster will be remunerated in accordance with clause 3.2.1 above.

## **PART 4: HOURS OF WORK**

### **4.1 Hours of Work**

4.1.1 Spread of Hours- The ordinary hours of work, inclusive of meal times, will not exceed ten hours per day, and will be worked Monday to Sunday between the hours of 6.00am and 1.00am, in accordance with the approved roster;

Provided that where the ordinary working hours are to exceed ten on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of CPOs concerned.

### **4.2 Meal Allowance and Breaks during Overtime**

A CPO required to work overtime for one (1) hour or more after ordinary ceasing time on any normal working day, will be provided with an adequate meal at the employer's expense or paid a meal allowance in accordance with the Ministerial Directive relating to "Overtime Meal Allowances" issued and amended in accordance with section 54 of the *Public Service Act 2008* in lieu of the provision of such meal:-

Provided that where a CPO has been given notice to work overtime as aforesaid, on the previous working day, or prior thereto, and has brought to work a prepared meal and such overtime is cancelled, such CPO will be paid a meal allowance in accordance with the Ministerial Directive relating to "Overtime Meal Allowances" issued and amended in accordance with section 54 of the *Public Service Act 2008*, for such prepared meal.

Provided that a CPO who is required to continue working for more than two hours after ordinary ceasing time will be allowed thirty minutes for a meal after the first two hours worked, without a deduction of pay in respect of any such meal break.

### **4.3 Casual CPOs**

4.3.1 Casual CPO means any employee engaged as such, and who is employed by the hour, for a period usually less than the maximum ordinary working hours per week, prescribed herein for a full-time CPO.

4.3.2 A casual CPO will be paid at a per hour rate of 1/76<sup>th</sup> of the full-time fortnightly base rate prescribed in clause 3.1.1 with the addition of the appropriate loading, as prescribed by this clause.

- |     |                                                            |     |
|-----|------------------------------------------------------------|-----|
| (a) | For all hours worked between 6am - 11pm Monday to Saturday | 25% |
| (b) | For all hours worked between 11pm - 6am Monday to Saturday | 50% |

- |     |                                                                   |      |
|-----|-------------------------------------------------------------------|------|
| (c) | For all hours worked between 11pm - Saturday to 6am Monday        | 75%  |
| (d) | For all hours worked on a public holiday to a maximum of 10 hours | 175% |

4.3.3 **Overtime** – All hours worked in excess of eight (8) hours on any one (1) day or more than an average of 38 per week is deemed to be overtime and paid the following loadings in addition to the base hourly rate prescribed in clause 3.1.1:

- |     |                                                                 |      |
|-----|-----------------------------------------------------------------|------|
| (a) | For the first three hours of overtime                           | 75%  |
| (b) | In excess of 38 hours in a week                                 | 75%  |
| (c) | In excess of three (3) hours on any one (1) day                 | 125% |
| (d) | For all overtime worked on a Sunday                             | 125% |
| (e) | Overtime in excess of ten (10) hours worked on a public holiday | 225% |

4.3.4 The above loadings are payable separately and are not to be compounded.

4.3.5 The minimum period of engagement for a casual CPO is two (2) hours on Monday to Saturday and three (3) hours on Sunday.

#### 4.4 **Part-Time CPOs**

The following conditions apply to part-time CPOs:

4.4.1 The spread of ordinary working hours is the same as those prescribed for a full-time CPO under these provisions.

### **Provisions applicable to Employees Engaged at the State Library of Queensland**

The following matters are agreed between the Department of Environment and Science and Together Queensland, Industrial Union of Employees (the parties) with respect to employees engaged at the State Library of Queensland.

#### 1.1 **Application**

State Library of Queensland Weekend and Late Shift Operations Staff as defined below:

- Access Services, Content Management branch, Content and Client Services
- Queensland Memory (Special Projects), Content and Client Services
- Information Services, Visitor and Information Services, Content and Client Services portfolio
- Visitor Services, Visitor and Information Services, Content and Client Services
- Young People and Families, Early Literacy / Public Library Programs, Public Libraries and Engagement
- Applied Creativity, Community Connections, Public Libraries and Engagement
- Exhibitions, Community Connections, Public Libraries and Engagement
- Commercial Services (includes Library Shop, Venue and Events, Technical Production), Corporate Governance and Operations
- Strategic Engagement, Community Connections, Public Libraries and Engagement
- kuril dhagun, Community Connections, Public Libraries and Engagement
- Reading and Writing, Community Connections, Public Libraries and Engagement
- Any other group determined by agreement between employer and the union.

#### 1.2 **Employment Conditions**

*State Library of Queensland - Weekend and Late Shift Operations Staff*

1.2.1 Shift work

- (i) Ordinary hours may be worked according to a roster determined by the Employer.
- (ii) Employees may work a late shift commencing on or after 12 noon and continuing beyond 6pm as part of a roster for ordinary hours covering Mondays to Fridays.
- (iii) Employees may agree to work a weekend shift as part of a roster for ordinary hours covering Mondays to Sundays. Such weekend shifts may be worked either on an ongoing basis, or on an ad hoc basis, and shall always be subject to mutual agreement between the employer and the employee.
- (iv) These arrangements, whilst not shift work as defined at clause 3 of the *Queensland Public Service Officers and Other Employees Award – State 2015* shall be regarded as shift work and shall be subject to the shift work arrangements, shift allowance, extra payment for weekend work, meal breaks and rest pauses provisions prescribed in clause 15.2, 15.5, 16.2, and 17 of the *Queensland Public Service Officers and Other Employees Award – State 2015*.
- (v) Library staff members who commence work at or after 12 noon but who do not continue work beyond 6pm are not considered to be working an afternoon shift and will be paid at the ordinary rate for these hours.

#### 1.2.2 Overtime

- (i) All overtime shall be paid for in accordance with clause 18.2 of the *Queensland Public Service Officers and Other Employees Award – State 2015*.



**APPENDIX 8: DEPARTMENT OF HOUSING AND PUBLIC WORKS****Continuing Provisions Applicable to Occupational Therapists Employed in the Department of Housing and Public Works****1. Allowance for Supervision of University Students on Placement**

- 1.1 A Student Supervision Allowance of \$10 per day (to a maximum of \$10 per day/\$100 per fortnight) will be paid to Occupational Therapists of the Department of Housing and Public Works who are designated to provide clinical education of undergraduate or graduate entry student(s).
- 1.2 Only one employee can receive the Student Supervision Allowance for providing clinical education for any one student each day. This employee would be the designated educator for that day in accordance with clause 1.1 above.
- 1.3 The inclusion of additional positions for eligibility for the Student Supervision Allowance in clause 1.1 above may occur during the period of this Agreement with the approval of the Director-General of the Department of Housing and Public Works.

## APPENDIX 9: DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL

### PART 1: PROVISIONS APPLICABLE TO EMPLOYEES ENGAGED AS BAILIFF

#### 1.1 Application

1.1.1 The terms of this appendix shall apply to bailiffs engaged within the Department of Justice and Attorney General with respect to the performance of out of court work.

#### 2.1 Employment Conditions - Out of Court Work

2.1.1 Out of court work is:

- (a) paid in accordance with the *Uniform Civil Procedure (Fees) Regulation 2009*; and
- (b) not considered to be ordinary hours under applicable industrial instruments.

### PART 2: OFFICE OF LIQUOR AND GAMING REGULATION – COMPLIANCE OFFICERS EMPLOYMENT TERMS AND CONDITIONS

#### 1. Application

This Appendix applies to employees within the Compliance Division of the Office of Liquor and Gaming Regulation, Department of Justice and Attorney-General (OLGR) appointed as an investigator and/or inspector, or training to be an investigator and/or inspector, under legislation administered by the Office of Liquor and Gaming Regulation.

#### 2. Definitions and interpretation

##### 2.1 Definitions and Abbreviations

**2002 Determination** means the rescinded *Queensland Office of Gaming Regulation Casino-Based Inspectors' Determination 2002*.

**Act** means the *Public Service Act 2008* as amended from time to time.

**Agreement** means the State Government Entities Certified Agreement 2018.

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

**Block pay** means the block pay allowance payment provided for in the 2002 Determination as preserved in clause 7.2.

**Consolidated allowance** means the fortnightly allowance representative of the averaged payment in lieu of shift and weekend penalty allowances payable in accordance with the Award as provided for in clause 6.1.

**Day work** means work, including Non-Standard Day work, which is not part of a non-continuous shift work or continuous shift work system.

**Day worker** means a person who works day work.

**Non-standard day** or **NSD** means any day where ordinary hours, in whole or part, are rostered to be performed outside a 6 am to 6 pm spread of hours or on a Saturday or Sunday.

**Non-standard hours** means the designated 7.25 hours up to be worked on a non-standard day.

**Schoolies** means the period at the conclusion of the school year (late November to early December) when there is a large number of school leavers celebrating the end of their schooling.

**Work cycle** means a period of four weeks.

## 2.2 Award referenced definitions

The following terms have the same meaning as provided for in the Award:

**Accrued Time; Accrued Time Off; afternoon shift; continuous shift work, day shift; night shift; non-continuous shift work, overtime, shift worker and shift work.**

## 2.3 Interpretation

In the event of an inconsistency between this Appendix and the other terms of this Agreement or Award, the Appendix will take precedence.

## 2.4 Shift work and non-standard day work

Shift work and non-standard day work may be introduced to meet operational requirements.

## 2.5 Appointment

Employees under this Appendix will be engaged as:

Shift workers; or

day workers (inclusive of day workers working regular or irregular NSD),

to perform duties under all legislation administered by OLGR.

## 3. Hours of Work and Overtime

### 3.1 Non-standard hours

For day workers (working NSDs):

- a) There is no defined spread of ordinary hours for Non-standard hours worked on NSDs .
- b) Employees will work a designated 7.25 hours on any NSD.
- c) Employees may, at their option, elect to work additional hours beyond the Non-standard hours up to a maximum of nine and one half (9½) hours in length provided there is work to be performed. These hours will be treated as accrued time.
- d) Hours worked on a NSD in excess of nine and one-half hours (9 ½ ) must be authorised and will be treated as overtime in accordance with the Award. This clause does not apply to hours spent travelling which are provided for in clause 6.5.

### 3.2 General overtime principles

For all employees, overtime must be authorised and will be worked at the discretion of OLGR. Overtime is calculated on a daily basis.

### 3.3 Specific overtime principles for shift workers

For shift workers, subject to 18.1 of the Award, all time worked in excess of the rostered hours each day shall be paid for at overtime rates.

### 3.4 Specific overtime and additional hours principles for day workers

- a) For day workers (not working NSDs), overtime will be as provided for in clause 18 of the Award.
- b) For day workers (working NSD), where the employee is directed to work hours in addition to the designated non-standard hours the employee will be compensated by paid overtime or accrued time as prescribed in the Award. This clause does not apply to hours spent travelling which are provided for in clause 6.5.

#### **4. General rostering principles**

- a) Shift work and non-standard day work will be worked in accordance with a roster mutually agreed between the chief executive and the majority of employees directly affected. In reaching agreement, the parties shall negotiate in good faith and neither party will unnecessarily delay the process or unreasonably withhold consent.
- b) Where agreement cannot be reached about a roster amendment the parties may access the dispute procedures contained within the Agreement.
- c) OLGR reserves the right to amend the agreed roster to meet operational requirements.
- d) A roster setting out the employees' days of duty and starting and finishing time on such days will either be displayed in a convenient place or made available electronically to employees at least one work cycle in advance.
- e) Subject to this clause, rosters will be:
  - (i) projected in advance;
  - (ii) confirmed 7 days prior to the commencement of the work cycle.
- f) Changes to a confirmed roster are by agreement between OLGR and the relevant employee concerned, but failing agreement, 24 hours' notice of any change in the roster will be given by OLGR or double time will be paid for the employee's next shift.

#### **5. Specific Rostering**

##### **5.1 Specific rostering for shift workers**

- a) A shift worker shall not perform more than two consecutive night shifts.
- b) Employees engaged in 12 hour shifts will not be rostered to work more than 5 consecutive shifts.
- c) Where necessary, rosters will include a shift of up to 13 hours to accommodate 145 hours in 4 weeks and such shift shall be considered ordinary hours of work.
- d) OLGR may temporarily introduce continuous shift work at newly opened casinos for a period of up to 18 months from the commencement of operations at a casino in accordance with the Award.
- e) Employees must have a break of at least 10 consecutive hours between the cessation of work on one day and the commencement of ordinary hours of work on the next day.
- f) Fatigue leave will be in accordance with the Award.
- g) Except in exceptional circumstances, the maximum length of time that an employee is to remain on duty is 14 hours.
- h) Employees may exchange a rostered shift by mutual agreement and with the approval of OLGR provided such exchange occurs in the same pay cycle and is at no additional cost to OLGR.

##### **5.2 Specific rostering for day workers – NSD**

- a) A minimum of 4 hours are to be worked in the field on any NSD unless otherwise directed by OLGR.
- b) No employee will be required to work alone in the field after 8pm with the exception of work required to be performed in a casino or at a lotto draw.

- c) Employees may exchange rosters by mutual agreement and with approval of the relevant coordinator.
- d) Employees are entitled to have 4 days off each fortnight. The days off will be taken in two lots of consecutive days except by agreement between the relevant employee and OLGR. For the purposes of this subclause, 'day' means a period of 24 hours.
- e) Except as provided for in clause 5.2(f), employees will work up to 4 NSDs per work cycle.
- f) Employees may work more than 4 NSDs per work cycle:
  - (i) if directed to work additional NSDs during schoolies; and
  - (ii) otherwise only by agreement between the relevant employee and OLGR.

### 5.3 Absences - NSD

- a) Accrued Time Off will not be granted for any time an employee works a NSD.
- b) If during a rostered work cycle an employee is unable to attend work on a NSD other than because of pre-approved annual leave:
  - (i) the employee's shift will not be treated by OLGR as a NSD; and
  - (ii) the employee will be required to take leave for the ordinary hours they were rostered to work on that NSD.
- c) If an employee is unable to work a rostered NSD and a second employee was rostered to work the same shift with that employee, OLGR will endeavour to make alternative work arrangements for the second employee. If alternative work arrangements cannot be made, the second employee may work the NSD from the office providing workplace, health and safety considerations are met.
- d) Approval to take a single day of annual leave on a rostered NSD will not be granted by OLGR except in emergent or compassionate circumstances. If an employee requires a day off on a rostered NSD and cannot exchange days with another employee then the day will not be a NSD.

### 5.4 Fatigue leave for day workers

- a) For day workers not working NSDs, fatigue leave will be in accordance with the Award.
- b) For day workers working NSDs a minimum break of 10 consecutive hours off duty between the cessation of work on one day and commencement of work on the next day will be provided to employees. To avoid any doubt, where an employee is required to work day work that is not a NSD immediately following a NSD a minimum break of 10 consecutive hours off duty between the cessation of work on a NSD and commencement of the day work will be provided to the employee.
- c) Where an employee is required to work day work that is not a NSD immediately following a NSD, the employee will:
  - (i) not commence that work until the minimum break of 10 consecutive hours off duty has occurred in accordance with clause 5.4(b);
  - (ii) once work has commenced, work the remaining ordinary hours required for that day until 7.25 hours have been worked or until 6:00pm, whichever occurs first;
  - (iii) be credited, as time worked and at OLGR's expense, the difference between the ordinary hours for that day (7.25 hours) and the time worked so that the employee is paid for all ordinary hours that were worked or would have otherwise been required to be worked that day.

*Example: An employee works a Thursday (evening) NSD from 7pm to 3am and is rostered to work day work (that is not a NSD) on the Friday. As a result of not finishing until 3am, the employee is not able to commence work until 10 hours later. Consequently the employee commences work at 1pm Friday. The employee then works from 1pm to 6pm and records 5hrs of time worked in the office (max available working hours). The balance of 2hrs 15mins is time credited as worked and paid at OLGR's expense. The employee is therefore paid for an ordinary day, 7hr 15min day, despite only working 5hrs.*

### 5.5 Broken Work – NSD

- a) A NSD that is rostered as a broken NSD may only be worked during schoolies and such other times as agreed between the relevant employee and OLGR.

- b) Where an employee is rostered to work a broken NSD, there must be a minimum of 4 hours between the work segments.
- c) An allowance of \$20.00 shall be paid for each broken shift worked.

**6. Compensation**

**6.1 Compensation generally**

Employees will be compensated in accordance with the provisions of this Part 6 with reference to their appointment type as made under clause 2.5, irrespective of location of duties or legislation administered.

**6.2 Compensation – shift workers**

- a) Other than employees receiving block pay pursuant to Part 7, employees will be paid for ordinary hours they work in accordance with clause 15.5 of the Award.
- b) In addition to base salary, a consolidated allowance will be paid to employees on a fortnightly basis based on a percentage of base salary only (excluding any and all allowances).
- c) The consolidated allowance represents an averaged payment in lieu of shift (morning, afternoon, evening and night shifts) and weekend penalty allowances payable under the Award based on an employee’s projected roster over six work cycles.
- d) Work performed on a public holiday will be compensated in accordance with clause 23 of the Award.
- e) The quantum of the consolidated allowance will be calculated in accordance with the formula in the table below:

<b>Consolidated allowance formula<sup>1</sup></b>		
	<b>Hours</b>	<b>Consolidated allowance represented as hours</b>
Day shift hours	A <sup>2</sup>	A x 0
Afternoon shift hours	B <sup>3</sup>	B x 0.15
Night shift hours	C <sup>4</sup>	C x 0.15
Saturday shift hours	D	D x 0.5
Sunday shift hours	E	E x 1.0
Total	F	G
<b>% Consolidated allowance before adjustment for recreation leave accrued</b>		<b>G/F x 100=H</b>
<b>% Consolidated allowance adjusted for recreation leave accrued</b>		<b>(H/I<sup>5</sup>)x(I-J<sup>6</sup>)</b>

- f) The consolidated allowance paid to an employee each six work cycle periods (i.e. each six month period) may vary depending upon the employee’s projected roster.
- g) The consolidated allowance is paid on Base salary only.
- h) The consolidated allowance is excluded from the calculation of overtime and annual leave loading. Annual leave loading is calculated in accordance with the Award.

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1 The consolidated allowance formula will be applied separately to each classification and work location.  
 2 “A” includes any ordinary hours worked on a public holiday for which a separate penalty will be paid in accordance with the Award, pursuant to clause 6.2(d) above.  
 3 “B” does not include afternoon or night shifts rostered on a Saturday or Sunday.  
 4 “C” does not include afternoon or night shifts rostered on a Saturday or Sunday.  
 5 “I” FTE work days per six work cycle period = 120  
 6 “J” FTE days recreation leave accrued per six week cycle period = (168/365) X FTE recreation leave accrual entitlement per year <sup>(in days)</sup>

- i) The consolidated allowance is not paid on:
  - i. Sick leave;
  - ii. Special leave;
  - iii. Long Service Leave.
- j) The consolidated allowance includes an adjustment for leave in the calculation, accordingly the allowance is paid on recreation leave.

### **6.3 Compensation – day workers working NSDs**

- a) (Non-standard hours will attract a NSD loading. Non-standard hours attracting a loading will be paid as follows:
  - (i) Monday to Friday worked before 6am and after 6pm – time and a half for the first three hours and double time thereafter;
  - (ii) Monday to Friday between 6am and 6pm - NIL loading;
  - (iii) Saturday – time and one-half;
  - (iv) Sunday – double time.
- b) Overtime and penalty rates will be paid in accordance with the Award. Chief Executive discretion will be exercised to make overtime payments to employees above classification level AO5, paypoint 4.

### **6.4 Work Performed on Public Holidays – NSD**

- a) A day worker who would:
  - (i) normally work on a weekday on which a public holiday falls; and
  - (ii) is not required to work on that day,
 shall be paid for the ordinary hours the employee would have worked if that day had not been a public holiday, unless required to work a NSD.
- b) Work performed on a public holiday that is NSD work will be compensated in accordance with clause 23 of the Award.

### **6.5 Travel – NSD**

- a) Travel upon authorised work away from the employee’s headquarters during Non-standard hours shall be counted as time worked for the purposes of these provisions.
- b) All time spent travelling upon authorised work away from the employee’s headquarters outside of the Non-standard hours will be compensated by the provision of TOIL. This clause applies to the exclusion of clause 9.1 of the relevant ministerial directive (currently Hours, Overtime and Excess Travel Directive 02/18).
- c) Where available, secure parking for employees’ private vehicles will be provided while working non-standard days. Where secure parking cannot be provided, a departmental vehicle will be made available where possible, on the basis that the vehicle must be returned to the office by 9.30am the following standard day. Where a secure car park or transport via a departmental vehicle is not available, the officer will be reimbursed the cost of a taxi fare.

## **7. Transition Arrangements for Compliance Officers under the 2002 Determination**

### **7.1 Application**

This Part only applies to employees whose substantive roles on the day immediately preceding the commencement of this Agreement, were covered by *State Government Entities Certified Agreement 2015* and who were in receipt of block pay in accordance with the 2002 Determination.

This Part does not apply to employees, who on the day immediately preceding the commencement of this Agreement, are in receipt of block pay in accordance with the 2002 Determination as a consequence of relieving arrangements.

### **7.2 Preservation of block pay arrangements**

- a) Subject to the requirements of this clause and clause 7.3, employees will:

- (i) suffer no reduction to the value of their block pay entitlements existing immediately prior to the commencement of this agreement as a result of rostered shifts implemented by OLGR under this Agreement whilst the employee continues to be entitled to receive block pay;
  - (ii) where required over a work cycle, work penalty attracting shifts up to the value of the block pay the employee is in receipt of without additional payment;
  - (iii) be paid additional compensation, paid in accordance with clause 6.2, where required, over a period of 6 work cycles, to work penalty attracting shifts that exceed the value of the block pay the employee is in receipt of.
- b) Block pay is excluded from the calculation of overtime and annual leave loading. The annual leave loading rates applying to employees immediately prior to the commencement of this agreement will continue to apply while the employee continues to be entitled to receive block pay.
  - c) Block pay is included in salary for the purposes of workers' compensation claims.
  - d) Subject to (e) below, block pay is not payable when an employee takes, or is paid for, leave other than annual leave or long service leave.
  - e) On taking long service leave or receiving cash equivalent thereof for accruals prior to:
    - (i) 30 April 1995 for employees employed at that time at the Gold Coast Inspectorate; and
    - (ii) 1 May 1996 for employees employed at that time at other 24 hour inspectorates,
 the long service leave or cash equivalent will be calculated on base salary only.

### **7.3 Cessation of block pay entitlements**

- a) An employee will cease to be entitled to block pay from the date:
  - (i) the employee ceases employment with OLGR; or
  - (ii) the employee is permanently appointed to any other position within OLGR, including that of a compliance officer (for example, a compliance officer engaged to work NSDs or shift work with consolidated shift allowance);
 whichever is the earlier.
- b) An employee will temporarily cease to be entitled to block pay in the event of the employee being temporarily appointed to any other position from the date that the employee is appointed to the other position:
  - (i) within OLGR, including that of a compliance officer (for example, a compliance officer engaged to work NSDs or shift work with consolidated shift allowance); or
  - (ii) with another agency (for example, a secondment or leave without pay to undertake a temporary contract);
 and  
 until the employee resumes duty in their substantive position.
- c) An employee who ceases to be entitled to block pay will be paid in accordance with the industrial instrument applying to the new position.
- d) At least 2 work cycles prior to the cessation of block entitlements under part 7.3(a)(i), OLGR will develop and make available to affected employees a projected roster over six work cycles to enable the quantum of the consolidated allowance to be determined. The principles stated in Part 4 of this Appendix will otherwise apply for the development of the projected roster and all subsequent rosters.

### **7.4 Limited preservation of 12 hour shifts**

- a) Compliance officers who are working at the Brisbane and Gold Coast casinos will continue to be rostered to work 12 ordinary hour shifts per work cycle for up to 2 years from the date the Agreement commences operation.
- b) After the second anniversary of this Agreement, employees will revert to working shift lengths for ordinary hours at the discretion of OLGR in accordance with rosters developed under Part 4 and Part 5 of this Appendix.
- c) At least 2 work cycles prior to the second anniversary of this Agreement, OLGR will develop and make available to employees a roster for the first work cycle after the second anniversary of the Agreement. The principles stated in Part 4 of this Appendix will otherwise apply for the development of that first roster and all subsequent rosters.



- d) Nothing in this clause 7.4 prevents employees at any time prior to the second anniversary of this Agreement from agreeing to commence working regular shift lengths of less than 12 ordinary hours under rosters developed in accordance with Part 4 and Part 5 of this Appendix.
- e) Employees will continue to be paid block pay under clause 7.2, regardless of the length of their shifts per work cycle, while ever they remain entitled to the block pay arrangements in accordance with clauses 7.2 and 7.3.

**APPENDIX 10: DEPARTMENT OF NATURAL RESOURCES, MINES AND ENERGY**

**Continuing, reviewed and updated provisions originally prescribed in the *State Valuation Service Certified Agreement 2004***

1. The base pay point for Valuers of the State Valuation Service who gain their registration as a valuer shall be PO3 classification level paypoint 1.
2. The State Valuation Service will pay up to 100% of the State Valuation Service Valuers' 'Continuing Professional Development' points required as part of the Valuers' continued registration.

## APPENDIX 11: OFFICE OF THE GOVERNOR

Continuing, reviewed and updated provisions originally prescribed in the *Office of the Governor (Queensland Government) Agency Agreement 2008*

### PART 1: APPLICATION

#### 1.1 Application

1.1.1 These provisions shall apply to all employees of the Office of the Governor, excluding contract employees. The official secretary and deputy official secretary are not subject to this Agreement.

1.1.2 Parts 1 to 4 of these provisions apply to all employees. Part 4 applies to administrative and operational employees, as indicated. Part 5 applies only to security officers.

### PART 2: DEFINITIONS

**Office** means the Office of the Governor of Queensland.

**Employee** means "employee" or "officer", whether full-time or part-time.

**Management** means officers held accountable for staff activities and outputs, and for the allocation and use of resources.

**Operational Officer** is defined as those employees of the Office who meet the Operational Stream criteria as defined in the *Queensland Public Service Officers and Other Employees Award – State 2015*.

**Work Unit** means a designated operational area such as a work section.

**Best Practice** is as defined in this Agreement.

**Benchmarking** is a tool to assist in identifying, implementing and evaluating Best Practice. It involves continuous systematic evaluation of:

- the products, services and processes;
- work and management practices and environment; and
- effective employee empowerment.

Comparison against organisations that are recognised as demonstrating Best Practice.

There are three levels of Benchmarking:

- (a) Internal Benchmarking - Benchmarking with and against internal operations (i.e. comparing and evaluating similar functions and functional areas within the organisation);
- (b) Industry or Competitive Benchmarking - Benchmarking against other departments or organisations' services, products and processes that are in the same industry; and
- (c) Generic or Process Benchmarking - Benchmarking generic processes against the best operation or leaders in any industry.

### PART 3: ALL STAFF ARRANGEMENTS

#### 3.1 Training

The parties are committed to a highly trained and effective agency workforce. They agree that this involves a

commitment to formal and informal training, and motivation and incentive to undertake training. The Office agrees to provide opportunities for vocational and other training in work time, at no cost to the employee, and within a safe and supportive environment. The parties agree to a shared commitment to professional development and training for employees classified as professional and/or technical stream and for employees in senior classifications in the administrative and operational streams.

The Office of the Governor will continue to provide all necessary training to meet its business needs, including training necessary to meet workplace health and safety responsibilities.

The Office of the Governor and its staff members reiterate their joint commitment to personal training and development, and the Office of the Governor confirms its commitment to formal and financial assistance to personal training and development as enunciated in its policy statement titled "Study and Research Assistance Scheme."

### **3.2 Movement within classification**

- (1) An employee is entitled to be paid an increase in salary from one increment point to the next higher increment point within the same Classification Level provided that:
  - (a) In the case of a full-time employee:
    - (i) the employee has received salary at the lower increment point for a period of 12 calendar months; and
    - (ii) in the case of level 3 of the Operational stream, the conduct, diligence and general efficiency of such employee has been certified by the employer to have been and to be satisfactory; or
    - (iii) in the case of Employees in all other Classification Levels, performance objectives have been achieved as certified by the employer.
  - (b) In the case of a part-time employee the employee has received a salary at a particular classification and paypoint for a period of at least 12 months.
  - (c) In the case of a casual employee with 12 months continuous service with the same employer:
    - (i) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
    - (ii) the employee has worked 1,200 ordinary hours in such classification.

For the purpose of clause 3.2, continuous service for a casual employee ends if the employment is broken by more than 3 months between the end of one employment contract and the start of the next employment contract. Absences from work on public holidays do not break, or contribute to a break, in the continuity of service.

- (2) Exceptions to the provisions in clause 3.2(1) must be made in the case of:
  - (a) An employee who is paid the prescribed basic salary on attaining the age of 21 years;
  - (b) A promotion, or transfer and promotion from Classification Level to another.

### **3.3 Recognition of Previous Service**

Recognition of previous service for all Office of the Governor employees is in accordance with the Ministerial Directive relating to "Recognition of Previous Service and Employment" issued and amended in accordance with Section 54 of the *Public Service Act 2008*.

### **3.4 Discipline Provisions**

Employees of the Office of the Governor shall be bound by Chapter 6 Disciplinary action for public service employees and former public service employees of the *Public Service Act 2008* to the extent of disciplinary action.

## **PART 4: Operational and Administrative Staff Arrangements**

### **4.1 Administrative Officers**

- 4.1.1 Timesheets will be required for all employees. Accrued time off will apply, subject to organisational requirements.
- 4.1.2 Standard hours will be 36.25 hours per week. Access to accrued time off or time off in lieu (TOIL) will be subject to organisational requirements. Employees may be required to work up to six hours of additional time per week. This will be accrued and recorded on a time for time basis.
- 4.1.3 The ordinary spread of hours for employees whose ordinary weekly hours of duty are 36.25 hours shall be 6.00 a.m. to 6.00 p.m. Monday to Friday.

### **4.2 Operational Officers**

- 4.2.1 Timesheets will be required for all employees. Accrued time off will apply, subject to organisational requirements.
- 4.2.2 Overtime does not apply to employees who receive a 15% allowance in lieu of overtime and irregular hours worked. Payment for additional overtime to these staff may only be considered in exceptional circumstances and is subject to management approval.
- 4.2.3 A maximum of 12 hours may be worked per day with a minimum of 4 hours rostered on any one day, unless otherwise agreed. Government House is committed to monitoring working hours, staffing levels and requirements. Where there is a need for split shifts it is intended to roster these at least seven days in advance. Casual employees will be used in these circumstances as required.
- 4.2.4 Standard hours will be 38 hours per week. Subject to organisational requirements, employees may be required to work up to six hours of additional time per week.
- 4.2.5 It is intended that the average hours per week, over a four week reporting cycle, will not exceed 44 hours (176 hours maximum over 4 weeks).
- 4.2.6 The maximum time worked in any seven day period will be 50 hours.
- 4.2.7 No employee will be expected to work 2 x 50 hour weeks consecutively.

### **4.3 Fatigue leave**

The following fatigue provisions shall apply.

An employee who works so much overtime between the termination of any rostered period of work on one day and the commencement of any rostered period of work on the next day so that 10 consecutive hours off duty has not occurred, shall be released after completion of such overtime until 10 consecutive hours off duty occur, without loss of pay for ordinary working time occurring during such absence. If, on the instructions of their supervisor, such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period, and shall then be entitled to be

absent until 10 consecutive hours off duty has occurred, without loss of pay for ordinary working time occurring during such absence.

## **PART 5: SECURITY STAFF 24 HOUR SHIFT ARRANGEMENTS**

### **SECTION 1: APPLICATION**

#### **5.1.1 Application**

This Part applies to security officers. To remove any doubt, Part 4 of this Appendix does not apply to security officers engaged by the Office of the Governor.

### **SECTION 2: DEFINITIONS, ALLOWANCES**

#### **5.2.1 Definitions**

**Base salary** is the relevant rate of pay specified for the Operational Stream in the *Queensland Public Service Officers and Other Employees Award – State 2015* salary schedule outlined at Appendix 3 of this Agreement.

Employees who are appointed as permanent part-time will be entitled to a proportionate amount of the base rate calculated according to a percentage of the full-time hours worked.

**12 hour shift operation** means work done by employees where the hours of work are regularly rotated in accordance with a shift roster which requires staffing for 2 shifts of 12 hours covering a 24 hour per day operation over a 7 day period.

**Day shift** means any shift commencing at or after 6.00 a.m. but at or before 7.00 a.m., and being of 12 hours duration.

**Night shift** means any shift commencing at or after 6.00 p.m. but at or before 7.00 p.m., and being of 12 hours duration.

**Ministerial Directives** means the relevant Ministerial Directives issued and amended under section 54 of the *Public Service Act 2008*.

#### **OO5 Classification Level to cease**

The OO5 position at Government House and the duties that are (as at the operative date of this Agreement) undertaken by Mr Steve Canning will not be required to be undertaken in the future, and as a result of the JEMS evaluation undertaken, the duties contained in the OO4 position are the most onerous required of Security Officers at Government House. On that basis the OO5 positions will be “grand-parented” with the current occupants continuing at the OO5 rate but not replaced if he leaves, nor will his role be back-filled at that level in the event of absence.

**Casual Employee** means an employee other than a part-time employee who is engaged as such on an hourly basis to work for less than the ordinary working hours of a full-time employee.

#### **5.2.2 Block Pay Roster Allowance**

An allowance of 33.0618% of base salary shall be paid to Office of the Governor Security Officers employed under the block pay arrangements in addition to their base salary referred to in clause 5.2.1 above.

This allowance is inclusive of payments for shift allowance, annual leave loading, weekend work and payment for public holiday work.

### 5.2.3 First Aid Allowance

An employee is entitled to be paid an allowance at the rate of \$28.87 per fortnight in circumstances where the employee:

- (a) holds a current first-aid certificate issued by the Queensland Ambulance, Fire Brigade, St John Ambulance Brigade or an equivalent qualification; and
- (b) is appointed in writing by the Official Secretary to perform first aid duties.

### 5.2.4 Uniform Allowances

The provision of replacement uniforms and uniform allowances will be in accordance with Office of the Governor policy.

## SECTION 3: HOURS OF WORK, OVERTIME

### 5.3.1 Hours of Work

- (1) The ordinary working hours of any employee involved in a 12 hour roster shall be 38 hours per week and may be spread over a full roster cycle, provided that the average hours per week shall not exceed 38:

Provided further that the officer is required to perform duties for 152 hours in the 4 week period.

- (2) Employees engaged in a 12 hour shift shall not be rostered to work more than 5 consecutive shifts, during which period every endeavour shall be made to ensure employees are not required to work more than 2 consecutive night shifts. Despite best efforts, should this situation arise, no employee would be required to work more than 3 consecutive night shifts.
- (3) The hours of duty shall be worked in accordance with a roster determined by the Office of the Governor following consultation with relevant employees and the relevant union.
- (4) Provided that, having regard to operational requirements, rostered days off and rostered shifts may be mutually exchanged between employees.

### 5.3.2 Overtime

- (1) Overtime duty should not normally be performed where it will fall within a period of 12 hours on either side of a normal day or night shift.
- (2) In all but highly exceptional circumstances the maximum length of time a person should have to remain on duty is 14 hours and this would include the 12 hour shift and a 2 hour overtime period before the commencement of a shift or a 2 hour overtime period after completing a shift and before being relieved.
- (3) For the purposes of this Appendix, officers whose ordinary hours of work are regularly rotated in accordance with a shift roster, covering 2 shifts per day, shall be paid for overtime at the rate of double time.
- (1) Officers requested to perform overtime will be paid overtime as from:
  - (a) the actual time the officer commences travelling to the work place if the period of notice provided to the officer prior to the commencement of work is less than 12 hours; or

- (b) the actual time the officer commences work if the period of notice provided to the officer prior to the commencement of work is 12 hours or more.
- (5) Officers requested to perform overtime will be paid overtime at the specified rates with a minimum payment of 2 hours.

### 5.3.3 Crib Break

Employee shall be entitled to a paid 30 minute crib break in the first half of the shift and a second paid crib break of 30 minutes in the second half of the shift.

### 5.3.4 Relieving Arrangements

Government House Security Officers at Level OO3 required to undertake the full duties and responsibilities of the position of Level OO4 will be eligible for payment at the applicable higher classification level provided that the minimum period of relieving undertaken is 12 consecutive hours.

## SECTION 4: LEAVE

### 5.4.1 Leave Entitlements

The leave entitlements provided hereunder shall be read in conjunction with the Ministerial Directives. Provided that, payments of salary for all leave shall be calculated in accordance with Section 5 – Wages and Wage Related Matters.

(1) *Annual Leave*

The annual leave entitlement will be 190 rostered ordinary hours, with:

Employees appointed as permanent part-time will be entitled to a proportionate amount of the base rate calculated according to a percentage of the full-time hours worked.

(2) *Sick Leave*

The annual sick leave entitlement will be 76 rostered ordinary hours.

Employees appointed as permanent part-time will be entitled to a proportionate amount of the base rate calculated according to a percentage of the full-time hours worked.

(3) *Long-Service Leave*

Long Service Leave entitlements shall continue to be accumulated in weeks in accordance with the Ministerial Directive relating to “Long Service Leave” issued and amended in accordance with section 54 of the *Public Service Act 2008*. However, when clearing long service leave balances a minimum of 14 consecutive calendar days must be cleared unless otherwise approved by the Official Secretary.

(4) *Special Leave Conditions*

(a) Bereavement Leave

2 days bereavement leave per occasion will be regarded as two 12 hour shifts per occasion of leave.

(b) Defence Force Training

For the purposes of defence force training entitlements, three 12 hour shifts shall be interpreted as one week.



## (c) Special Leave

Other forms of special leave will be converted to hours where appropriate.

**SECTION 5: WAGES AND WAGE RELATED MATTERS****5.5.1 Conditions of Payment of 12 Hours Roster Allowance**

(1) The Block Pay Roster Allowance is payable on the base salary only (excluding any and all allowances):

- (a) The allowance is *excluded* from the calculation of superannuation and overtime;
- (b) The allowance is *included* in salary for workers' compensation claims.

(2) *Annual leave*

On annual leave, or cash equivalent thereof, the Block Pay Roster Allowance is payable in full.

(3) *Long service leave*

On long service-leave, or cash equivalent thereof, accrued:

- From 01 January 1997 up to 01 January 2000 Block Pay Roster Allowance of 6% is payable;
- From 01 January 2000 up to 23 December 2003 Block Pay Roster Allowance of 10% is payable;
- From 23 December 2003 up to 01 September 2004 Block Pay Roster Allowance of 12.5% is payable;
- From 01 September 2004 to 01 December 2005 Block Pay Roster Allowance of 17.5% (15% classification level OO5) is payable;
- From 01 December 2005 to 01 March 2006 Block Pay Roster Allowance of 20% (15% classification level OO5) is payable;
- From 01 March 2006 Block Pay Roster Allowance of 33.0618% (all classifications) is payable.

**5.5.2 Sick leave**

If an officer is absent on sick leave for a fortnight (76 hours) then the officer would be deducted 76 x 29.6967% of the hourly rate. The lower percentage is used so that officers do not lose annualised leave loading. Therefore, for each absence, regardless of which day it falls, 29.6967% of an officer's hourly rate will be deducted for each hour absent.

Note that the negative penalties only apply for the first 76 hours of continuous leave as were the previous arrangements. Penalties will not affect base salary.

Penalties deducted for absences will need to be represented as a percentage of an officer's hourly base rate. This will be necessary to accommodate part day absences. Logically, as each officer is paid 33.0618% of the base salary for 76 hours work, the same percentage of the hourly rate will be used to deduct for absences, adjusted to 29.6967% for leave loading purposes.

**Example****Officer Level OO4/4 as from 1 September 2019****Award rate**

Base rate	\$	2,412.10
Hourly rate	\$	32.89
Shift allowance	\$	826.75
29.6967% of hourly rate	\$	9.77

An officer absent for 12 hours would therefore be deducted \$117.24 which represents:

- 12 (number of hours absent) multiplied by \$9.77 (29.6967% of \$32.89 - hourly rate) equals \$117.24.

**5.5.3 Casual Employees**

- (1) The engagement of casual employees shall not be utilised to permanently fill any full-time position.
- (2) A casual employee is paid 23% in addition to the ordinary hourly base rate as calculated using the annual base rates referred to in clause 5.2.1. Where a casual employee works 12 hour shifts, covering both night and day shifts, including weekends and public holidays, they are further entitled to the Block Pay Roster Allowance of 33.0618% on base pay.
- (3) In addition to the provisions of clause 5.5.3(2), a casual employee is further entitled to payment of any applicable allowances (other than Block Pay Roster Allowance), based pro-rata on the number of hours worked.
- (4) Casual Employees are entitled to increments in accordance with clause 3.2(1).

**SECTION 6: ROSTER CYCLE**

- 5.6.1** Each permanent employee will be rostered off for one 12 hour shift in each work cycle.

**SECTION 7: MISCELLANEOUS PROVISIONS****5.7.1 Deployment of officers**

The employer reserves the right to deploy between shifts as required to meet operational requirements and to ensure the periodic movement of officers between shifts.

**5.7.2 Block Pay**

The parties are committed to continuing to review the existing block pay arrangements and the agreed calculation methodology of the block pay allowance rate to ensure staff are not disadvantaged.

**APPENDIX 12: PUBLIC SAFETY BUSINESS AGENCY****PART 1: APPLICATION**

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## EMPLOYMENT FOR OPERATIONAL EMPLOYEES - ROTARY WING

### PART 1: APPLICATION

#### 1.1 Title

These provisions shall be known as the Public Safety Business Agency - Hours and Other Conditions of Employment.

#### 1.2 Coverage

Parts 1 to 9 of these provisions shall be binding upon the Public Safety Business Agency and public service employees (excluding members of the Senior Executive Service, Senior Officers and contract employees) and the Together Queensland, Industrial Union of Employees and others.

Parts 10 and 11 of these provisions shall apply to pilots and operational employees attached to Queensland Government Air.

### PART 2: DEFINITIONS

#### 2.1 Definitions

**accounting period** shall mean a period of 28 consecutive calendar days.

**accumulated time** shall mean all authorised time worked, other than paid overtime, in excess of 7.25 hours per day:

Provided that in the case of General Employees, the usual daily hours in force at the effective date of this Appendix shall be inserted in lieu of 7.25 hours for the purposes of this definition.

Authorised travelling time shall also be included for the purposes of assessing accumulated time.

“Authorised travelling time” does not include time spent travelling to or from an employee’s usual place of residence, or in the case of residing away from home, the temporary place of abode.

**Employer** shall mean the Chief Operating Officer, Public Safety Business Agency and shall include his/her delegate or nominee.

**equivalent time off** wherever appearing shall be calculated on the basis of equal time off for actual time worked and shall not be computed time off on the basis of either paid overtime or weekend work penalty provisions.

**Computed time** means time and a-half or double time (depending on when overtime was actually worked) or, in respect of weekend work, whether work was performed on a Saturday or a Sunday.

**General Employee** for the purpose of this Appendix only shall mean an employee whose conditions of employment are governed by the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015* or the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016*.

**justifiable** shall mean where there is sufficient and warranted reason.

The Employer or delegate shall determine the justification or otherwise. However, any decision in this regard should not be made without due regard for an employee’s circumstances balanced with the competing interests of the Employer.

**public service officer** for the purpose of this Appendix only shall mean an employee whose conditions of employment are governed by the *Queensland Public Service Officers and Other Employees Award – State 2015*.

**roster** is a period of 28 consecutive calendar days.

**shift work:**

1. **shift work (other than continuous shift worker)** shall mean work done by employees where the hours of work are regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week.
2. **occasional shift work (by a non-shift employee) to meet operational requirements** shall mean that which is prescribed under clause 4.5 of this Appendix.
3. **continuous shift work** means work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hours per day operation over a seven (7) day week. An employee shall not be classed as a continuous shift worker unless such employee has worked at least a 28 consecutive calendar day period of such work.

**standard day** shall mean a period of 7.25 hours working time:

Provided that in the case of General Employees, the ordinary hours which constituted an ordinary working day at the effective date of this Appendix shall be these employees' standard day.

**supervisor** shall mean the employee who is next in line command and/or has the responsibility for the efficient day to day operations of the particular work unit.

**PART 3: CONSULTATION AND IMPLEMENTATION PROCEDURES****3.1 Procedures for work area level discussions**

- 3.1.1 Management and representatives of all employees concerned in each section or work unit shall consult over the most appropriate means of implementing and working ordinary hours.
- 3.1.2 The objective of such consultation shall be to reach agreement on the method of implementing and working ordinary hours having regard to the work requirements of the employer and the preferences of the employees.

If, through consultation, it is revealed that there is a desire to work shift work or weekend work and such was not worked prior to the operative date of these provisions, the process outlined in clause 3.2 of these provisions applies, rather than the remainder of this clause.

**For a change to shift work or weekend work where such was not previously worked:****GO TO CLAUSE 3.2 and IGNORE THE REMAINDER OF THIS CLAUSE**

- 3.1.3 Employees may be represented by their local industrial organisation delegate/s and shall have the right to be represented by either their industrial organisation official/s or by a representative of such employees.
- 3.1.4 Agreement shall not be unreasonably withheld by either party.
- 3.1.5 The outcome of any agreement reached between the employees and management as to the method by which the hours arrangements are implemented shall be reduced to writing and shall be signed by either the employees or their representative and by the relevant supervisor.

Such record shall contain:

- (a) an outline of how the consultative process was conducted; and

- (b) the agreed arrangements (restricted to the operating times and days of the particular section or work unit - i.e. it is not necessary for the record to address each individual's arrangements);

and it shall be maintained at the work place to which it relates.

3.1.6 In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of either the Secretary of the appropriate industrial organisation or a representative of the employees so affected (as applicable), as well as the assistance and advice of the Director, Employee Relations, Public Safety Business Agency. This should occur as soon as it is evident that agreement cannot be reached.

3.1.7 Where agreement cannot be reached, the provisions of the Award at clause 6.2 and 7.1 shall apply.

### **3.2 Facilitative Clause**

3.2.1 In this clause, where a provision refers to agreement by the majority of employees so affected, all employees directly affected shall be consulted as a group.

3.2.2 The following provisions shall apply to shift work and to weekend work where such work was not performed prior to the operative date of this Appendix. These provisions allow for the determination of conditions of employment by agreement either between the Employer and the relevant Union or between the Employer and the majority of employees so affected.

3.2.3 The relevant industrial organisation/s is/are to be notified in writing at least one week in advance of agreement being sought.

3.2.4 Employees may be represented by their local industrial organisation delegate/s and shall have the right to be represented by either their local industrial organisation official/s or by a representative of such employees.

3.2.5 Neither party shall unreasonably withhold agreement.

3.2.6 Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the industrial organisation.

3.2.7 Any agreement reached must be documented, and shall incorporate a review period:

- (a) Contact should be made with either the Employee Relations Branch or the appropriate Union where any difficulties are experienced by either management or employees who may wish to implement new arrangements as outlined in clause 3.2 herein.

- (b) It should be noted that the matter of compensation for shift work and weekend work are addressed elsewhere in this Appendix.

3.2.8 The documented agreement reached between the employees and management as to the method by which the hours arrangements are implemented shall be signed by either the employees or their representative and by the relevant supervisor.

Such record shall contain:

- (a) an outline of how the consultative process was conducted;
- (b) the agreed arrangements (restricted to the operating times and days of the particular section or work unit - i.e. it is not necessary for the record to address each individual's arrangements);

(c) details of the review period (in accordance with clause 3.2.7 herein);

and it shall be maintained at the work place to which it relates.

#### **PART 4: HOURS OF WORK- NON SHIFT EMPLOYEES**

##### **4.1 Hours of Work**

4.1.1 Subject to clause 4.1.2 herein, the ordinary hours of work shall be an average of 36.25 hours per week or 38 hours as applied to General Employees under the applicable instruments and shall be worked between 6 am and 6 pm over any five consecutive days in seven days (i.e. Saturday to Friday inclusive)

Provided further that an employee's daily starting and ceasing times shall be by agreement with the employee's supervisor. Those employees accessing ATA whose ordinary hours of work are an average of 36.25 hours per week shall have starting and finishing times recorded on the hour or at 15 minute intervals.

4.1.2 Employees shall have access to time off for time worked in excess of 145 hours (or 152 hours as applied to General Employees) per accounting period to be taken at a time convenient to the employee and the Public Safety Business Agency.

*Starting and ceasing times are to be agreed with the supervisor. Employees do not have the right to dictate when they will start or finish work. It follows therefore that supervisors need to be aware of staff movements.*

4.1.3 The ordinary hours of work prescribed herein (and as agreed through the consultation process defined in Part 3 of these provisions) shall be worked continuously excluding an unpaid meal break of at least 30 minutes to be taken between the third and sixth hour from commencement of duty and shall not exceed 10 hours on any day.

Provided that for non-shift workers who accumulate ATA in accordance with clause 4.2 the ordinary hours of work shall not exceed 9.5 hours on any day.

Provided that in any arrangement of working hours where there exists a proposal to work a 10 hour period the arrangement of hours and conditions shall be subject to either the agreement of the Employer and the appropriate industrial organisation or the agreement of the Employer and the representative of employees so affected.

Any arrangement to work regular hours in excess of the standard day does not attract overtime consideration.

##### **4.2 Accumulated Time Arrangements (ATA)**

4.2.1 ATA will operate on the basis of a 28 day accounting period and shall apply to non-shift workers only (including those non-shift workers who occasionally are required to work shift work in order to meet operational requirements).

4.2.2 Subject to the provisions of clause 4.2.1, ATA time may be accumulated for authorised work performed by an employee:

- (a) in excess of a standard day; and
- (b) within the 6am to 6pm spread of hours; and
- (c) to a maximum of 9.5 ordinary hours per day.

In the context of accumulation of time (to be taken at a later date), it should be noted that overtime may also be paid for work performed in excess of 9.5hours per day; or for work performed outside the spread of hours. The option to pay overtime or to grant time off in lieu of such overtime is prescribed at clause 4.3.2 of this Appendix.

4.2.2A In lieu of payment for authorised overtime, employees in receipt of wages below the salary limitations prescribed in the *Queensland Public Service Officers and Other Employees Award – State 2015* may agree to have such authorised overtime accrued as TOIL on a time for time basis in accordance with clause 4.3.2 of this Appendix.

Employees in receipt of wages above the salary limitations prescribed in the *Queensland Public Service Officers and Other Employees Award – State 2015* will be remunerated for overtime in accordance with clause 18.1 of that Award.

4.2.2B In lieu of accumulating time pursuant to ATA, employees in receipt of wages below the salary limitations prescribed in the *Queensland Public Service Officers and Other Employees Award – State 2015* may be paid overtime as approved by the Employer.

4.2.3 ATA is intended to provide opportunity for employees to access an accrued day (or part day) off within a work cycle. Approval to grant an employee access to time off shall not be unreasonably withheld.

- (a) ATA is to be managed for the dual benefits of the Agency and the employees (either individually or collectively).
- (b) It is most important for the supervisor to maintain control over the accumulation of time and the taking of time off to ensure that employees should not forfeit any excess hours held in credit (see clause 4.2.5(e) herein).

4.2.4 An employee may not accumulate time unless work is available for the employee to perform and such work is performed during the period.

4.2.5 The following conditions apply to all employees (except General Employees):

- (a) Time accumulated by an employee during an accounting period or roster may be taken in the form of time off during that same accounting period or roster; or, subject to paragraphs (e) and (f) herein, may be carried forward to the next accounting period.
- (b) Except where clause 4.2.6 applies, time off cannot be accessed unless the employee has accumulated the equivalent amount of time in credit.
- (c) Time off shall not be taken in periods of less than 15 minutes' duration and shall be calculated to the next upward 15 minutes.
- (d) Time off of up to 4 days (or equivalent hours) may be allowed in any 28 day period.
- (e) The maximum carry-over of hours between accounting periods or rosters is 5 ordinary days (or equivalent hours). No payment shall be made for any excess hours: that is, such excess hours will be forfeited unless paragraph (f) herein applies.
- (f) Provided that the Employer may approve a carry-over of hours or part thereof in excess of 5 days (or equivalent hours) for an employee in the following circumstances:
  - (i) where such employee was refused time off and hence exceeded the maximum carry-over limit as specified above due to a specific direction by the Employer to the employee to work certain hours; or
  - (ii) where an unforeseen absence on sick leave or other approved leave occurs upon days immediately preceding the end of an accounting period or roster.

Provided that any such carried forward excess time should be taken as time off during the next accounting



period or roster.

- 4.2.6 An employee may, with the consent of the supervisor, accrue *debit time* up to 2 days of ordinary hours at any one time only for family leave or other emergent circumstances.

Accrued debit time may be carried from one work cycle to the next.

On termination of employment, any debit time accrued shall be recoverable by the Employer at ordinary rates and deducted from any monies owed at date of termination of employment. Any monies remaining as owing is a debt to the State and is recoverable by law.

- 4.2.7 ATA shall apply to part-time employees where operational requirements allow for flexible starting and finishing times. See clause 15.6(b)(ii) of the *Queensland Public Service Officers and Other Employees Award – State 2015*.

- 4.2.8 Where an employee who is temporarily filling a position is absent on ATA, such ATA shall not be deemed to interrupt the period of performance of such duties if such employee goes back to the same duties on return from ATA.

If an employee is on higher duties and does not return to same after accessing ATA, then such period of higher duties is interrupted and has in fact ceased at the commencement of ATA. Consequently, higher duties are not payable for ATA in such a situation.

- 4.2.9 The Employer may direct employees to work the hours of a standard day where an employee's time management is unsatisfactory. Any authorised time worked in such circumstances in excess of the hours of a standard day (subject to overtime cut-offs) will be paid as overtime.

*Action in relation to unsatisfactory time management which leads to a direction to work the hours of a standard day should be addressed using performance management processes.*

- 4.2.10 In the event of an employee's employment ceasing for any reason whatsoever, there shall be no payment for the balance of time accumulated at the date of separation, unless access to time off has been denied by the Employer.

Any employee who is to be paid out in accordance with the terms of this clause will receive such payment at the ordinary rate of pay up to the equivalent of four standard days.

### **4.3 Overtime**

- 4.3.1 Subject to clauses 4.2.2(A) and 4.2.9, overtime applies when time is worked in excess of the daily maximum ordinary hours or outside the ordinary spread of hours.

- 4.3.2 Prior to overtime being worked, the form of compensation will be as mutually agreed by the supervisor and the employee so concerned, where such employee is in receipt of wages below the salary limitations prescribed in the *Queensland Public Service Officers and Other Employees Award – State 2015*.

Where mutually agreed for the overtime not to be compensated by paid overtime, such overtime shall be accrued in the form of equivalent time off in lieu (TOIL).

Provided that in the event of the supervisor and employee not reaching agreement, overtime will be compensated by paid overtime at the appropriate overtime rate, in accordance with clause 18.1 of the *Queensland Public Service Officers and Other Employees Award – State 2015*.

Arrangements for TOIL are as follows:

- (a) TOIL accrues independently of ATA;
- (b) TOIL is calculated in 15 minute intervals;
- (c) There is no upper limit to the amount of TOIL that may accumulate;
- (d) TOIL is to be taken within 12 months of its accrual and if not taken within such period, shall lapse and be forfeited;
- (e) Prior approval is required for the taking of TOIL and shall be taken at times to suit operational requirements; and
- (f) Subject to mutual agreement, overtime may be compensated by a combination of TOIL and a paid component.

4.3.3 An employee recalled to perform duty after completing ordinary hours or at least two hours prior to commencing ordinary hours shall be compensated in accordance with clause 4.3.2 above either by the payment at overtime rates with a minimum payment of two hours or by accumulation of TOIL.

Provided that, for the purposes of this clause, the term "ordinary hours" means those hours which fall between the agreed nominal starting and finishing times of individual employees on a daily basis.

4.3.4 Where applicable, overtime shall be paid at the following rates:

Monday to Saturday: Time and a-half for the first three hours and double time thereafter

Sunday: Double Time.

4.3.5 Subject to clause 4.3.2 herein, an employee directed to work overtime on either the first, third, fifth or seventh days of such employee's rest days during an accounting period shall be paid at the rate of time and a-half for the first three hours and double time thereafter with a minimum of two hours' work or payment therefore.

4.3.6 Subject to clause 4.3.2 herein, an employee directed to work overtime on either the second, fourth, sixth or eighth days of such employee's rest days during an accounting period shall be paid at the rate of double time, with a minimum of two hours' work or payment therefore.

4.3.7 Clauses 4.3.5 and 4.3.6 herein shall not apply to work performed on an employee's accumulated day off as a result of such employee working ordinary hours over less than five days in any week.

4.3.8 Subject to clause 4.3.2 herein, an employee directed to work on such employee's accumulated day off shall be paid for such work at the rate of time and a-half for the first three hours and double time thereafter with a minimum of two hours' work or payment therefore.

An employee directed to work on an accumulated day off and paid for such work at overtime rates shall not be entitled to an additional day off in lieu.

#### **4.4 Weekend Work**

4.4.1 All ordinary time worked between midnight Friday and midnight Saturday (not being overtime) shall be paid for at the rate of time and a-half. All ordinary time worked between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

4.4.2 Provided that with agreement between the Employer and the employee concerned, an employee may be compensated by, in addition to the payment of salary at ordinary rates for that day and accrual of ATA where

applicable, being allowed to accrue and take time off in lieu of being paid the applicable penalty.

Where there is agreement to accrue time off, such time off in lieu is accumulated on the basis of half time in lieu of the Saturday penalty and equal time in lieu of the Sunday penalty and is accrued and utilised as accrued time under ATA. The accrual of the ordinary time weekend penalties can only occur where there is genuine agreement between the Employer and the employee concerned. In the event of the supervisor and employee not reaching agreement, such work will be compensated at the appropriate weekend rate prescribed in clause 4.4.1.

#### **4.5 Occasional Shift Work (performed by a non-shift employee) to meet operational requirements.**

Where non shift work employees are required to work occasional shift work to meet operational requirements as determined by the Employer:

- (a) access to ATA continues to apply;
- (b) paid overtime (if applicable) continues to be paid at the non-shift worker rate.

4.5.1 Where management determines that operational requirements occasionally require employees to work all or a substantial part of their standard day on any one day outside their ordinary hours of work, such employees may be compensated as shift workers for such period if there is mutual agreement by employees so affected to work as required:

Provided that no arrangements in this regard are to commence with less than 48 hours' notice.

4.5.2 The conditions applying to these arrangements are limited to:

- (a) the payment of the 15% afternoon or night shift allowance for work performed on Monday to Friday (inclusive);
- (b) the weekend penalty rates as prescribed in clause 4.4 of these provisions.

4.5.3 Any agreement made under these arrangements shall be recorded, signed by either the employees or their representative and the relevant supervisor. Such record shall be maintained at the work place to which it relates.

4.5.4 These provisions will apply where a non-shift employee works occasional penalty or shift work.

- (a) The starting time of a particular shift shall dictate the penalty which may be applicable.
- (b) In no circumstances shall the penalties prescribed for shift allowance, weekend rates, or public holidays be combined for the same period of work.

For example:

- (i) A shift commencing at 6pm on a Friday evening will attract a 15% allowance for the entire shift.
- (ii) A shift commencing on Saturday at 8pm and concluding on a Sunday at 4am attracts payment for the entire shift at the Saturday rate of time and a half.
- (iii) A shift commencing on a public holiday and concluding on the next day will attract the public holiday penalty for the entire shift.

#### **4.6 Public Holidays**

The Public Holidays provisions prescribed in the relevant Award apply unless specifically overridden or unless

inconsistent with any provisions of this Appendix.

## **PART 5: HOURS OF WORK – SHIFT EMPLOYEES**

### **5.1 Hours of Work**

5.1.1 Employees shall work day, afternoon and/or night shifts as required by the Employer so that the ordinary hours shall not exceed 145 hours or 152 hours as applied to General Employees over a four week period. Provided that where ordinary working hours are to exceed 10 hours up to a maximum of 12 hours on any day or afternoon shift and/or eight hours on any night shift, the arrangement of hours and conditions shall be subject to the agreement of the Employer and either the relevant Union or the representative of the employees so affected.

Any arrangement to work regular hours in excess of the standard day does not attract overtime consideration.

5.1.2 The ordinary working hours shall be worked in accordance with the following:

- (a) A "day shift" shall commence at or after 6 am and before 12 noon;
- (b) An "afternoon shift" shall commence at or after 12 noon and before 6 pm;
- (c) A "night shift" shall commence at or after 6 pm and before 6 am.

5.1.3 Shifts shall be worked according to a roster implemented in accordance with clause 3.1 or 3.2.

5.1.4 Employees shall be notified of their rostered hours at least one work cycle in advance of the roster:

5.1.5 Changes within a roster shall be made in accordance with clause 15.2 of the relevant Award.

The supervisor may approve of a change to the rostered shifts where mutually agreed between one employee and another.

5.1.6 Notwithstanding any of these provisions, no shift worker shall perform more than two consecutive shifts.

If work is undertaken on the second of two consecutive shifts and such work is to be compensated by paid overtime, such payment shall be paid at double time (i.e. the overtime rate for shift workers).

5.1.7 All shift employees shall be allowed a minimum of 30 minutes for a meal break to be taken between the third and sixth hour from the commencement of duty. Meal breaks are to be taken so as not to interfere with operational requirements:

Provided that the hours of duty of shift workers shall be inclusive of meal breaks. No deduction shall be made from an employee's salary for meal breaks taken.

### **5.2 Overtime**

5.2.1 Overtime applies to all approved time worked in excess of the ordinary rostered hours of work.

5.2.2 All authorised overtime for shift workers shall be paid in accordance with clause 18.3 of the relevant Award.

5.2.3 An employee recalled to perform duty after completing an ordinary shift or at least two hours prior to commencing an ordinary shift shall be paid at overtime rates with a minimum payment of two hours.

5.2.4 Shift workers shall be paid for overtime at the rate of double time.

### 5.3 Shift Work Arrangements

The starting time of a particular shift shall dictate the penalty which may be payable.

In no circumstances shall the penalties as prescribed by clause 5.3.1, 5.3.2 or 5.3.3 be combined for the same period of work.

#### 5.3.1 Shift Allowance

Employees who work afternoon or night shifts (Monday to Friday inclusive) shall be paid 15% per shift in addition to the ordinary rate.

#### 5.3.2 Weekend Rates

All shifts commencing between midnight on Friday and midnight on Saturday shall be paid for at one and a half times the ordinary rate; and all shifts commencing between midnight on Saturday and midnight on Sunday shall be paid for at the rate of double time.

#### 5.3.3 Public Holidays

- (a) Public holidays, whether work is done upon them or not shall be on full pay.
- (b) All work performed by any employee on a public holiday is paid for at the rate of double time and a half with a minimum of 4 hours.
- (c) All employees (other than casual employees) who work in accordance with shift work provisions, if rostered off on any public holiday shall be paid an additional day's wage for each such day on which the employee is rostered off.

*For the purposes of this clause, 'rostered off' shall mean rostered off on a day of the week which normally forms part of the employee's ordinary hours.*

Provided that the additional day's wage is **not** available to those who have a day off in addition to eight rest days for the roster period in which the public holiday occurs.

Provided further that the additional days' wage prescribed herein is payable during a period of leave where the public holiday coincides with a rest day or day off in lieu.

- (d) Public holidays that coincide with a rostered shift are not debited against an employee's leave balances where they fall during a period of leave.
- (e) Authorised overtime performed on public holidays shall be paid in accordance with clause 23.1 of the relevant Award.

### 5.4 10 Hour break between ordinary shifts

Unless there is a justifiable reason to do otherwise, there must be a 10 hour break between ordinary rostered shifts.

A justifiable reason includes any of the following:

- (a) Where the duty to be undertaken cannot be planned for and is outside of the control of the Employer;

- (b) Where the work of the section or work unit cannot proceed without the employee in question being on duty and there is no other alternative;
- (c) Where it is imperative that the work being undertaken by the employee in question is not delayed.
- (d) Where an employee lives in close proximity to a remote work location, it is possible for the 10 hour break requirement to be waived by mutual consent between the employee and the employee's manager, provided that the break observed in lieu thereof is not less than 8 hours.

## **PART 6: PART-TIME AND CASUAL EMPLOYEES**

### **6.1 Part-time employees**

- 6.1.1 Working hours in excess of agreed part-time hours should be restricted to exceptional circumstances. However, agreed part-time ordinary daily hours may exceed the standard day 7.25 or 7.6 hours per day (whichever applies), but shall not exceed 10 hours for 7.6 hours/day workers and 9.5 hours for 7.25 hours/day workers.
- 6.1.2 Subject to clause 6.1.1 above, the provisions of clause 8.2 of the relevant Awards apply to part-time employees, provided that references at clause 8.2(e) of the *Queensland Public Service Officers and other Employees Award – State 2015* to “flexible hours arrangements” prescribed in that Award shall be replaced with reference to ATA Arrangements prescribed at clause 4.2 of this Appendix.

### **6.2 Casual Employees**

- 6.2.1 Entitlements for casual employees are in accordance with the relevant Award.

## **PART 7: MISCELLANEOUS PROVISIONS**

### **7.1 Fatigue Leave**

- 7.1.1 The provisions of this clause do not apply to:
  - (a) employees on call where the total amount of time worked at home on recall/s does not exceed two hours per occasion of being placed on call;
  - (b) an employee who has had 10 hours continuous time off duty before being recalled;
  - (c) an employee who has received an unreasonable amount of telephone calls at home whilst on call such that his/her rest period is substantially interrupted, and who has arranged with the supervisor for a mutually agreeable starting time the next day.

Provided that the provisions of this clause apply in all other circumstances where an employee is required to attend to his/her usual place of employment in connection with a recall to duty.

The term “per occasion” as used in this clause, shall mean any period of time which attracts any of the allowances as outlined in the ‘on call’ entitlements specified herein.

- 7.1.2 Subject to clause 7.1.1 herein, an employee who works so much overtime between the cessation of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period, and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such

absence.

## 7.2 Rest Pauses

For the purposes of this clause the taking of a meal break does not interrupt the continuity of ordinary hours worked.

Where practicable, all employees who work at least six continuous working hours shall be entitled to a pause(s) totalling 20 minutes per day to be taken at times to suit operational requirements as determined by the supervisor:

Provided that where at least four continuous ordinary hours are to be worked the entitlement shall be 10 minutes within the four hours.

The proviso regarding four hours being worked is not intended to deny a 10 minute rest pause (to suit operational requirements) where an employee accesses time off in accordance with ATA for any period of the day.

## PART 8: WORKSHOP EMPLOYEES

### 8.1 Coverage

This Part applies to those employees (called workshop employees) of the Public Safety Business Agency (PSBA) employed in accordance with the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016*, including those employees performing duties within the area servicing Queensland Fire and Emergency Services who prior to the date of certification of the *State Government Entities Certified Agreement 2015* were subject to the *Queensland Fire and Emergency Services Determination 2013*.

### 8.2 Classification Structure

8.2.1 The classification structure and classification definitions contained at clause 12 and Schedule 2 in the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016* continue to apply. However, during the period of this Agreement, the parties agree that the following structure underpinned by a multi-layered technical training program for dual trade/trade recognition and skills upgrade for employees within Fleet Asset Services will apply.

Level	Title
C11-C12	Trades Assistant
C9-C10	Certified Technician
C7-C8	Specialised Technician
C6	Master Technician

The parties agree that movement to Level C6 is automatically applied to any Level C7/C8 employee who obtains dual trades qualifications or who is assessed to have gained sufficient competencies through award competency assessment process. Such employees are obligated to perform duties across PSBA workshops when called upon.

8.2.2 Level C6 employees are required to travel in their own time and at their own expense when required to work temporarily at alternate locations located within 20 kilometres radius from the employee's normal workplace or other locations that are situated closer to the employee's residence than their normal workplace. Where required to perform duties at an alternate location for a temporary period outside the above parameters, a Level C6 employee shall be paid ordinary salary for excess travel time undertaken in excess of the time ordinarily taken to travel to/from home and their normal workplace. Any travelling expenses incurred over and above those travelling expenses normally incurred in travelling to/from home and their normal workplace will be paid and

could include payment of motor vehicle allowance prescribed at clause 13.19 of the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016*.

### 8.3 Salary rates

Salary rates for workshop employees are contained in Appendix 3 of this Agreement and recognise the specialised nature of the skills and competencies required by PSBA to deliver the unique specialised services required by the Queensland Police Service and Queensland Fire and Emergency Services.

In addition to the additional Mid-Points (AMP) as provided for in Appendix 19 of this Agreement, the following Mid-Points will also apply to workshop employees where appropriate:

<b>Paypoint</b>	<b>Progression Criteria</b>	<b>Calculation of AMP Rate</b>
C13midpoint	50% of the competency points as prescribed by Schedule 2 of the <i>Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016</i> and the National Metal and Engineering Competency Standards Implementation Guide required for assessment from C13 to C12.	C13 rate as prescribed by Appendix 3 of this Agreement plus 50% of the difference between C13 and C12 as prescribed by Appendix 3 of this Agreement.
C12midpoint	50% of the competency points as prescribed by Schedule 2 of the <i>Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016</i> and the National Metal and Engineering Competency Standards Implementation Guide required for assessment from C12 to C11.	C12 rate as prescribed by Appendix 3 of this Agreement plus 50% of the difference between C12 and C11 as prescribed by Appendix 3 of this Agreement.
C11midpoint	50% of the competency points as prescribed by Schedule 2 of the <i>Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016</i> and the National Metal and Engineering Competency Standards Implementation Guide required for assessment from C11 to C10.	C11 rate as prescribed by Appendix 3 of this Agreement plus 50% of the difference between C11 and C10 as prescribed by Appendix 3 of this Agreement.

### 8.4 Allowances

8.4.1 Various provisions which apply to workshop staff are as outlined as follows. Award rates where indicated apply as at the date of certification of this Agreement and may be varied over time by award amendment.

<b>Provision</b>	<b>Rate</b>	<b>Reference</b>
Classification structure		Clause 12 and Schedule 1 of the Award
Salary rates		Appendix 3 of this Agreement
Divisional & District parities		Clause 13.11 of the Award
First-aid allowance	\$3.62 p/day	Clause 13.12 of the Award
Leading hand allowance	< 10 emp - \$7.90 p/day	Clause 13.18 of the Award



	10<20 emp - \$11.80 p/day >19 emp - \$15.56 p/day	
Overtime meal allowances and meal breaks	\$13.65	Clause 13.21 of the Award
Tool allowance	\$21.25 p/week	Clause 13.36 of the Award
Uniforms and laundry allowance	\$0.46 p/day	Clause 13.38 of the Award
Fatigue leave/rest period after overtime	See Award	Clause 18.7 of the Award

## 8.5 Nine Day Fortnight

- 8.5.1 Where the majority of employees work a nine (9) day fortnight all new employees and existing employees will maintain an entitlement to a nine (9) day fortnight.
- 8.5.2 All employees covered by this Agreement will have one RDO per fortnight as per existing Award conditions.
- 8.5.3 From time to time roster systems or roster cycles may need to be varied to meet business needs such as emergent exigencies i.e. Taskforce deployment and/or particular maintenance needs.
- 8.5.4 These variations will be implemented in consultation with the employees affected. Consultation will include a return date to the standard 9 day fortnight roster.

## 8.6 On-call and recall

- 8.6.1 Employees rostered on-call shall be eligible for an on-call allowance of 14% of the daily base rate of pay of the employee's classification level for each day on-call.
- 8.6.2 Where an employee is required to be on-call on a public holiday, the employee shall be provided with one normal work day off to be taken by mutual agreement within 12 months of date of public holiday on call.
- 8.6.3 Employees required to respond during an on-call period by attending a work site, will be paid at overtime rates for a minimum of four (4) hours for each time so recalled.

## 8.7 Apprenticeships

PSBA is committed to employing more apprentices during the term of this Agreement.

On this basis, PSBA will assess viability, based on budget and establishment numbers, of engaging further apprentices within PSBA workshops.

## 8.8 Local Consultative Committees (LCCs)

- 8.8.1 In accordance with clause 9.2(2) of this Agreement, a Local Consultative Committee is established at both Eagle Farm and Alderley worksites. The LCCs will be used to facilitate consultation on a broad range of issues including but not limited to the following matters:

- Training;
- Union encouragement
- Contracting In/Out

8.8.2 A Terms of Reference will be developed and finalised for the LCCs within 3 months of date of certification of this Agreement.

8.8.3 Any matters subject to consultation at the LCCs which remain in dispute will be subject to the provisions of the Prevention and Settlement of Disputes of this Agreement.

## **8.9 Training**

8.9.1 PSBA is committed to delivery of appropriate training to ensure employees deliver quality services to its clients. Where there is an identified training need which will enable PSBA to meet service needs, an appropriate means of training should be identified. "Training need" may include, but will not be restricted to using various forms of on-the-job training, on-line training and through use of internal or external training providers.

8.9.2 PSBA is committed to maintaining the technical currency of employees and providing an opportunity for multi-skilling across functional streams eg. Management, Technical and Software. Typically training needs should be identified through the development of individual professional development plans to suit the needs of the individual and PSBA.

## **8.10 Uniforms**

8.10.1 On commencement of employment, new employees will be provided with 3 sets of uniforms made up of:

- Trousers
- Shirt
- Boots

8.10.2 On confirmation of employment after completion of the relevant probation period, a further 2 sets of uniforms will be provided as well as an agreed number of winter jackets, hats, gloves and pullovers.

8.10.3 PSBA commits to providing a winter jacket to new employees prior to 1 June or on commencement of employment if occurring after 1 June and prior to 1 September.

8.10.4 All uniform components will be replaced on basis of fair wear and tear.

## **8.11 Replacement of Tools**

8.11.1 The provisions of clause 29.1(d) to (g) of the Award shall apply to workshop employees who provide their own tools.

## **8.12 Permanent Employment**

8.12.1 The parties are committed to maximising permanent employment where possible. The use of labour hire, casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate.

8.12.2 Through application of Queensland Government policies on Contracting-Out of Services and Employment Security, PSBA is committed to:

- Maximising security of employment for workshop employees by limiting the contracting out of existing services; and
- Achieving "best value" delivery of services to the client agencies through a preference for direct employment over the use of labour hire.

### 8.13 Union Encouragement

- 8.13.1 In accordance with Part 12 (Union Encouragement) of this Agreement, union delegates/representatives are to be given opportunity to discuss union membership with all new starters.

### 8.14 Flexible Working Arrangements

- 8.14.1 In accordance with s.27 of the *Industrial Relations Act 2016*, individual employees are able to ask for a change in their working arrangements.
- 8.14.2 The PSBA Flexible Working Arrangements Policy can be found on the PSBA Intranet at <https://psbaqld.sharepoint.com/sites/intranet/hr/polproc/Documents/PSBA%20IGEM%20Policy%20-%20FWA.pdf>

## PART 9: BUILDING COMPLEX COORDINATORS (KEDRON) – SHIFT WORK ARRANGEMENTS

### SECTION 1 - PRELIMINARY

- 9.1.1 These provisions outline the arrangements for shift work for the Building Complex Coordinators engaged by PSBA at the Emergency Services Complex, Kedron. The average ordinary working hours as prescribed in the below mentioned Award is 38 hours per week.
- 9.1.2 Building Complex Coordinators are subject to the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015* and this Agreement. Entitlements not contained in these provisions are found in the Award or Certified Agreement.
- 9.1.3 The arrangement constitutes an 8 week work cycle with staff working 12 hour shifts on the basis of 2 day shifts, 2 night shifts, and 4 days off on a continuous cycle over the 8 week period.
- 9.1.4 Day shifts are 6 am to 6 pm, with night shifts 6 pm to 6 am.
- 9.1.5 Employees are paid an average salary representing ordinary time including shift penalties, Saturday ordinary time penalty, Sunday ordinary time penalty, and Sunday overtime payment.

### SECTION 2 - HOURS

- 9.2.1 The 28 shifts worked by each employee over the 8 week cycle is made up of 304 ordinary hours plus 32 overtime hours.
- 9.2.2 The overtime hours occur on the 4 Sunday shifts, where each Sunday shift is made up of 4 ordinary hours (occurs first) and 8 overtime hours.
- 9.2.3 The pattern for rostered hours is outlined at Section 9 of these provisions.
- 9.2.4 Over the 8 week cycle there are:
- 120 ordinary hours @ single time (weekday ordinary day shift hours)
  - 120 ordinary hours @ 1.15 times (weekday ordinary night shift hours)
  - 48 ordinary hours @ 1.5 times (Saturday ordinary shifts)
  - 16 ordinary hours @ 2 times (Sunday ordinary shift times)
  - 32 overtime hours @ 2 times (Sunday overtime hours)

### SECTION 3 - SALARY

- 9.3.1 Payment under this arrangement reflects the penalties outlined at clause 9.2.4 above. This is represented by:

$$120 \times T = 120$$

$$120 \times 1.15 = 138$$

$$48 \times 1.5 = 72$$

$$16 \times 2 = 32$$

$$32 \times 2 = 64$$

TOTAL = 426 ordinary hours pay each 8 week cycle = 106.5 ordinary hours pay each fortnight

9.3.2 In addition to ordinary fortnightly salary (prescribed in this Agreement), additional penalties payable are:

$$120 \times .15 = 18$$

$$48 \times .5 = 24$$

$$16 \times 1 = 16$$

$$32 \times 2 = 64$$

TOTAL = 122 ordinary hours pay each 8 week cycle = 30.5 ordinary hours pay each fortnight.

9.3.3 Each fortnight equals 76 ordinary hours salary plus penalties of 30.5 ordinary hours pay. This represents a loading of **40.13%** ( $106.5/76 = 1.4013157$ ).

9.3.4 For payment of **salary** each fortnight employees receive 1.4013 times the ordinary fortnightly salary prescribed in this Agreement.

9.3.5 The following salaries are payable for each paypoint with Classification Level OO3.

**From 1 September 2019 (2.5% p.a. increase)**

	Ordinary Fortnightly Rate	Ordinary Hourly Rate	Loaded Fortnightly rate
OO3 (1)	\$1987.10	\$26.1460	\$2784.50
OO3 (2)	\$2023.80	\$26.6290	\$2836.00
OO3 (3)	\$2064.60	\$27.1660	\$2893.10
OO3 (4)	\$2107.70	\$27.7330	\$2953.50

**From 1 September 2020 (2.5% p.a. increase)**

	Ordinary Fortnightly Rate	Ordinary Hourly Rate	Loaded Fortnightly rate
OO3 (1)	\$2036.80	\$26.8000	\$2854.20
OO3 (2)	\$2074.40	\$27.2945	\$2906.90
OO3 (3)	\$2116.20	\$27.8445	\$2965.40
OO3 (4)	\$2160.40	\$28.4265	\$3027.40

**From 1 September 2021 (2.5% p.a. increase)**

	Ordinary Fortnightly Rate	Ordinary Hourly Rate	Loaded Fortnightly rate
OO3 (1)	\$2087.70	\$27.4695	\$2925.50
OO3 (2)	\$2126.30	\$27.9775	\$2979.60
OO3 (3)	\$2169.10	\$28.5410	\$3039.60
OO3 (4)	\$2214.40	\$29.1370	\$3103.00

**From 1 September 2022 (2.5% p.a. increase)**

	Ordinary Fortnightly	Ordinary Hourly Rate	Loaded Fortnightly rate
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	Rate		
OO3 (1)	\$2139.90	\$28.1565	\$2998.60
OO3 (2)	\$2179.50	\$28.6775	\$3054.10
OO3 (3)	\$2223.30	\$29.2540	\$3115.50
OO3 (4)	\$2269.80	\$29.8660	\$3180.70

#### **SECTION 4 - OVERTIME**

9.4.1 All overtime performed outside the rostered 12 hour shifts on any day other than a public holiday is payable at double time (200%). Such payment is calculated on the ordinary hourly rate (not the loaded rate contained in the table at clause 9.3.5 above).

#### **SECTION 5 - PUBLIC HOLIDAYS**

9.5.1 Ordinary hours performed on a public holiday attracts penalty payment of 150% in addition to ordinary pay. Such payment (150%) is calculated on the ordinary hourly rate (not the loaded rate contained in the table at clause 9.3.5 above). The ordinary hours on a public holiday on a shift commencing on a Sunday occurs on the first 4 hours of the shift.

9.5.2 Where a public holiday occurs on a scheduled day off (i.e. a non-working day), the employee is entitled to an additional payment of 7.6 hours pay in accordance with clause 23.4 of the Award. Such payment is calculated on the ordinary hourly rate (not the loaded rate contained in the table at clause 9.3.5 above).

9.5.3 Where an employee performs overtime outside of the 28 x 12 hour shifts each 8 week cycle, and such overtime occurs on a public holiday, the employee is entitled to be paid such overtime at quadruple time, being double the normal overtime rate for a shift worker. Such payment is calculated on the ordinary hourly rate (not the loaded rate contained in the table at clause 9.3.5 above).

9.5.4 Where a public holiday occurs on a rostered Sunday shift the overtime component of the rostered shift occurring on the Sunday only, attracts an additional payment of double time (e.g. if full night shift worked, 2 hours at double time paid in addition to normal salary representing overtime hours occurring between 10 pm and midnight). Such payment is calculated on the ordinary hourly rate (not the loaded rate contained in the table at clause 9.3.5 above).

#### **SECTION 6 - RECREATION LEAVE, SICK LEAVE AND OTHER PAID LEAVE ENTITLEMENTS (EXCLUDING LONG SERVICE LEAVE)**

9.6.1 As Building Complex Coordinators are continuous shift workers, they receive 5 weeks recreation leave per year. This is based on 38 hour/week, with 5 weeks accrual equating to 190 ordinary hours recreation leave per year.

9.6.2 Sick leave accrues at the rate of 10 days per year based on 38 hour/week, with 10 days accrual equating to 76 ordinary hours sick leave per year.

9.6.3 Recreation leave, sick leave or other paid leave (excluding Long Service Leave) taken is debited against the leave account on basis of actual rostered ordinary hours that would have been worked had the officer not taken leave. For example, when on recreation leave from a rostered day shift, 12 hours are debited from the recreation leave balance. Where taking such paid leave from a Sunday shift, only 4 hours is debited from the leave balance.

9.6.4 Payment for paid leave under this category is at the ordinary hourly rate (i.e. excludes all penalties and overtime component) (not the loaded rate contained in above table). See table above.

9.6.5 Payment of leave loading is made in the first pay day in December each year in accordance with the Recreation Leave Directive and is calculated at 27.5% on the ordinary hourly rate (i.e. excludes all penalties and overtime component) (not the loaded rate contained in above table).

**SECTION 7 - LONG SERVICE LEAVE**

9.7.1 Long Service Leave accrues on basis of 13 weeks for 10 years’ service. It is accrued and debited on basis of calendar days where 1 week equates to 7 days of 7.6 hours each. Periods of absence on Long Service Leave (and expressed in the ESS application) should be represented by the period from the first rostered day of the leave absence to the day immediately prior to the first rostered day returning to work. This includes where the last day of the period is a non-rostered day.

9.7.2 Payment for Long Service Leave is at the ordinary hourly rate (i.e. excludes all penalties and overtime component) (not the loaded rate contained in above table). See table above.

**SECTION 8 - LEAVE WITHOUT PAY**

9.8.1 Leave without pay is calculated by deducting the rostered ordinary hours not worked at the loaded hourly rate (including all penalties and overtime component).

**SECTION 9 - ROSTER PATTERN**

Week	Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	1	D	D	N	N			
	2			D	D	N	N	
	3					D	D	N
	4	N	N					D
2	1		D	D	N	N		
	2				D	D	N	N
	3	N					D	D
	4	D	N	N				
3	1			D	D	N	N	
	2					D	D	N
	3	N	N					D
	4	D	D	N	N			
4	1				D	D	N	N
	2	N					D	D
	3	D	N	N				
	4		D	D	N	N		
5	1					D	D	N
	2	N	N					D
	3	D	D	N	N			
	4			D	D	N	N	
6	1	N					D	D
	2	D	N	N				
	3		D	D	N	N		
	4				D	D	N	N
7	1	N	N					D
	2	D	D	N	N			
	3			D	D	N	N	
	4					D	D	N
8	1	D	N	N				
	2		D	D	N	N		
	3				D	D	N	N
	4	N					D	D

**PART 10: QUEENSLAND GOVERNMENT AIR (QGAIR): SALARIES AND OTHER CONDITIONS OF EMPLOYMENT FOR PILOTS - FIXED WING**

**SECTION 1: PRELIMINARY**

Title	10.1.1
Coverage	10.1.2
Area of Operation	10.1.3
Amendment of Part 10 Provisions	10.1.4

**SECTION 2: TERMS AND CONDITIONS OF EMPLOYMENT**

Contract of employment	10.2.1
Time and wages records/rosters	10.2.2
Return of Service Obligation (ROSO)	10.2.3

**SECTION 3: DEFINITIONS, SALARY AND ALLOWANCES**

Definitions	10.3.1
Salaries	10.3.2
Allowances	10.3.3
Higher Duties	10.3.4

**SECTION 4: HOURS OF WORK**

Hours of work	10.4.1
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**SECTION 5: PUBLIC HOLIDAYS**

Public holidays	10.5.1
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**SECTION 6: MISCELLANEOUS PROVISIONS**

Transport Arrangements for Standby Pilots	10.6.1
Uniforms	10.6.2
Training	10.6.3

**SECTION 1: PRELIMINARY**

**10.1.1 Title**

This part shall be known as Queensland Government Air (QGAir): Salaries and Other Conditions of Employment for Pilots - Fixed Wing.

**10.1.2 Coverage**

This part shall apply to all employees employed as pilots of aircraft operated by the employer, whose rates of pay are prescribed herein and who are engaged pursuant to section 147 of the *Public Service Act 2008*.

**10.1.3 Area of Operation**

This part shall apply to work performed within the State with no recognition of divisions or districts:

Provided that, in accordance with section 977 of the *Industrial Relations Act 2016*, this part also applies to work performed outside Queensland.

**10.1.4 Amendment of Part 10 Provisions**

The parties can by agreement in writing amend the provisions of Part 10 at any time due to operational requirements including changes introduced by CASA on PSBA as an Air Operating Certificate holder.

## SECTION 2: TERMS AND CONDITIONS OF EMPLOYMENT

### 10.2.1 Contract of Employment

Except as otherwise prescribed within this part, pilots shall be subject to the same conditions of employment (including directives made under the *Public Service Act 2008*) which apply to public service officers appointed under the *Public Service Act 2008*.

### 10.2.2 Time and Wages Records/Rosters

- (a) Whilst the Employer shall comply with the provisions of the *Industrial Relations Act 2016* in relation to the keeping of time and wages records, pilots shall supply monthly returns of hours worked in a format which complies with the *Civil Aviation Orders and Civil Aviation Regulations*, and other data as may be required, in a format suitable to the Employer.
- (b) Rosters shall be developed on a 28 day basis with eight rest days in each 28 day period or four rest days each fortnight. Changes to rest days shall be at a minimum of 24 hours' notice unless justifiable - i.e. unless there is sufficient and warranted reason.

### 10.2.3 Return of Service Obligation (ROSO)

- (1) A return of service obligation will be imposed on employees exiting QGAir either of their own volition or on termination of services, after the employee has received any of the following training at the employer's expense:
  - a) Initial type rating conducted within Australia or overseas; and
  - b) Recurrency training conducted within Australia or overseas on initial employment.
- (2) This obligation will be imposed by recouping the cost of the course/s and any associated costs such as travel, accommodation, meal and incidental costs, on the following basis:

Where an employee receives any of the above training within (2) years of commencement of their employment, 100% of the total amount would be applied in the first month after the training and the obligation reduced on a pro-rata basis each month until the 24<sup>th</sup> month when the obligation would cease.

Prior to requiring an employee to pay a Return of Service Obligation, QGAir will itemise the amount of the obligation of the course/s and any associated costs including travel, accommodation, meal and incidental costs.

## SECTION 3: DEFINITIONS, SALARIES, ALLOWANCES

### 10.3.1 Definitions

**aircraft crew** shall mean the total number of pilots required to operate an aircraft.

**check and training pilot** shall mean a pilot who possesses the required qualifications under the *Civil Aviation Regulations*, or holds a Grade One Multi Engine Instructor Rating and is an Approved Test Officer and is employed in the capacity of conducting flight training and proficiency checks in addition to any other duties required.

**Chief Pilot** shall mean the pilot appointed by the employer as such to perform the appropriate duties and responsibilities attached to the position.

**duty period** shall mean a period of time which starts when a pilot is required by the employer to report for duty, and ends when the pilot is free of all duties.



**Employer** shall mean the Chief Operating Officer of the Public Safety Business Agency or delegate.

**off-duty period** shall mean a period of time during which a pilot is free of all duties and standby associated with their employment, either through means of a rostered day off or through a requirement for a rest period prior to, or after, a duty period.

**pilot** shall mean an employee whose salary and conditions of employment are specified herein.

**Senior Base Pilot (Cairns)** shall mean the pilot who is appointed to such a position and who is qualified to operate appropriate fixed wing aircraft operated by QGAir. The applicable salary is in recognition of additional responsibilities required to effectively manage the Cairns, Horn Island and Mt Isa pilots.

**standby** shall mean a period of time during which a pilot:

- (a) is required to hold himself or herself available for duties; and
- (b) has access to suitable sleeping accommodation; and
- (c) is able to report for the appointed duty in adequate time to ensure the aircraft is airborne no later than two hours after the pilot has been contacted.

**waiting time** shall mean all the time spent during a duty period by an aircraft crew member on duty of any nature associated with that duty period prior to departure on a flight, on the ground at intermediate stopping places and after arrival at the destination aerodrome.

### 10.3.2 Salaries

- (1) The actual rates of salary payable shall be inclusive of overtime, on call, recalls, standby, work on public holidays, weekends and off-duty periods.

- (2) Chief Pilot

Remuneration is equivalent to the applicable salary rates for Senior Officers.

- (3) Pilots

Salary shall depend on the aircraft principally flown and shall be for the following classifications:

Senior Base Pilot (Cairns) – [Pilot of multi-engine turbine aircraft from 5700kg up to but not including 8500kg requiring two crew and co-pilot of a heavier aircraft plus 5%];

Pilot of multi-engine turbine aircraft from 8500kg and higher requiring two crew;

Pilot of multi-engine turbine aircraft from 5700kg up to but not including 8500kg requiring two crew and co-pilot of a heavier aircraft;

Pilot of multi-engine turbine aircraft up to but not including 5700kg and co-pilot of a heavier aircraft;

Pilot of single engine turbine or multi-engine piston up to but not including 5700kg and co-pilot of a heavier aircraft.

### 10.3.3 Allowances

- (1) **Check and Training.** An employee who is designated by the employer as the check and training pilot shall be paid 8% in addition to designated pilot's base salary.

### **10.3.4 Higher Duties**

Where an employee is directed or rostered to pilot temporarily an aircraft which attracts a higher salary or relieve in the positions of Chief Pilot or Senior Base Pilot (Cairns), the employee shall be paid extra remuneration appropriate to such duty:

Provided that the employee temporarily acts in such capacity for more than five consecutive days not including off-duty periods; and performs all of the duties and accepts all of the duties and accepts all of the responsibilities for the time being associated with such higher duties.

## **SECTION 4: HOURS OF WORK**

### **10.4.1 Hours of Work**

- (1) Hours of duty and relevant breaks and off-duty periods shall be in accordance with the CASA mandated fatigue management requirements (CAO 48.1) or Fatigue Management System (FRMS), as adopted by QGAir and applicable at the time. These will be specified in the QGAir Operations Manual.
- (2) When a pilot is required to fly in an off-duty period, and the pilot is willing and able to undertake such duty this time may be converted to duty time and time off shall subsequently be granted. Such time off must be taken within twelve months of the day on which the time was worked.

## **SECTION 5: LEAVE**

### **10.5.1 Public Holidays**

All work done on a public holiday shall not attract any extra payment but shall be compensated for by time-off-in-lieu on the basis of time for time and not computed time:

Provided that such time off may be taken in conjunction with annual leave.

## **SECTION 6: MISCELLANEOUS PROVISIONS**

### **10.6.1 Transport Arrangements for Standby Pilots**

Pilots on standby shall be supplied with a vehicle or paid motor vehicle allowance or provided with Cabcharge to enable them to respond promptly for duty.

### **10.6.2 Uniforms**

Where uniforms are required to be worn by an employee, the employee shall be supplied suitable uniforms of good quality as approved by the Employer. Uniforms shall be replaced on a fair wear and tear basis.

### **10.6.3 Training**

- (1) In addition to training which is specific to their area of expertise, pilots shall be provided other appropriate training - e.g. computer operations, stress management.
- (2) Health and Safety training relevant to pilots needs shall be provided in accordance with training programs available to the Employer.
- (3) Higher level skills training shall be provided as required.
- (4) Performance Planning and Assessment shall be utilised to link to training objectives and task accomplishment.

**PART 11: QUEENSLAND GOVERNMENT AIR (QGAIR): SALARIES AND OTHER CONDITIONS OF EMPLOYMENT FOR OPERATIONAL EMPLOYEES - ROTARY WING**

**SECTION 1: APPLICATION AND OPERATION**

**11.1.1 Application**

These provisions shall apply to the operational employees (excluding the positions of Chief Pilot and Deputy Chief Pilot) of the Public Safety Business Agency employed within the former Queensland Rescue, Counter Disaster and Rescue Services, now part of Queensland Government Air (QGAir).

**11.1.2 Definitions**

**Air Base** shall mean the separate bases currently located in Brisbane, Townsville and Cairns or anywhere else an Air Base may be established in the future.

**Air Crew** is a collective term applying to the positions of Base Manager, Chief Aircrew Officer, Senior Aircrew Officer, Pilot, Aircrew Officer and Rescue Crew Officer.

**Aircrew Officer** shall mean a person who is appointed by the employer as such to perform the applicable duties and responsibilities attached to the position.

**Base Engineer** shall mean a person who is appointed by the employer as such to perform the applicable duties and responsibilities attached to the position.

**Base Manager** shall mean a person who is appointed by the employer as such to perform the applicable duties and responsibilities attached to the position.

**CAO** shall mean Civil Aviation Order.

**CASA** shall mean the Civil Aviation Safety Authority, Australian Government.

**Casual employee** shall mean an employee who is engaged as such.

**Chief Aircrew Officer** shall mean a person who is appointed by the employer as such to perform the applicable duties and responsibilities attached to the position.

**Chief Engineer** shall mean a person who is appointed by the employer as such to perform the applicable duties and responsibilities attached to the position.

**Chief Pilot** shall mean a person who is appointed by the employer and who is approved to be such by CASA.

**Continuous shift roster** shall mean the roster prepared to maintain 24 hours per day, 7 days per week operations at each Air Base.

**Crew** is a collective term applying to the personnel crewing the helicopter, typically a Pilot, an Aircrew Officer and a Rescue Crew Officer.

**Crew Officer** is a collective term applying to the positions of Chief Aircrew Officer, Senior Aircrew Officer, Aircrew Officer, Rescue Crew Officer and Base Manager.

**Day shift** shall mean a period of 10 hours between 8.00 am and 6.00 pm.

**Department** shall mean the Public Safety Business Agency.

**Deputy Chief Engineer** shall mean a person who is appointed by the employer as such to perform the applicable duties and responsibilities attached to the position.

**Employees** shall mean the persons appointed to positions for which the salaries and conditions are prescribed by this Part.

**Employer** shall mean the Chief Operating Officer, Public Safety Business Agency and unless the context otherwise provides, shall include his/her delegate or nominee.

**EMS** shall mean emergency medical services.

**Flying roster** shall mean the 'continuous shift roster' referred to in clause 4.1 (2) of these provisions.

**Increment** shall mean an increase in salary from one pay point to the next highest pay point.

**IREX** shall mean instrument rating examination.

**LAME** shall mean a Licensed Aircraft Maintenance Engineer.

**Night shift** shall mean a period of 14 hours between 6.00 pm on the one day and 8.00 am on the next day.

**NVG** shall mean night vision goggles.

**Operations Manual** shall mean the manual required pursuant to Regulation 215 of the *Civil Aviation Regulations 1988 (Cth)* and which defines the practices and procedures to be observed in respect to helicopter and associated operations and which is amended from time to time by the Chief Pilot.

**Operational requirements** shall mean aeromedical retrievals/transfers, counter disaster operations, search and rescue tasks and other operations requiring a helicopter to be deployed away from its normal Air Base.

**Pilots** is a collective term applying to the positions of Base Manager and Pilot.

**Pilot** shall mean a person who is appointed by the Employer as such to perform the applicable duties and responsibilities attached to the position.

**Position Description** shall mean the document prepared by the Department from time to time, setting out the qualifications, duties and requirements of each and every position, in terms of section 98(1)(c) of the *Public Service Act 2008*.

**PPL** shall mean private pilot's licence.

**Rescue Crew Officer** shall mean a person who is appointed by the employer as such to perform the applicable duties and responsibilities attached to the position.

**Roster block** shall mean consecutive days on which an employee has rostered hours.

**Rostered hours** shall mean the hours that an employee has been designated to be on duty pursuant to the continuous shift roster.

**Senior Aircrew Officer** shall mean a person who is appointed by the Employer as such to perform the applicable duties and responsibilities attached to the position and includes Training Aircrew Officer.

**Standby** shall mean when an employee has been instructed by the Employer to be ready and available to perform duty outside of the employee's rostered hours, but within the employee's roster block. If recalled to duty, then the employee will present for such duty at the employee's designated Air Base as soon as practical, but with a target of no later than 1 hour from the time of being contacted. (This definition of standby does not apply to the reference in the Operations Manual to the night shift.)

**TOIL** shall mean time off in lieu of paid overtime.

**Union** shall mean Together Queensland Industrial Union of Employees and United Voice Industrial Union of Employees, Queensland.

## **SECTION 2: SALARIES AND RATES OF PAY**

### **11.2.1 Interaction with clause 2.10 of this Agreement - No further claims**

- (1) It is acknowledged that during the life of the *State Government Entities Certified Agreement 2015* the parties engaged in a process to enhance the working conditions for employees covered by this part by:
  - (a) reducing the weekly ordinary hours from 40 to 38 hours;
  - (b) achieving coverage under the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*; and providing for an annualized salary.
- (2) In recognition of these enhancements the parties agree that clause 2.10(8)(d) of the No Further Claims to this Agreement is varied to provide that: On making the Wage Determination (in accordance with clause 2.10 of this Agreement), the effective date for employees covered by this Part will be no earlier than 1 September 2019. Any increased wages payable under this Agreement as a consequence of the Wages Determination will only be applied to employees covered by this Agreement, including employees covered by this Part, at the date the Wages Determination is decided by the Commission or agreed between the parties.

### **11.2.2 Inclusiveness of Salaries**

- (1) The rates of salaries payable under this Part are inclusive of overtime compensation (subject to clauses 11.4.4, 11.4.5 and 11.4.7), standby and duty on night shifts, public holidays and weekends.
- (2) The annualised salary arrangements for Base Manager, Chief Engineer, Deputy Chief Engineer, Pilot, Chief Aircrew Officer, Senior Aircrew Officer, Aircrew Officer and Rescue Crew Officer are outlined at clause 11.4.2 of this Part.

### **11.2.3 General Conditions**

- (2) Movement within classifications:
  - (a) An increment shall not be made to the salary of an employee until such employee has received such salary for a period of 12 months, or in the case of casual employees, until the equivalent of 12 months full-time service has been completed.
  - (b) No employee shall be entitled to receive annual salary increments unless performance initiatives have been achieved as certified by the employer.
  - (c) An employee must comply with any conditions relating to performance initiatives as agreed between the employee and employer.

- (d) If any increment is withheld from or refused to be granted to any employee, a grievance may be lodged in accordance with Part 15 Prevention and Settlement of Disputes of this Agreement.
- (2) Movement between classifications by employees will be based on appointment on merit to advertised vacancies.
- (3) Except for Crew Officer positions (excluding Base Manager), employees covered by these provisions shall be subject to the same conditions of employment contained in any Acts, awards, regulations, directives and agreements which apply to public service officers appointed by the Agency under the *Public Service Act 2008* provided that:
- (a) When there is an inconsistency between those conditions and the provisions contained herein, then these provisions will prevail; and
- (b) When the application of a particular condition is not practicable or not reasonably compatible with the type of work performed by the employees, then that condition will not apply.
- (4) Crew Officer positions (excluding Base Manager) are covered by the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015* and will maintain entitlement to Locality Allowance and 5 weeks recreation leave in the Northern and Western region of the State where applicable under the relevant Directives.

#### 11.2.4 Recognition of Prior Service

The following service credits will be applied on engagement to the respective salary rates in this Part:

(1) Pilots

500 hours multi-engine command	1 year
1,000 hours multi-engine command	2 years
1,000 hours night helicopter flying	1 year
Greater than 250 hours EMS experience	1 year
Greater than 500 hours EMS experience	2 years
Current command Instrument Rating	2 years
Previous command Instrument Rating	1 year
Current Twin command on aircraft type operated by employer	2 years
150 hours NVG experience	1 year
<b>TOTAL MAXIMUM CREDIT</b>	<b>4 YEARS</b>

(2) Aircrew Officers

500 hours	1 year
1,000 hours	2 years
1,000 hours EMS experience	1 year
2,000 hours EMS experience	2 years
150 hours NVG experience	1 year
PPL Helicopter Theory Subjects	1 year
PPL (as above) or higher Plus IREX	2 years
<b>TOTAL MAXIMUM CREDIT</b>	<b>4 YEARS</b>

(3) Rescue Crew Officers

250 hours	1 year
500 hours	2 years
500 hours EMS experience	1 year
1,000 hours EMS experience	2 years
150 NVG experience	1 year
<b>TOTAL MAXIMUM CREDIT</b>	<b>4 YEARS</b>

### SECTION 3: ALLOWANCES

#### 11.3.1 Meal Allowances

Crew – the following meal allowances will apply to the crew when operating from the home Air Base:

- A lunch allowance of \$13.70 if the employee has completed the night shift and is required to remain on duty beyond 1.30 pm;
- A dinner allowance of \$22.70 if the employee has completed the day shift and is required to remain on duty beyond 8.00 pm.

**Note:** The above allowances are based on those prescribed under the Directive relating to Hours Overtime and Excess Travel, as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*. Any increase/s in the allowances under the directive occurring during the life of this Agreement shall be applied to the allowances under this clause.

#### 11.3.2 Hardship Allowance

Where Employees cannot be provided with a minimum 3 star standard of accommodation in the relevant category (or the best available in the absence of such accommodation), and are required to, for example: camp out, sleep rough, or sleep at a police station, fire station or on a vessel, they will be paid a hardship allowance per overnight stay. This allowance is paid in lieu of the normal Incidental Allowance as prescribed in the Ministerial Directive relating to Domestic Travelling and Relieving Expenses. The rate of the Hardship Allowance is set at 150% of the private accommodation special allowance as prescribed in the abovementioned Directive.

#### 11.3.3 Night Vision Imaging System (NVIS) Allowance

- Those Crew Officers as specified in the table below will be paid an NVIS Allowance as follows:

Category	Allowance Payable 1 September 2019		Allowance Payable 1 September 2020		Allowance Payable 1 September 2021		Allowance Payable 1 September 2022	
	\$ Per Annum	\$ Per Fortnight	\$ Per Annum	\$ Per Fortnight	\$ Per Annum	\$ Per Fortnight	\$ Per Annum	\$ Per Fortnight
Chief Aircrew Officer Senior Aircrew Officer Aircrew Officer *	\$3,075	\$117.90	\$3,150	\$120.70	\$3,230	\$123.80	\$3,310	\$126.90
Rescue Crew Officer	\$2,665	\$102.10	\$2,730	\$104.60	\$2,800	\$107.30	\$2,870	\$110.00

\*Includes a Base Manager who undertakes aircrew duties

- (2) The NVIS allowance is payable for all purposes including leave and superannuation.
- (3) Annual amounts listed above are for information purposes only.

#### 11.3.4 Other Allowances

(1) **Check and Training – Line Pilot:**

An allowance calculated at 8.5% of paypoint 6 of a Pilot's salary will be paid for the period of time that the Pilot is included by the Chief Pilot in the Operations Manual as performing check and training duties.

(2) **Check and Training – Crew Officer:**

An allowance calculated at 8.5% of paypoint 6 of an Aircrew Officer's salary will be paid for the period of time that the Crew Officer is included by the Chief Pilot in the Operations Manual as performing check and training duties.

(3) **Crew – Fitness Level 1:**

An allowance calculated at 2% of paypoint 6 of an Aircrew Officer's salary will be paid to a Crew Officer who maintains Fitness Level 1, pursuant to clause 11.5.8 (2) of these provisions.

(4) **CASA Safety Management System (CAO 82.0):**

The employee appointed by the Chief Pilot from time to time to be QGAir Safety Manager will be paid an allowance at the rate of \$2,500 per annum (\$93.25 per fortnight).

The employee appointed by the Chief Pilot from time to time to be the Base Safety Officer will be paid an allowance at the rate of \$1,500 per annum (\$55.95 per fortnight).

(5) **Base Engineers – Tool Allowance:**

The salaries paid to Base Engineers at all increment levels contain a rolled-up amount that represents a Tool Allowance. The annual amount is adjusted by salary increases as follows:

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
	<b>1 September 2019</b>	<b>1 September 2020</b>	<b>1 September 2021</b>	<b>1 September 2022</b>
Tool Allowance annual amount (\$1250 as at 1 July 2005)	<b>\$1949</b>	<b>\$1998</b>	<b>\$2048</b>	<b>\$2099</b>

(6) **Divisional and District Parities – Crew Officers (excluding Base Manager):**

Crew Officers (excluding Base Manager) are not entitled to divisional and district parities as prescribed under the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*.

(7) **Fatigue leave/Rest Period After Overtime – Crew Officers (excluding Base Manager):**



Crew Officers (excluding Base Manager) are not subject to the conditions outlined at clause 18.10 (Fatigue leave/rest period after overtime) of the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015* due to application of CASA requirements and PSBA QGAir Fatigue Management System.

## **SECTION 4: HOURS OF WORK, OVERTIME AND BREAKS**

### **11.4.1 Hours**

The hours of work of all employees under these provisions are subject to the Fatigue Management System of the Operations Manual.

- (1) Group 1 – Base Manager, Chief Engineer, Deputy Chief Engineer, Chief Aircrew Officer and Senior Aircrew Officer:

These employees shall work hours as necessary to fulfill the duties of the position. Any hours worked above 42 hours per week and outside those determined to be core related duties, will be compensated by either recall or time off in lieu.

- (2) Group 2 – Pilot, Aircrew Officer and Rescue Crew Officer:

(a) These employees shall work a maximum average of 42 hours per week worked over a roster cycle determined by the Employer pursuant to a continuous shift roster including Saturdays, Sundays and Public Holidays.

(b) The continuous shift roster shall be prepared by the Employer in consultation with employees and:

(i) shall be posted in a conspicuous place accessible to employees; and

(ii) may reasonably be altered by the Employer at any time to meet operational requirements.

- (3) Group 3 – Base Engineer:

The hours of work are at the direction of the Base Manager within the following parameters:

(a) An average of 228 hours (maximum) over a 6 week period;

(b) A daily maximum of 12 hours;

(c) Any 5 in 7 days with 2 consecutive days off per 7 day period;

(d) Being on standby 2 weekends per month with the other 2 weekends being free of duty.

### **11.4.2 Annualised Salary Arrangements**

- (1) These annualised salary arrangements apply to Base Manager, Chief Engineer, Deputy Chief Engineer, Pilot, Chief Aircrew Officer, Senior Aircrew Officers, Aircrew Officers and Rescue Crew Officers who are rostered and perform an average 42 hour week with ordinary hours based on an average of 38 hours per week.

- (2) The current arrangement constitutes an 8 week work cycle with staff working 10 hour day shifts and 14 hour night shifts on the basis of 2 day shifts, 2 night shifts, and 4 days off on a continuous cycle over the 8 week period.
- (3) Day shifts are 8 am to 6 pm, with night shifts 6 pm to 8 am.
- (4) The employees are paid an average salary representing ordinary time including shift penalties, Saturday ordinary time penalty, Sunday ordinary time penalty, on call and overtime payment.
- (5) The 28 shifts worked by each employee over the 8 week cycle is made up of 304 ordinary hours plus 32 overtime hours.
- (6) The 32 overtime hours are applied proportionately across all 28 shifts with each hour worked containing .095238 hours overtime. The overtime hours = 32 hours over 8 weeks work containing 336 hours =  $32/336 = .095238$  hours overtime attributable to each hour worked.
- (7) Over the 8 week cycle there are:
- 90.4762 ordinary hours @ single time (weekday ordinary day shift hours)
  - 126.66668 ordinary hours @ 1.15 times (weekday ordinary night shift hours)
  - 18.09524 ordinary hours @ 1.5 times (Saturday ordinary day shifts)
  - 25.333336 ordinary hours @ 1.5 times (Saturday ordinary night shifts)
  - 18.09524 ordinary hours @ 2 times (Sunday ordinary day shifts)
  - 25.333336 ordinary hours @ 2 times (Sunday ordinary night shifts)
  - 32 overtime hours @ 2 times (overtime hours)
- (8) In addition to ordinary fortnightly salary (prescribed in this Agreement), additional penalties payable are:
- 126.66668 x .15 = 19.000002  
 43.428576 x .5 = 21.714288  
 43.428576 x 1 = 43.428576  
 32 x 2 = 64
- TOTAL = 148.14286 ordinary hours pay each 8 week cycle = 37.035715 ordinary hours pay each fortnight.
- (9) Each fortnight of 84 hours work attracts additional penalties of 37.035715 ordinary hours pay in return for the rostered 84 hours work. This represents a loading of 34.56632%  $((76 + 37.035715)/84 = 1.3456632)$ .
- (10) The parties agree that a .25% loading will apply for employees being on call in lieu of any Award payment for being directed to be on-call. Therefore, the total loading applied to ordinary salary is **34.81632% = 34.82% rounded.**
- (11) Employees receive 42 calendar days each year for recreation leave as outlined at clause 11.6.1(1) of this Part. Work performed on public holidays is recognised by the quantum of recreation leave granted.
- (12) Over the period of this Agreement, the rolled-up salaries prescribed for these employees are made up of the following amounts:

Operative from 1 September 2019

	Pay Point	Ordinary Fortnightly Rate	Loaded Hourly Rate	Loaded Fortnightly rate
Chief Aircrew	1	\$3,258.60	\$52.3012	\$4,393.30
Officer	2	\$3,342.20	\$53.6429	\$4,506.00

	3	\$3,425.80	\$54.9845	\$4,618.70
	4	\$3,511.60	\$56.3607	\$4,734.30
Senior Aircrew Officer	1	\$3,058.70	\$49.0917	\$4,123.70
	2	\$3,112.70	\$49.9583	\$4,196.50
	3	\$3,167.20	\$50.8333	\$4,270.00
	4	\$3,222.10	\$51.7155	\$4,344.10
	5	\$3,276.50	\$52.5881	\$4,417.40
Aircrew Officer	1	\$2,722.70	\$43.6988	\$3,670.70
	2	\$2,772.30	\$44.4952	\$3,737.60
	3	\$2,821.50	\$45.2857	\$3,804.00
	4	\$2,871.20	\$46.0833	\$3,871.00
	5	\$2,920.80	\$46.8786	\$3,937.80
	6	\$2,970.30	\$47.6726	\$4,004.50
Rescue Crew Officer	1	\$2,244.00	\$36.0155	\$3,025.30
	2	\$2,284.60	\$36.6679	\$3,080.10
	3	\$2,325.50	\$37.3238	\$3,135.20
	4	\$2,366.20	\$37.9774	\$3,190.10
	5	\$2,407.30	\$38.6369	\$3,245.50
	6	\$2,447.90	\$39.2893	\$3,300.30
Base Manager	1	\$4,102.70	\$65.8476	\$5,531.20
	2	\$4,205.50	\$67.4976	\$5,669.80
	3	\$4,310.60	\$69.1845	\$5,811.50
Chief Engineer	1	\$3,957.80	\$63.5226	\$5,335.90
	2	\$4,056.80	\$65.1119	\$5,469.40
	3	\$4,157.90	\$66.7345	\$5,605.70
Deputy Chief Engineer	1	\$3,822.90	\$61.3571	\$5,154.00
	2	\$3,918.00	\$62.8845	\$5,282.30
Pilot	1	\$3,785.40	\$60.7560	\$5,103.50
	2	\$3,854.00	\$61.8560	\$5,195.90
	3	\$3,922.70	\$62.9595	\$5,288.60
	4	\$3,991.90	\$64.0702	\$5,381.90
	5	\$4,060.60	\$65.1726	\$5,474.50
	6	\$4,129.60	\$66.2798	\$5,567.50

Operative from 1 September 2020

	Pay Point	Ordinary Fortnightly Rate	Loaded Hourly Rate	Loaded Fortnightly rate
Chief Aircrew Officer	1	\$3,340.10	\$53.6083	\$4,503.10
	2	\$3,425.80	\$54.9845	\$4,618.70
	3	\$3,511.50	\$56.3595	\$4,734.20
	4	\$3,599.40	\$57.7702	\$4,852.70
Senior Aircrew Officer	1	\$3,135.10	\$50.3190	\$4,226.80
	2	\$3,190.50	\$51.2071	\$4,301.40
	3	\$3,246.40	\$52.1048	\$4,376.80
	4	\$3,302.70	\$53.0083	\$4,452.70
	5	\$3,358.40	\$53.9024	\$4,527.80
Aircrew Officer	1	\$2,790.80	\$44.7917	\$3,762.50
	2	\$2,841.60	\$45.6071	\$3,831.00
	3	\$2,892.10	\$46.4179	\$3,899.10
	4	\$2,943.00	\$47.2357	\$3,967.80
	5	\$2,993.80	\$48.0500	\$4,036.20
	6	\$3,044.50	\$48.8643	\$4,104.60
Rescue Crew Officer	1	\$2,300.00	\$36.9155	\$3,100.90
	2	\$2,341.70	\$37.5845	\$3,157.10
	3	\$2,383.60	\$38.2571	\$3,213.60
	4	\$2,425.40	\$38.9274	\$3,269.90
	5	\$2,467.40	\$39.6024	\$3,326.60
	6	\$2,509.10	\$40.2714	\$3,382.80

Base Manager	1	\$4,205.20	\$67.4940	\$5,669.50
	2	\$4,310.60	\$69.1845	\$5,811.50
	3	\$4,418.30	\$70.9143	\$5,956.80
Chief Engineer	1	\$4,056.70	\$65.1107	\$5,469.30
	2	\$4,158.20	\$66.7393	\$5,606.10
	3	\$4,261.80	\$68.4024	\$5,745.80
Deputy Chief Engineer	1	\$3,918.50	\$62.8917	\$5,282.90
	2	\$4,016.00	\$64.4571	\$5,414.40
Pilot	1	\$3,880.10	\$62.2750	\$5,231.10
	2	\$3,950.30	\$63.4024	\$5,325.80
	3	\$4,020.80	\$64.5333	\$5,420.80
	4	\$4,091.70	\$65.6714	\$5,516.40
	5	\$4,162.10	\$66.8024	\$5,611.40
	6	\$4,232.80	\$67.9369	\$5,706.70

Operative from 1 September 2021

	Pay Point	Ordinary Fortnightly Rate	Loaded Hourly Rate	Loaded Fortnightly rate
Chief Aircrew Officer	1	\$3,423.60	\$54.9488	\$4,615.70
	2	\$3,511.40	\$56.3583	\$4,734.10
	3	\$3,599.30	\$57.7690	\$4,852.60
	4	\$3,689.40	\$59.2143	\$4,974.00
Senior Aircrew Officer	1	\$3,213.50	\$51.5762	\$4,332.40
	2	\$3,270.30	\$52.4881	\$4,409.00
	3	\$3,327.60	\$53.4083	\$4,486.30
	4	\$3,385.30	\$54.3345	\$4,564.10
	5	\$3,442.40	\$55.2500	\$4,641.00
Aircrew Officer	1	\$2,860.60	\$45.9131	\$3,856.70
	2	\$2,912.60	\$46.7476	\$3,926.80
	3	\$2,964.40	\$47.5786	\$3,996.60
	4	\$3,016.60	\$48.4167	\$4,067.00
	5	\$3,068.60	\$49.2512	\$4,137.10
	6	\$3,120.60	\$50.0857	\$4,207.20
Rescue Crew Officer	1	\$2,357.50	\$37.8381	\$3,178.40
	2	\$2,400.20	\$38.5226	\$3,235.90
	3	\$2,443.20	\$39.2131	\$3,293.90
	4	\$2,486.00	\$39.9000	\$3,351.60
	5	\$2,529.10	\$40.5917	\$3,409.70
	6	\$2,571.80	\$41.2774	\$3,467.30
Base Manager	1	\$4,310.30	\$69.1798	\$5,811.10
	2	\$4,418.40	\$70.9155	\$5,956.90
	3	\$4,528.80	\$72.6869	\$6,105.70
Chief Engineer	1	\$4,158.10	\$66.7381	\$5,606.00
	2	\$4,262.20	\$68.4083	\$5,746.30
	3	\$4,368.30	\$70.1107	\$5,889.30
Deputy Chief Engineer	1	\$4,016.50	\$64.4643	\$5,415.00
	2	\$4,116.40	\$66.0679	\$5,549.70
Pilot	1	\$3,977.10	\$63.8321	\$5,361.90
	2	\$4,049.10	\$64.9881	\$5,459.00
	3	\$4,121.30	\$66.1464	\$5,556.30
	4	\$4,194.00	\$67.3143	\$5,654.40
	5	\$4,266.20	\$68.4726	\$5,751.70
	6	\$4,338.60	\$69.6345	\$5,849.30

Operative from 1 September 2022

	Pay Point	Ordinary Fortnightly Rate	Loaded Hourly Rate	Loaded Fortnightly rate
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Chief Aircrew Officer	1	\$3,509.20	\$56.3226	\$4,731.10
	2	\$3,599.20	\$57.7667	\$4,852.40
	3	\$3,689.30	\$59.2131	\$4,973.90
	4	\$3,781.60	\$60.6952	\$5,098.40
Senior Aircrew Officer	1	\$3,293.80	\$52.8655	\$4,440.70
	2	\$3,352.10	\$53.8012	\$4,519.30
	3	\$3,410.80	\$54.7429	\$4,598.40
	4	\$3,469.90	\$55.6917	\$4,678.10
	5	\$3,528.50	\$56.6321	\$4,757.10
Aircrew Officer	1	\$2,932.10	\$47.0607	\$3,953.10
	2	\$2,985.40	\$47.9155	\$4,024.90
	3	\$3,038.50	\$48.7679	\$4,096.50
	4	\$3,092.00	\$49.6262	\$4,168.60
	5	\$3,145.30	\$50.4821	\$4,240.50
	6	\$3,198.60	\$51.3381	\$4,312.40
Rescue Crew Officer	1	\$2,416.40	\$38.7833	\$3,257.80
	2	\$2,460.20	\$39.4857	\$3,316.80
	3	\$2,504.30	\$40.1940	\$3,376.30
	4	\$2,548.20	\$40.8988	\$3,435.50
	5	\$2,592.30	\$41.6060	\$3,494.90
	6	\$2,636.10	\$42.3095	\$3,554.00
Base Manager	1	\$4,418.10	\$70.9107	\$5,956.50
	2	\$4,528.90	\$72.6893	\$6,105.90
	3	\$4,642.00	\$74.5036	\$6,258.30
Chief Engineer	1	\$4,262.10	\$68.4071	\$5,746.20
	2	\$4,368.80	\$70.1190	\$5,890.00
	3	\$4,477.50	\$71.8643	\$6,036.60
Deputy Chief Engineer	1	\$4,116.90	\$66.0762	\$5,550.40
	2	\$4,219.30	\$67.7202	\$5,688.50
Pilot	1	\$4,076.50	\$65.4274	\$5,495.90
	2	\$4,150.30	\$66.6119	\$5,595.40
	3	\$4,224.30	\$67.8000	\$5,695.20
	4	\$4,298.90	\$68.9976	\$5,795.80
	5	\$4,372.90	\$70.1845	\$5,895.50
	6	\$4,447.10	\$71.3762	\$5,995.60

#### 11.4.3 Salaries – Base Engineers

The fortnightly salary rates for Base Engineers are prescribed as follows:

Paypoint	Salary 01/09/19	Salary 01/09/20	Salary 01/09/21	Salary 01/09/22
	Per Fortnight	Per Fortnight	Per Fortnight	Per Fortnight
1	\$4325.60	\$4433.70	\$4544.50	\$4658.10
2	\$4423.20	\$4533.80	\$4647.10	\$4763.30
3	\$4523.80	\$4636.90	\$4752.80	\$4871.60
4	\$4624.40	\$4740.00	\$4858.50	\$4980.00
5	\$4726.70	\$4844.90	\$4966.00	\$5090.20

#### 11.4.4 Overtime, Recall and Shift Overrun

(Groups are **NOT** the same as in clause 11.4.1 above)

- (1) Group 1 – Pilot, Base Manager, Chief Aircrew Officer, Senior Aircrew Officer, Aircrew Officer and Rescue Crew Officer are entitled to overtime payments or time off in lieu under the following circumstances and conditions:

**RECALL** – In order to maintain the continuous shift roster, to meet operational requirements, training requirements or administrative duties, employees may be recalled by the Employer to work additional hours to that of rostered hours. Recall without agreement may occur for up to 10 days per year including simulator training. Any recall in excess of 10 days per year will be by mutual agreement.

**SHIFT OVERRUN** – When the helicopter returns to the Air Base after the ordinary cessation time of the shift, or an oncoming crew is required to commence a shift prior to the ordinary commencement time of the shift.

Recall and Shift Overrun shall be paid at the rate of double time.

- (2) Group 2 – Engineers:

The salaries paid to Base Engineers at all increment levels contain a rolled-up amount as a Minimum Overtime Allowance (MOTA). This equates with two (2) hours of overtime per week, at single time rates. The annual amount is adjusted by salary increases as follows:

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
	<b>1 September 2019</b>	<b>1 September 2020</b>	<b>1 September 2021</b>	<b>1 September 2022</b>
Minimum Overtime Allowance annual amount (\$4000 as at 1 July 2005)	<b>\$6238</b>	<b>\$6394</b>	<b>\$6554</b>	<b>\$6718</b>

**RECALL** – In order to maintain the aircraft operational availability requirements, training requirements or administrative duties, employees may be recalled by the Employer to work additional hours to that of rostered hours. Recall without agreement may occur for up to 10 days per year. Any recall in excess of 10 days per year will be by mutual agreement.

**SHIFT OVERRUN** – When maintenance activities necessary to return the aircraft to operational status requires maintenance activity beyond the ordinary cessation time of the shift, or an engineer is required to commence a shift prior to the ordinary commencement time of the shift.

Recall and Shift Overrun shall be paid at the rate of time and a half for the first three hours and double time thereafter.

#### 11.4.5 Standby

- (1) From time to time, in recognition of operational requirements, it may be necessary to place crew on standby whether or not the crew is rostered on.
- (2) Base Engineers will be placed on standby for two (2) weekends per month, subject to the Operations Manual.

#### 11.4.6 Rostering Principles

- (1) All rosters have and will be developed in consultation with employees. To ensure sufficient sleep opportunity in between shifts each prospective roster will be validated using the Fatigue Audit InterDyne (FAID) System. Before the approval of a roster, QGAir Rotary Wing shall ensure indicative FAID scores are not greater than 65.
- (2) Rostering practices that have been agreed through consultation and FAID analysis are limited to the 4 x 4 roster (2 Day Shifts {0800 – 1800} / 2 Night Shifts {1800 – 0800} / 4 Days Off). QGAir, after consultation with flight crew, may consider amending the rosters to alternatives other than the 4 x 4 roster (2 Day Shifts {0800 – 1800} / 2 Night Shifts {1800 – 0800} / 4 Days Off). Any proposed roster will need to meet Fatigue Management requirements approved by CASA.
- (3) In event the roster is amended where the pattern of work or length of shifts vary from the present roster, the annualised loading outlined in clause 11.4.2 will be re-calculated based on the new roster, and new salary rates (whether higher or lower than current rates) will be paid from the date of change to the roster.
- (4) Additional information on roosting principles and practices can be found in the Queensland Government Air (Helicopter Rescue) Fatigue Risk Management Manual.

#### 11.4.7 Meal Breaks and Rest Pauses

While on duty and working more than 6 hours in any one day, employees shall be entitled to:

- (1) A paid break of 30 minutes duration for a meal, to be taken at such time as will not interfere with the continuity of work.
- (2) Two rest pauses each of 10 minutes duration, or one rest pause of 20 minutes duration in the employer's time, to be taken at such time/s as will not interfere with the continuity of work.

### SECTION 5: CONDITIONS OF EMPLOYMENT

#### 11.5.1 Contract of Employment

- (1) The period of notice given by an employee shall be a minimum of four (4) weeks.
- (2) The period of notice given by the Employer shall be a minimum of four (4) weeks, with an additional week's notice above this minimum if the employee is 45 years old or over and the employee has completed at least two (2) years of continuous service.
- (3) These provisions replace any contracts of employment or understandings of employment, which the employees had prior to the operation of this Agreement. Any such prior contracts or understandings will no longer be in force or have any effect.
- (4) Employees covered by this Part are employed pursuant to section 147 of the *Public Service Act 2008*.
- (5) The employment categories under these provisions are permanent full-time, temporary full-time and casual.

#### 11.5.2 Casual Employees

- (1) Subject to the availability of suitable persons, casual employment shall be utilised for emergent, short-term relief or for short-term large-scale maintenance work.

- (2) Each engagement shall stand alone and be per shift (day or night). (**Note:** In this context, the classification “Base Engineers” includes LAMEs assisting with large-scale maintenance work.)
- (3) Payments [as per (2) above] shall include a loading of 23%, which is in lieu of paid leave provisions as per (7) below.
- (4) Casual daily rates are outlined at 11.5.2(5) below and are calculated as follows:
- (i) Pilot, Aircrew and Rescue Crew
- Loaded up fortnightly rate divided by 8.4;  
Plus 23% loading and rounded to nearest dollar.
- (ii) Base Engineer
- Loaded up fortnightly rate;  
Minus MOTA and Tool Allowance fortnightly figures as per clause 11.4.3(2) and clause 11.3.3(5) where annual amounts are divided by 26.0892;  
Divided by 7.6;  
Plus 23% loading and rounded to nearest dollar.
- (5) Casual daily rates are outlined in the following table:

		<b>Salary 1/09/19</b>	<b>Salary 1/09/20</b>	<b>Salary 1/09/21</b>	<b>Salary 1/09/22</b>
Pilot PP1	Per Shift	<b>\$747</b>	<b>\$766</b>	<b>\$785</b>	<b>\$805</b>
Pilot PP6	Per Shift	<b>\$815</b>	<b>\$836</b>	<b>\$857</b>	<b>\$878</b>
Aircrew PP1	Per Shift	<b>\$537</b>	<b>\$551</b>	<b>\$565</b>	<b>\$579</b>
Aircrew PP6	Per Shift	<b>\$586</b>	<b>\$601</b>	<b>\$616</b>	<b>\$631</b>
Rescue Crew Officer PP1	Per Shift	<b>\$443</b>	<b>\$454</b>	<b>\$465</b>	<b>\$477</b>
Rescue Crew Officer PP6	Per Shift	<b>\$483</b>	<b>\$495</b>	<b>\$508</b>	<b>\$520</b>
Base Engineer PP1	Per Shift	<b>\$649</b>	<b>\$665</b>	<b>\$682</b>	<b>\$699</b>
Base Engineer PP5	Per Shift	<b>\$714</b>	<b>\$732</b>	<b>\$750</b>	<b>\$769</b>

- (6) Casual employees are not entitled to payments for overtime and recall (subject to the provisions of clause 11.4.4) and extra payments for ordinary-time work on weekends and public holidays.
- (7) Casual employees are entitled to Meal Allowances (clause 11.3.1), Hardship Allowance (clause 11.3.2) and the general conditions provisions (clause 11.2.2).
- (8) Casual employees are not entitled to any paid leave provisions (subject to the provisions of Chapter 2, Division 3 of the Act).



### 11.5.3 Motor Vehicles

- (1) The positions of Base Manager, Chief Engineer and Deputy Chief Engineer will be supplied with a private plated motor vehicle, which is available for full private use including whilst on recreation leave. However, the motor vehicle must be available at the Air Base for general use while the employee is at work or not on leave.
- (2) At the time of making this Agreement, the value of the motor vehicle as a salary sacrifice for these employees was \$21,000 per annum.
- (3) Persons employed as Base Engineer shall have access to a government vehicle when on continuous on call. The vehicle must be available for general use while the Base Engineer is at work. (There is no requirement for a Base Engineer to be on call whilst on recreation leave and there will be no access to the vehicle)

### 11.5.4 Expenses

The Employer shall meet the following expenses:

- (1) The cost of maintaining licenses required to be held by employees pursuant to the *Civil Aviation Act 1988 (Cth)* for the performance of duties required by the Employer (i.e. as contained in an employee's Position Description);
- (2) The cost of medical assessments for employees as required by the *Civil Aviation Act 1988 (Cth)* and/or the Employer (as prescribed in the Operations Manual) to perform the duties required by the Employer; and
- (3) The cost of regulatory and flight reference documentation, which each employee is required to maintain (as prescribed in the Operations Manual).

### 11.5.5 Insurance

- (1) Crew Officers' Accident Insurance – The Employer shall provide accident insurance for off-duty periods when these employees are undertaking appropriate physical fitness activities in recognition of the requirements of clause 11.5.7 of these provisions.
- (2) Loss of Licence Insurance – The employer shall provide loss of licence cover for pilots to the amount of not less than \$100,000 subject to the insurer's policy.

### 11.5.6 New Aircraft and Equipment

In the event new aircraft and/or equipment are purchased for the effective operations of QG Air Rotary Wing, all employees shall be given the opportunity to undertake appropriate training.

### 11.5.7 Relieving

- (1) An employee may be directed by the Employer to take up duty away from the employee's normal Air Base to relieve another employee or to perform special duties for a reasonable period of time and where possible, by mutual agreement between the employer and employee.

In such cases where away overnight, the directive relating to domestic travelling and relieving expenses shall apply.

- (2) When employees, other than the Deputy Chief Engineer, relieve in the positions of Base Manager and Chief Engineer, for the purpose of determining the higher duties amount payable, an amount of \$21,000 per annum (\$804.90 per fortnight) is to be added to the pay-point 1 salaries of Base Manager and Chief Engineer. (Such reinstates the salary-sacrifice amount of the private plated vehicle referred to in clause 11.5.3 of these provisions, as the persons relieving in the positions will not have access to a private plated vehicle.)
- (3) The Directive relating to Higher Duties applies including where an employee can be directed to undertake a relevant percentage of the duties and responsibilities of the higher level role.

#### **11.5.8 Crew Officer Fitness Requirements**

- (1) It is a condition of employment that all crew officers maintain a high level of physical fitness to ensure that they carry out their duties efficiently and safely, in the public interest.
- (2) The achievement of the requisite physical fitness level will be demonstrated by the ability to pass a regular fitness assessment which is developed in consultation between the employer and employee and as prescribed in the Operations Manual.
- (3) In order to achieve the requisite physical fitness level, an employee may have to undertake approved physical activities outside of rostered hours. Such approved physical activities shall be developed in consultation with the employee and prescribed in, and conducted in accordance with, the provisions of the Operations Manual.

#### **11.5.9 Return of Service Obligation**

- (1) A return of service obligation will be imposed on employees exiting QGAir either of their own volition or on termination of services, after the employee has received any of the following training at the employer's expense:
  - (a) Overseas training;
  - (b) Initial helicopter conversion;
  - (c) Type endorsement;
  - (d) NVIS rating.
- (2) This obligation will be imposed by recouping the cost of the course/s and any associated costs such as travel, accommodation, meal and incidental costs, on the following basis:

Where an employee receives any of the above training within (2) years of their employment:

- (a) 100% of costs on exiting within 1 year of completing the training;
- (b) 50% of costs on exiting within 2 years of completing the training.

#### **11.5.10 Training**

All employees will be offered continuation training such as simulator training in accordance with the frequencies and standards outlined in the approved Operations Manual.

#### **11.5.11 Uniforms**

All employees are provided with uniforms by the Employer. Employees are responsible for laundering their uniforms. No laundering allowance is payable by the Employer.

### 11.5.12 Chief Aircrew Officer Review

During the first 12 months after date of certification of this Agreement, any necessary adjustment to salary identified from the Mercer Review of the Chief Aircrew Officer's position, will be implemented subject to approval of the Chief Operating Officer, with an effective date also determined by the Chief Operating Officer.

## SECTION 6: LEAVE

### 11.6.1 Recreation Leave

Employees work a continuous shift roster and have "rolled-up" salary rates which are, for the purpose of calculating the quantum of leave loading, inclusive of shift allowances and extra payments for work performed on weekends and public holidays.

Groups are **NOT** the same as the two separate groups in SECTION 4 above.

- (1) Group 1 – Air Crew (Base Manager, Chief Aircrew Officer, Senior Aircrew Officer, Pilot, Aircrew Officer and Rescue Crew Officer):
  - (a) 42 consecutive days (inclusive of weekends and public holidays) on full salary for each year of service and a proportionate amount for an incomplete year of service, but so as not to accumulate more than 84 consecutive days of recreation leave; and
  - (b) leave loading of 17.5% on 28 consecutive days (inclusive of weekends and public holidays) for each year of service and a proportionate amount for an incomplete year of service, to be paid during December of each year (or in the case of cessation of employment, in the final pay).
- (2) Group 2 – Chief Engineer, Deputy Chief Engineer and Base Engineer:
  - (a) 25 days (exclusive of weekends and public holidays) on full salary for each year of service and a proportionate amount for an incomplete year of service, but so as not to accumulate more than 50 days of recreation leave; and
  - (b) leave loading of 17.5% on 20 days for each year of service and a proportionate amount for an incomplete year of service, to be paid during December of each year (or in the case of cessation of employment, in the final pay).

**APPENDIX 13: QUEENSLAND BUILDING AND CONSTRUCTION COMMISSION EMPLOYING OFFICE****Continued, reviewed and updated provisions****1. Discipline**

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- 1.1. The provisions of Chapter 6 (Disciplinary action for public service employees and former public service employees) of the *Public Service Act 2008* any associated rulings shall apply to the Queensland Building and Construction Commission and the related Employing Office for the period of this Agreement.
- 1.2. The employer commits to a QBCC Discipline Policy that sets out the process, responsibilities and accountabilities for discipline and to consult with Together Queensland on the finalised Policy within 3 months of the date of this Agreement.
- 1.3. The policy will remain in place for the lifetime of the Agreement and may only be amended by consultation with Together Queensland.

**2. Organisation Change and Consultation**

- 2.1. The employer commits to developing an Organisational Change Guideline in consultation with Together Queensland to be finalised within 3 months of the date of this Agreement.
- 2.2. The guideline will include, as part of the consultation process provision of data, where relevant, consisting of:
  - (a) employee name;
  - (b) job title;
  - (c) work location;
  - (d) anticipated impact;
  - (e) rationale for change; and
  - (f) anticipated timeframes.
- 2.3. The guideline will remain in place for the lifetime of the Agreement and may only be amended in consultation with the Together Queensland.

**APPENDIX 14: QUEENSLAND CURRICULUM AND ASSESSMENT AUTHORITY**

**Continuing, reviewed and updated provisions**

1. Casual Employees engaged under the *Queensland Public Service Officers and Other Employees Award – State 2015*.
- 1.1 Hours of Work – Casual Employees shall have a spread of ordinary hours of 8.00 am to 6.00 pm Monday to Friday.

**APPENDIX 15: QUEENSLAND PARLIMENTARY SERVICE****PART 1: ON CALL PROVISIONS**

- (1) The following on call provisions shall apply to employees subject to this Agreement.
- (2) The following clauses are to be read in conjunction with clauses 18.7 (On call – additional payments) and 18.8 (Recall to duty – from on call) of the Queensland Public Service Officers and Other Employees Award – State 2015.
  - (a) Where an employee is instructed to be available on call outside ordinary or rostered working hours, the employee will be paid, in addition to their ordinary rate of pay an allowance based upon the hourly rate of the classification of Professional Officer level 3, paypoint 4 in accordance with the scale provided for in clause 12.3 (b) of the *Queensland Parliamentary Service Award – State 2015*.
  - (b) An employee, while on call, who is recalled to perform duties without the need to leave the employee's place of residence, will be paid for time worked with a minimum payment of one hour for each time the employee performs such duties. Provided that should such employee be recalled again to perform duties separately within the minimum one hour period, no further payment shall apply. Provided further that the employee will be responsible for the recording of such requests which will require subsequent verification by the Chief Executive Officer.
  - (c) On call arrangements will be implemented by agreement between the Chief Executive Officer and majority of affected employees in consultation with the relevant union.

**PART 2: PARLIAMENTARY CATERING SERVICES**

- (1) Parliamentary Catering Services employees will be allocated uniforms on the basis of 5 shirts and 3 pairs of trousers per employee to be issued every 12 months.
- (2) Parliamentary Catering Services employees will be eligible for a reimbursement of up to \$ 125 per annum for the purchase of work related footwear or an officer may make 1 claim during the life of the Agreement for up to \$ 300. These arrangements will not apply to casual employees.

**APPENDIX 16: QUEENSLAND POLICE SERVICE**

**Continuing, reviewed and updated provisions originally prescribed in the *State Government Departments Certified Agreement 2006***

**PART 1: APPLICATION**

Title	1.1
Coverage	1.2

**PART 2: DEFINITIONS, AND ALLOWANCES**

Definitions	2.1
Allowances	2.2

**PART 3: CONSULTATION AND IMPLEMENTATION PROCEDURES**

Procedures for work area level discussions	3.1
Facilitative clause	3.2
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Police Communications and Policelink Review	3.4
QPS Agency Consultative Committee	3.5

**PART 4: HOURS OF WORK – NON SHIFT EMPLOYEES**

Hours of Work	4.1
Accumulated Time Arrangements (ATA)	4.2
Overtime	4.3
Weekend Work	4.4
Occasional Shift work (performed by a non-shift employee) to meet operational requirements	4.5
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**PART 5: HOURS OF WORK – SHIFT EMPLOYEES**

Hours of Work	5.1
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**PART 6: PART-TIME AND CASUAL EMPLOYEES**

Part-time Employees	6.1
Casual Employees	6.2

**PART 7: MISCELLANEOUS PROVISIONS**

Fatigue Leave	7.1
Rest Pauses	7.2
Consolidation of Leave Loading for Non Shift Workers	7.3
Potentially Traumatic Events and Mental Health First Aid	7.4

**PART 1: APPLICATION****1.1 Title**

These provisions shall be known as the Queensland Police Service - Hours and Other Conditions of Employment – Staff Members.

**1.2 Coverage**

Parts 1 to 7 of these provisions shall be binding upon Queensland Police Service and public service employees

(excluding members of the Senior Executive Service, contract employees, Police Liaison Officers, Torres Strait Island Police Support Officers, Members of the Police Pipes and Drums Band, Assistant Watchhouse Officers and other protective services officers subject to the *State Government Security Certified Agreement 2016* or any replacement agreement thereto) and the Together Queensland, Industrial Union of Employees and others.

## PART 2: DEFINITIONS AND ALLOWANCES

### 2.1 Definitions

**accounting period** shall mean a period of 28 consecutive calendar days.

**accumulated time** shall mean all authorised time worked, other than paid overtime, in excess of 7.25 hours per day:

Provided that in the case of General Employees and Nurses, the usual daily hours in force at the effective date of this Appendix shall be inserted in lieu of 7.25 hours for the purposes of this definition.

Authorised travelling time shall also be included for the purposes of assessing accumulated time.

“Authorised travelling time” does not include time spent travelling to or from an employee’s usual place of residence, or in the case of residing away from home, the temporary place of abode.

**Commissioner** shall mean the Commissioner of the Police Service appointed pursuant to the provisions of the *Police Service Administration Act 1990* or delegate.

**consultation** is defined in Part 3 of this schedule.

**equivalent time off** wherever appearing shall be calculated on the basis of equal time off for actual time worked and shall not be computed time off on the basis of either paid overtime or weekend work penalty provisions.

**Computed time** means time and a-half or double time (depending on when overtime was actually worked) or, in respect of weekend work, whether work was performed on a Saturday or a Sunday.

**General employee** for the purpose of this Appendix only shall mean an employee whose conditions of employment are governed by the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*.

**justifiable** shall mean where there is sufficient and warranted reason.

The Commissioner or delegate shall determine the justification or otherwise. However, any decision in this regard should not be made without due regard for an employee’s circumstances balanced with the competing interests of the Service.

**public service officer** for the purpose of this Appendix only shall mean an employee whose conditions of employment are governed by the *Queensland Public Service Officers and Other Employees Award – State 2015*.

**roster** is a period of 28 consecutive calendar days.

#### **shift work**

- (i) **shift work (other than continuous shift worker)** shall mean work done by employees where the hours of work are regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week.
- (ii) **occasional shift work (by a non-shift employee) to meet operational requirements** shall



mean that which is prescribed under clause 4.5 of this Appendix.

- (iii) **continuous shift work** means work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hours per day operation over a seven (7) day week. An employee shall not be classed as a continuous shift worker unless such employee has worked at least a 28 consecutive calendar day period of such work.

**standard day** shall mean a period of 7.25 hours working time:

Provided that in the case of General Employees and Nurses, the ordinary hours which constituted an ordinary working day at the effective date of this Appendix shall be these employees' standard day.

**supervisor** shall mean the employee who is next in line command and/or has the responsibility for the efficient day to day operations of the particular station, section, establishment or work unit.

## **2.2 Allowances**

### **2.2.1 Dog Trainer Allowance**

Where a police dog is kennelled at the home of a Dog Instructor/Dog Development Officer, and such employee is required to care for and maintain the dog during hours rostered off duty, the employee will be paid at the rate of \$373.30 per fortnight as of 1 September 2019.

Provided that this allowance may be amended from the same effective date that each State Wage Case allowance adjustment is made available by Declaration of General Ruling.

## **PART 3: CONSULTATION AND IMPLEMENTATION PROCEDURES**

In this Part, "consultation" –

...involves more than a mere exchange of information. For consultation to be effective, the participants must be contributing to the decision making process not only in appearance, but in fact. [Commissioner Smith (Australian Industrial Relations Commission), Melbourne, 12 March 1993.]

### **3.1 Procedures for work area level discussions**

3.1.1 Management and representatives of all employees concerned in each station, section, establishment or work unit shall consult over the most appropriate means of implementing and working ordinary hours.

3.1.2 The objective of such consultation shall be to reach agreement on the method of implementing and working ordinary hours having regard to the work requirements of the employer and the preferences of the employees.

If, through consultation, it is revealed that there is a desire to work shift work or weekend work and such was not worked prior to the operative date of these provisions, the process outlined in clause 3.2 of these provisions applies, rather than the remainder of this clause.

**For a change to shift work or weekend work where such was not previously worked:**

**GO TO CLAUSE 3.2 and IGNORE THE REMAINDER OF THIS CLAUSE**

3.1.3 Employees may be represented by their local industrial organisation delegate/s and shall have the right to be represented by either their industrial organisation official/s or by a representative of such employees.

3.1.4 Agreement shall not be unreasonably withheld by either party.

- 3.1.5 The outcome of any agreement reached between the employees and management as to the method by which the hours arrangements are implemented shall be reduced to writing and shall be signed by either the employees or their representative and by the relevant supervisor.

Such record shall contain:

- (a) an outline of how the consultative process was conducted; and
- (b) the agreed arrangements (restricted to the operating times and days of the particular station, section, establishment or work unit - i.e. it is not necessary for the record to address each individual's arrangements);

and it shall be maintained at the work place to which it relates.

- 3.1.6 In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of either the Secretary of the appropriate industrial organisation or a representative of the employees so affected (as applicable), as well as the assistance and advice of the Director, Employee Relations, Public Safety Business Agency. This should occur as soon as it is evident that agreement cannot be reached.

- 3.1.7 Where agreement cannot be reached, the provisions of the relevant Awards at clauses 6.2 and 7.1 shall apply.

## **3.2 Facilitative Clause**

- 3.2.1 In this clause, where a provision refers to agreement by the majority of employees so affected, all employees directly affected shall be consulted as a group.

Depending on circumstances, this consultation may include sworn employees.

- 3.2.2 The following provisions shall apply to shift work and to weekend work where such work was not performed prior to the operative date of this Appendix. These provisions allow for the determination of conditions of employment by agreement either between the Commissioner and the relevant Union or between the Commissioner and the majority of employees so affected.

- 3.2.3 The relevant industrial organisation/s is/are to be notified in writing at least one week in advance of agreement being sought.

- 3.2.4 Employees may be represented by their local industrial organisation delegate/s and shall have the right to be represented by either their local industrial organisation official/s or by a representative of such employees.

- 3.2.5 Neither party shall unreasonably withhold agreement.

- 3.2.6 Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the industrial organisation.

- 3.2.7 Any agreement reached must be documented and shall incorporate a review period.

- (a) Contact should be made with either the Employee Relations Branch or the appropriate Union where any difficulties are experienced by either management or employees who may wish to implement new arrangements as outlined in clause 3.2 herein.
- (b) It should be noted that the matter of compensation for shift work and weekend work are addressed elsewhere in this Appendix.

- 3.2.8 The documented agreement reached between the employees and management as to the method by which the hours arrangements are implemented shall be signed by either the employees or their representative and by the relevant supervisor.

Such record shall contain –

- (a) an outline of how the consultative process was conducted;
- (b) the agreed arrangements (restricted to the operating times and days of the particular station, section, establishment or work unit – i.e. it is not necessary for the record to address each individual's arrangements);
- (c) details of the review period (in accordance with clause 3.2.7 herein);

and it shall be maintained at the work place to which it relates.

### **3.3 Review of AO2 Roles**

- 3.3.1 The parties commit to the continuation of the Administration Support Review which is reviewing AO2 roles across QPS as follows:

- Stage 1 – AO2 roles located in police stations with 1 to 15 sworn officers;
- Stage 2 – AO2 roles located in police stations with 16 or more sworn officers.

- 3.3.2 It is agreed that Stage 1 is intended to be completed by 1 July 2019 and Stage 2 by 1 July 2020.

- 3.3.3 Any AO2 staff proposed to be upgraded under Stages 1 and 2 require approval from the relevant Deputy Commissioner and where approved will be upgraded effective from 1 July 2019.

- 3.3.4 The parties recognise that within QPS, there may remain, after completion of the Administration Support Review, legitimate AO2 roles at various locations, and that other industrial avenues continue to exist for the parties to seek reclassification of roles and individuals, including where this review has not resulted in such a reclassification.

- 3.3.5 There shall be continued representation from Together Union on the Steering Committee and Working Party undertaking the Administration Support Review.

- 3.3.6 Subject to clause 3.3.3 above, any employees permanently or temporarily attached to an upgraded AO2 role, as a consequence of the Administration Support Review, will be directly appointed to the new classification level under existing arrangements (i.e. any temporary appointment remains a temporary appointment with current end date).

- 3.3.7 The dispute procedure in Part 15 of this Agreement will apply to the process and outcomes of this review.

### **3.4 Police Communications and Policelink Review**

- 3.4.1 The parties recognise that the Business Operations Review Team (BORT) report finalised in 2018 addresses various issues including structure and classifications of staff member roles within Communications Centres and Policelink.

- 3.4.2 The Service recognises that relevant consultation with stakeholders including the Together Union will be undertaken, with any outcomes or recommendations required to be approved by the relevant Deputy Commissioner.

### 3.5 QPS Agency Consultative Committee

3.5.1 It is recognised that the QPS Agency Consultative Committee established in accordance with Part 9 of this Agreement is the appropriate forum to facilitate consultation on a broad range of issues. Consistent with the matters set out in Part 9 of this Agreement it is anticipated that the following matters will be raised before the Agency Consultative Committee during the life of this Agreement:

- Disciplinary policies and procedures in ensuring compliance with current legislation;
- Continued improvements and communication to staff for better workplace culture across QPS;
- Any concerns raised arising from the recent state-wide station security review;
- AO2 roles at locations other than police stations;
- Media Unit operations;
- Roles within the:
  - Media Unit;
  - Operational Training Services – AO4 Training Officers;
  - Roster Clerks - AO4;
  - Station Client Services Officers - AO3; and
  - Technical Stream.

3.5.2 Disputes in relation to the process or outcome of these matters will be subject to the dispute procedure in Part 15 of this Agreement.

## PART 4: HOURS OF WORK- NON SHIFT EMPLOYEES

### 4.1 Hours of Work

4.1.1 Subject to clause 4.1.2 herein, the ordinary hours of work shall be an average of 36.25 hours per week or 38 hours as applied to General Employees and Nurses under the applicable instruments and shall be worked between 6 am and 6 pm over any five consecutive days in seven days (i.e. Saturday to Friday inclusive):

Provided that an employee's daily starting and ceasing times shall be by agreement with the employee's supervisor. Those employees accessing ATA whose ordinary hours of work are an average of 36.25 hours per week shall have starting and finishing times recorded on the hour or at 15 minute intervals.

4.1.2 Employees shall have access to time off for time worked in excess of 145 hours (or 152 hours as applied to General Employees and Nurses) per accounting period to be taken at a time convenient to the employee and the Queensland Police Service.

*Starting and ceasing times are to be agreed with the supervisor. Employees do not have the right to dictate when they will start or finish work. It follows therefore that supervisors need to be aware of staff movements.*

4.1.3 The ordinary hours of work prescribed herein (and as agreed through the consultation process defined in Part 3 of these provisions) shall be worked continuously excluding an unpaid meal break of at least 30 minutes to be taken between the third and sixth hour from commencement of duty and shall not exceed 10 hours on any day:

Provided that for non-shift workers who accumulate ATA in accordance with clause 4.2 the ordinary hours of work shall not exceed 9.5 hours on any day.

Provided that in any arrangement of working hours where there exists a proposal to work a 10 hour period, the arrangement of hours and conditions shall be subject to either the agreement of the Commissioner and the appropriate industrial organisation or the agreement of the Commissioner and the representative of employees so affected.

Any arrangement to work regular hours in excess of the standard day does not attract overtime consideration.

## 4.2 Accumulated Time Arrangements (ATA)

- 4.2.1 ATA will operate on the basis of a 28 day accounting period and shall apply to non-shift workers only who are subject to the *Queensland Public Service Officers and Other Employees Award – State 2015* (including those non-shift workers who occasionally are required to work shift work in order to meet operational requirements).
- 4.2.2 Subject to the provisions of clause 4.2.1, time may be accumulated for authorised work performed by an employee:
- (a) in excess of a standard day; or
  - (b) outside the 6 am to 6 pm spread of hours; or
  - (c) when recalled for duty; or
  - (d) on public holidays or days substituted in lieu (excluding Labour Day), rest days, weekends or concessional days.

In the context of accumulation of time (to be taken at a later date), it should be noted that overtime may also be paid for work performed in excess of 9.5 hours per day; or for work performed outside the spread of hours; or for hours worked in excess of the maximum accumulated time in a 28 day period. The option to pay overtime or to grant accrued time off is prescribed at clauses 4.2.2A and 4.3.2 of this Appendix.

All work performed on Labour Day will attract an appropriate payment.

- 4.2.2A In lieu of payment for authorised overtime, employees in receipt of wages below the salary limitations prescribed in the *Queensland Public Service Officers and Other Employees Award – State 2015* may agree to have such authorised overtime accrued on a time for time basis under these arrangements.

Employees in receipt of wages above the salary limitations prescribed in the *Queensland Public Service Officers and Other Employees Award – State 2015* are remunerated for overtime in accordance with Clause 18.1 of that Award.

- 4.2.2B In lieu of accumulating time pursuant to ATA, employees in receipt of wages below the salary limitations prescribed in the *Queensland Public Service Officers and Other Employees Award – State 2015* may be paid overtime as approved by the Commissioner.
- 4.2.3 ATA is intended to provide opportunity for employees to access an accrued day (or part day) off within a work cycle. Approval to grant an employee access to time off shall not be unreasonably withheld.
- (i) ATA is to be managed for the dual benefits of the Service and the employees (either individually or collectively).
  - (ii) It is most important for the supervisor to maintain control over the accumulation of time and the taking of time off to ensure that employees should not forfeit any excess hours held in credit (see clause 4.2.5(e) herein).

- 4.2.4 An employee may not accumulate time unless work is available for the employee to perform and such work is performed during the period.

- 4.2.5 The following conditions apply to all full-time employees (other than Senior Human Services Officers whose arrangements shall be as determined by the Employer) whose ordinary hours are 36.25 hours per week and relevant part-time employees (see clause 4.2.6 below):

- (a) Time accumulated by an employee during an accounting period or roster may be taken in the form of time off during that same accounting period or roster; or, subject to paragraphs (e) and (f) herein, may be carried forward to the next accounting period.
- (b) Time off cannot be accessed unless the employee has accumulated the equivalent amount of time in credit.
- (c) Time off shall not be taken in periods of less than 15 minutes' duration and shall be calculated to the next upward 15 minutes.
- (d) Time off of up to 4 days (or equivalent hours) may be allowed in any 28 day period.
- (e) The maximum carry-over of hours between accounting periods or rosters is 5 ordinary days (or equivalent hours). No payment shall be made for any excess hours: that is, such excess hours will be forfeited unless paragraph (f) herein applies.
- (f) Provided that the Commissioner may approve a carry-over of hours or part thereof in excess of 5 days (or equivalent hours) for an employee in the following circumstances:
  - (i) where such employee was refused time off and hence exceeded the maximum carry-over limit as specified above due to a specific direction by the Commissioner to the employee to work certain hours; or
  - (ii) where an unforeseen absence on sick leave or other approved leave occurs upon days immediately preceding the end of an accounting period or roster:

Provided that any such carried forward excess time should be taken as time off during the next accounting period or roster.

4.2.6 Access to ATA by part-time employees is restricted to those roles where operational requirements allow for flexible start and finish times. See clause 15.6(b)(ii) of the Award.

4.2.7 Where an employee who is temporarily filling a position is absent on ATA, such ATA shall not be deemed to interrupt the period of performance of such duties if such employee goes back to the same duties on return from ATA.

If an employee is on higher duties and does not return to same after accessing ATA, then such period of higher duties is interrupted and has in fact ceased at the commencement of ATA. Consequently, higher duties are not payable for ATA in such a situation.

4.2.8 The Commissioner may direct employees to work the hours of a standard day where an employee's time management is unsatisfactory. Any authorised time worked in such circumstances in excess of the hours of a standard day (subject to overtime cut-offs) will be paid as overtime.

*Action in relation to unsatisfactory time management which leads to a direction to work the hours of a standard day should be addressed using performance management processes.*

4.2.9 In the event of an employee's employment ceasing for any reason whatsoever, there shall be no payment for the balance of time accumulated at the date of separation, unless access to time off has been denied by the Service.

Any employee who is to be paid out in accordance with the terms of this clause will receive such payment at the ordinary rate of pay up to the equivalent of four standard days.

### **4.3 Overtime**

- 4.3.1 Subject to clauses 4.2.2(A) and 4.2.8, overtime applies when time is worked in excess of the daily maximum ordinary hours, or outside the spread of hours.
- 4.3.2 Prior to overtime being worked, the form of compensation will be as mutually agreed by the supervisor and the employee so concerned, where such employee is in receipt of wages below the salary limitations prescribed in the *Queensland Public Service Officers and Other Employees Award – State 2015*. Such overtime may be compensated either by paid overtime or have the time accrued as ATA on a time for time basis in accordance with clause 4.2.2A.

Provided that in the event of the supervisor and employee not reaching agreement, such overtime will be compensated by paid overtime at the appropriate overtime rate.

- (a) Paid overtime is subject to the salary limitations prescribed in the *Queensland Public Service Officers and Other Employees Award – State 2015*.
- (b) Where time is accrued and taken as ATA, it is managed in accordance with clause 4.2 of this Appendix.
- (c) Where an employee is paid overtime, there is no entitlement to accrued time off at a later date.
- (d) Subject to approval, overtime may be compensated by a combination of ATA and a paid component.

- 4.3.3 An employee recalled to perform duty after completing ordinary hours or at least two hours prior to commencing ordinary hours shall be compensated in accordance with clause 4.3.2 above either by the payment at overtime rates with a minimum payment of two hours or by accumulation of ATA:

Provided that, for the purposes of this clause, the term “ordinary hours” means those hours which fall between the agreed nominal starting and finishing times of individual employees on a daily basis.

- 4.3.4 Where applicable, overtime shall be paid at the following rates:

Monday to Saturday: Time and a-half for the first three hours and double time thereafter.

Sunday: Double Time.

- 4.3.5 Subject to clause 4.3.2 herein, an employee directed to work overtime on either the first, third, fifth or seventh days of such employee's rest days during an accounting period shall be paid at the rate of time and a-half for the first three hours and double time thereafter with a minimum of two hours' work or payment therefore.
- 4.3.6 Subject to clause 4.3.2 herein, an employee directed to work overtime on either the second, fourth, sixth or eighth days of such employee's rest days during an accounting period shall be paid at the rate of double time, with a minimum of two hours' work or payment therefore.
- 4.3.7 Clauses 4.3.5 and 4.3.6 herein shall not apply to work performed on an employee's accumulated day off as a result of such employee working ordinary hours over less than five days in any week.

#### **4.4 Weekend Work**

- 4.4.1 All ordinary time worked between midnight Friday and midnight Saturday (not being overtime) shall be paid for at the rate of time and a-half. All ordinary time worked between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

- 4.4.2 Provided that with agreement between the Commissioner and the employee concerned, an employee may be compensated by, in addition to the payment of salary at ordinary rates for that day, being allowed to take equivalent time off in lieu of being paid the applicable penalty.

Two options are thus available.

- (a) payment in accordance with stipulated penalty; or
- (b) payment for the weekend day ordinary rates of pay PLUS equivalent time off in lieu (under the terms of the ATA as prescribed at clause 4.2 of this Appendix).

In option (b), time off in lieu is accumulated on the basis of half time in lieu of the Saturday penalty and equal time in lieu of the Sunday penalty for actual time worked.

There must be agreement between the parties as to which option shall apply. Provided that in the event of the supervisor and employee not reaching agreement, such work will be compensated at the appropriate weekend rate prescribed in clause 4.4.1.

#### **4.5 Occasional Shift Work (performed by a non-shift employee) to meet operational requirements**

Where non shift work employees are required to work occasional shift work as determined by the Commissioner:

- (a) access to ATA continues to apply;
- (b) paid overtime (if applicable) continues to be paid at the non-shift worker rate.

- 4.5.1 Where management determines that operational requirements occasionally require employees to work all or a substantial part of their standard day on any one day outside their ordinary hours of work, such employees may be compensated as shift workers for such period if there is mutual agreement by employees so affected to work as required:

Provided that no arrangements in this regard are to commence with less than 48 hours' notice.

- 4.5.2 The conditions applying to these arrangements are limited to:

- (a) the payment of the 15% afternoon or night shift allowance for work performed on Monday to Friday (inclusive);
- (b) the weekend penalty rates as prescribed in clause 5.3.2 of this Appendix.

- 4.5.3 Any agreement made under these arrangements shall be recorded, signed by either the employees or their representative and the relevant supervisor. Such record shall be maintained at the work place to which it relates.

- 4.5.4 These provisions will apply where a non-shift employee works occasional penalty or shift work.

- (a) The starting time of a particular shift shall dictate the penalty which may be applicable.
- (b) In no circumstances shall the penalties prescribed for shift allowance, weekend rates, or public holidays be combined for the same period of work.

For example:

- (i) A shift commencing at 6pm on a Friday evening will attract a 15% allowance for the entire shift.



- (ii) A shift commencing on Saturday at 8pm and concluding on a Sunday at 4am attracts payment for the entire shift at the Saturday rate of time and a half.
- (iii) A shift commencing on a public holiday and concluding on a weekend day will attract the public holiday penalty for the entire shift.

#### **4.6 Public Holidays**

The Public Holidays provisions prescribed in the relevant Award apply unless specifically overridden or unless inconsistent with any provisions of this Appendix.

### **PART 5: HOURS OF WORK- SHIFT EMPLOYEES**

#### **5.1 Hours of Work**

5.1.1 Employees shall work day, afternoon and/or night shifts as required by the Employer so that the ordinary hours shall not exceed 145 hours or 152 hours as applied to General Employees and Nurses over a four week period. Provided that where ordinary working hours are to exceed 10 hours up to a maximum of 12 hours on any day or afternoon shift and/or eight hours on any night shift, the arrangement of hours and conditions shall be subject to the agreement of the Commissioner and either the relevant Union or the representative of the employees so affected.

Any arrangement to work regular hours in excess of the standard day does not attract overtime consideration.

5.1.2 The ordinary working hours shall be worked in accordance with the following:

- (a) A "day shift" shall commence at or after 6 am and before 12 noon;
- (b) An "afternoon shift" shall commence at or after 12 noon and before 6 pm;
- (c) A "night shift" shall commence at or after 6 pm and before 6 am.

5.1.3 Shifts shall be worked according to a roster implemented in accordance with clause 3.1 or 3.2.

5.1.4 Employees shall be notified of their rostered hours at least one work cycle in advance of the roster.

5.1.5 Changes within a roster shall be made in accordance with clause 15.2 of the relevant Award.

The supervisor may approve of a change to the rostered shifts where mutually agreed between one employee and another.

5.1.6 Notwithstanding any of these provisions, no shift worker shall perform more than two consecutive shifts.

If work is undertaken on the second of two consecutive shifts and such work is to be compensated by paid overtime, such payment shall be paid at double time (i.e. the overtime rate for shift workers).

5.1.7 All shift employees shall be allowed a minimum of 30 minutes for a meal break to be taken between the third and sixth hour from the commencement of duty. Meal breaks are to be taken so as not to interfere with operational requirements:

Provided that the hours of duty of shift workers shall be inclusive of meal breaks. No deduction shall be made from an employee's salary for meal breaks taken.

## 5.2 Overtime

- 5.2.1 Overtime applies to all approved time worked in excess of the ordinary rostered hours of work.
- 5.2.2 All authorised overtime for shift workers shall be paid in accordance with clause 18.3 of the relevant Award.
- 5.2.3 An employee recalled to perform duty after completing an ordinary shift or at least two hours prior to commencing an ordinary shift shall be paid at overtime rates with a minimum payment of two hours.
- 5.2.4 Shift workers shall be paid for overtime at the rate of double time.

## 5.3 Shift Work Arrangements

- 5.3.1 The starting time of a particular shift shall dictate the penalty which may be payable.

In no circumstances shall the penalties as prescribed by clause 5.3.2, 5.3.3 or 5.3.4 be combined for the same period of work.

### 5.3.2 Shift Allowance

Employees who work afternoon or night shifts (Monday to Friday inclusive) shall be paid 15% per shift in addition to the ordinary rate:

### 5.3.3 Weekend Rates

All shifts commencing between midnight on Friday and midnight on Saturday shall be paid for at one and a half times the ordinary rate; and all shifts commencing between midnight on Saturday and midnight on Sunday shall be paid for at the rate of double time.

### 5.3.4 Public Holidays

- (a) Public holidays, whether work is done upon them or not shall be on full pay.
- (b) All work performed by any employee on a public holiday is paid for at the rate of double time and a half with a minimum of 4 hours.
- (c) All employees (other than casual employees) who work in accordance with shift work provisions, if rostered off on any public holiday shall be paid an additional day's wage for each such day on which the employee is rostered off.

*For the purposes of this clause, 'rostered off' shall mean rostered off on a day of the week which normally forms part of the employee's ordinary hours.*

Provided that the additional day's wage is **not** available to those who have a day off in addition to eight rest days for the roster period in which the public holiday occurs.

Provided further that the additional days' wage prescribed herein is payable during a period of leave where the public holiday coincides with a rest day or day off in lieu.

- (d) Public holidays that coincide with a rostered shift are not debited against an employee's leave balances where they fall during a period of leave.
- (e) Authorised overtime performed on public holidays shall be paid in accordance with clause 23.1 of the relevant Award.

### 5.3.5 Payment of Christmas Penalties

Due to the public holidays over the Christmas/New Year period, the pay system must close earlier than usual. Therefore, the penalties that would normally be paid in the pay fortnight that the Christmas public holidays fall, are to be paid on a projected basis.

This arrangement only applies to those penalties that would normally be paid in the Christmas pay fortnight if the pay closed off as per usual.

If an overpayment of such penalties occur for whatever reason (e.g. an employee's absence due to illness) for the days in question, then the Service will automatically deduct the overpayment in a subsequent pay period.

### 5.4 10 Hour break between ordinary shifts

Unless there is a justifiable reason to do otherwise, there must be a 10 hour break between ordinary rostered shifts.

A justifiable reason includes any of the following:

- (a) Where the duty to be undertaken can not be planned for and is outside of the control of the Service;
- (b) Where the work of the station, section or establishment cannot proceed without the employee in question being on duty and there is no other alternative;
- (c) Where it is imperative that the work being undertaken by the employee in question is not delayed;
- (d) Where an employee lives in close proximity to a remote locality station, it is possible for the 10 hour break requirement to be waived by mutual consent between the employee and the employee's manager, provided that the break observed in lieu thereof is not less than 8 hours.

## PART 6: PART-TIME AND CASUAL EMPLOYEES

### 6.1 Part-time employees

6.1.1 Working hours in excess of agreed part-time hours should be restricted to exceptional circumstances. However, agreed part-time ordinary daily hours may exceed the standard day 7.25 or 7.6 hours per day (whichever applies), but shall not exceed 10 hours for 7.6 hours/day workers and 9.5 hours for 7.25 hours/day workers.

6.1.2 Subject to clause 6.1.1 above, the provisions of clause 8.2 of the relevant Awards apply to part-time employees, provided that references at clause 8.2(e) of the *Queensland Public Service Officers and other Employees Award – State 2015* to “flexible hours arrangements” prescribed in that Award shall be replaced with reference to ATA Arrangements prescribed at clause 4.2 of this Appendix.

### 6.2 Casual Employees

6.2.1 Entitlements for casual employees are in accordance with the relevant Award.

## PART 7: MISCELLANEOUS PROVISIONS

### 7.1 Fatigue Leave

7.1.1 The provisions of this clause do not apply to:

- (i) employees on call where the total amount of time worked at home on recall/s does not exceed two hours per occasion of being placed on call;
- (ii) an employee who has had 10 hours continuous time off duty before being recalled;
- (iii) an employee who has received an unreasonable amount of telephone calls at home whilst on call such that his/her rest period is substantially interrupted, and who has arranged with the supervisor for a mutually agreeable starting time the next day.

Provided that the provisions of this clause apply in all other circumstance where an employee is required to attend to his/her usual place of employment in connection with a recall to duty.

The term "per occasion" as used in this clause, shall mean any period of time which attracts any of the allowances as outlined in the 'on call' entitlements specified herein.

- 7.1.2 Subject to clause 7.1.1 herein, an employee who works so much overtime between the cessation of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Commissioner, such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period, and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

## **7.2 Rest Pauses**

For the purposes of this clause the taking of a meal break does not interrupt the continuity of ordinary hours worked.

Where practicable, all employees who work at least six continuous working hours shall be entitled to a pause(s) totalling 20 minutes per day to be taken at times to suit operational requirements as determined by the supervisor:

Provided that where at least four continuous ordinary hours are to be worked the entitlement shall be 10 minutes within the four hours.

The proviso regarding four hours being worked is not intended to deny a 10 minute rest pause (to suit operational requirements) where an employee accesses time off in accordance with ATA for any period of the day.

## **7.3 Consolidation of Leave Loading for Non Shift Workers**

- 7.3.1 All non-shift working employees will be paid annual leave loading once per year. Such payment will occur on the first full pay in December of each year based on accruals as at 1 December of that year.
- 7.3.2 The parties are agreed that employees working in areas that include shift work and non-shift work will be paid their annual leave loading at the time annual leave is taken. Provided that non-shift working employees who have relieved as a shift worker or who have undertaken occasional shift work during the 12 month period up to but excluding 1 December each year (i.e. on 1 December the employee is working as a non-shift worker) will be paid leave loading on the first full pay in December of each year based on accruals as at 1 December of that year.
- 7.3.2 Annual leave loading for shift workers will be paid on the employee's shift status at the time of accessing leave.
- 7.3.3 The leave loading in all instances will be calculated on the basis of 17.5% on four weeks annual leave per year.

## **7.4 Potentially Traumatic Events and Mental Health First Aid**

- 7.4.1 From the date of operation of this Agreement an employee will be entitled to a maximum of 3 days paid leave when the employee has been exposed (including via telephone or radio) to a potentially traumatic event/critical incident.

For the purpose of this clause a critical incident will include the examples provided in the *Psychological first aid for managing critical incidents: A manual for Supervisors / OICs / Managers*, and other critical incidents as determined by the Commissioner.

- 7.4.2 This leave will be in addition to any other paid leave the officer is entitled to and will be granted by the Commissioner subject to operational requirements, and not unreasonably refused.
- 7.4.3 The Service will review, through the ACC, the support provided to employees under this Agreement where they are exposed to a critical incident or potentially traumatic event, including mental health first aid, prioritising those areas identified as having increased risk such as communications rooms, Policelink and front counter roles in police stations.
- 7.4.4 The Service will undertake a program to educate employees under this Agreement about the support available in relation to critical incidents, potentially traumatic events and mental health first aid.

**APPENDIX 17: RESIDENTIAL TENANCIES EMPLOYING OFFICE**

**Continuing, reviewed and updated provisions originally prescribed in the *Residential Tenancies Authority Development Agreement, 1996***

**1. Annual leave**

Annual leave shall be able to be accessed by employees on a half pay basis for the life of this Agreement subject to operational requirements of the RTA.

**2. Organisation Change and Consultation**

The employer commits to continue to implement and apply the Organisational Change Guideline developed in consultation with Together Queensland.

The employer commits to develop, in consultation with Together Queensland, templates for the consultation process within 3 months of the date of this Agreement.

The guideline will remain in place for the lifetime of the Agreement and may only be amended in consultation with Together Queensland.

**3. Workload**

The employer is to provide relevant unions with a list of resignations (consisting of job title and work location), whether the vacancy has been filled and the strategy to fill the vacancy or reallocate workload, 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.

**APPENDIX 18: SAFE FOOD PRODUCTION AUTHORITY**

**Continuing, reviewed and updated provisions originally prescribed in the *Safe Food Enterprise Development – Certified Agreement 2002***

**1. Study Leave**

The provisions of the Ministerial Directive relating to “Study and Examination Leave” issued and amended under section 54 of the *Public Service Act 2008*, will continue to apply to Safe Food Production Queensland employees covered by this Agreement.

**2. Paid Parental Leave**

The provisions of Ministerial Directive relating to “Paid Parental Leave” issued and amended in accordance with section 54 of the *Public Service Act 2008*, will continue to apply to Safe Food Production Queensland employees covered by this Agreement.

**APPENDIX 19: EMPLOYEES COVERED BY THE BUILDING, ENGINEERING AND MAINTENANCE SERVICES EMPLOYEES (QUEENSLAND GOVERNMENT) AWARD – STATE 2016 ENGAGED IN THE BUILDING TRADES STREAM**

**PART 1: APPLICATION**

**1.1 Application**

1.1.1 The terms of this Appendix shall apply to employees covered by the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award State – 2016* (BEMS Award) engaged in the building trades stream.

**1.2 Relationship with other industrial instruments**

1.2.1 Clause 12.3(a), Schedule 1 and Schedule 4.1 of the BEMS Award or the provisions as amended by the parties to that award, shall continue to define the criteria to progress between the various classifications for building trades employees contained in this Agreement.

1.2.2 Additional paypoints between BT1 and BT3 classifications shall be accessible to enable employees to access 50% of the wage rate applicable when half the next level of competency is demonstrated by the employee concerned, and is also required in the workplace. Such additional paypoints will be payable following assessment in the workplace in accordance with current and applicable competency standards.

Additional mid-points will be payable on the following basis:

<b>Paypoints</b>	<b>Progression Criteria</b>	<b>Calculation of Paypoints</b>
BT1	As prescribed by clause S4.1.2 of the BEMS Award and the relevant competency standards for BT1.	BT1 rate as prescribed by this Agreement.
BT1 midpoint	50% of the competency points as prescribed by clause S4.1.2 of the BEMS Award and the relevant competency standards required for assessment from BT1 to BT2.	BT1 rate as prescribed by this Agreement plus 50% of the difference between BT1 and BT2 as prescribed by this Agreement.
BT2	As prescribed by clause S4.1.2 of the BEMS Award and the relevant competency standards for BT2.	BT2 rate as prescribed by this Agreement.
BT2 midpoint	50% of the competency points as prescribed by clause S4.1.2 of the BEMS Award and the relevant competency standards required for assessment from BT2 to BT3.	BT2 rate as prescribed by this Agreement plus 50% of the difference between BT2 and BT3 as prescribed by this Agreement.
BT3	As prescribed by clause S4.1.2 of the BEMS Award and the relevant competency standards for BT3.	BT3 rate as prescribed by this Agreement.
BT3 midpoint	An additional six competency points of relevant structured training from another Trade or Post Trade in addition to the requirements for a BT3.	BT3 rate as prescribed by this Agreement plus 50% of the difference between BT3 and the CW8 classification from the <i>Civil Construction, Operations and Maintenance General Award – State 2016</i> (115% rate) as prescribed by this Agreement.

1.2.3 Re-assessment for building trades employees remunerated between BT1 and BT3 may only occur after a period of at least 6 months has elapsed since the employee was last assessed.



**APPENDIX 20: EMPLOYEES COVERED BY THE BUILDING, ENGINEERING AND MAINTENANCE SERVICES EMPLOYEES (QUEENSLAND GOVERNMENT) AWARD – STATE 2016 ENGAGED IN THE ENGINEERING STREAM**

**PART 1: APPLICATION**

**1.1 Application**

1.1.1 The terms of this Appendix shall apply to employees covered by the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016* (BEMS Award) engaged in the engineering stream.

**1.2 Relationship with other industrial instruments**

1.2.1 Schedules 2 and 4.2 of the BEMS Award and the National Metal and Engineering Competency Standards Implementation Guide, or those clauses as amended by the parties to that award, shall continue to define the criteria to progress between the various classifications for engineering employees contained in this Agreement.

1.2.2 Additional mid-points (AMP) between C10 and C7 classifications will be accessible to enable employees to access 50% of the wage increase applicable when half the next level of competency is demonstrated by the employee concerned, and is also required in the workplace. The mid-points will be payable following assessment in the workplace.

Additional mid-points will be payable on the following basis:

<b>Paypoint</b>	<b>Progression Criteria</b>	<b>Calculation of AMP Rate</b>
C10	As prescribed by schedule 2 and 4.2 of the BEMS Award and the National Metal and Engineering Competency Standards Implementation Guide for C10.	C10 rate as prescribed by Appendix 3 of this Agreement.
C10midpoint	50% of the competency points as prescribed by clause schedules 2 and 4.2 of the BEMS Award and the National Metal and Engineering Competency Standards Implementation Guide required for assessment from C10 to C9.	C10 rate as prescribed by Appendix 3 of this Agreement plus 50% of the difference between C10 and C9 as prescribed by Appendix 3 of this Agreement.
C9	As prescribed by schedules 2 and 4.2 of the BEMS Award and the National Metal and Engineering Competency Standards Implementation Guide for C9.	C9 rate as prescribed by Appendix 3 of this Agreement.
C9midpoint	50% of the competency points as prescribed by schedules 2 and 4.2 of the BEMS Award and the National Metal and Engineering Competency Standards Implementation Guide required for assessment from C9 to C8.	C9 rate as prescribed by Appendix 3 of this Agreement plus 50% of the difference between C9 and C8 as prescribed by Appendix 3 of this Agreement.
C8	As prescribed by schedules 2 and 4.2 of the BEMS Award and the National Metal and Engineering Competency Standards Implementation Guide for C8.	C8 rate as prescribed by Appendix 3 of this Agreement.
C8midpoint	50% of the competency points as prescribed by schedules 2 and 4.2 of the BEMS Award and the National Metal and Engineering Competency Standards Implementation Guide required for assessment from C8 to C7.	C8 rate as prescribed by Appendix 3 of this Agreement plus 50% of the difference between C8 and C7 as prescribed by Appendix 3 of this Agreement.
C7	As prescribed by schedules 2 and 4.2 of the BEMS Award and the National	C7 rate as prescribed by Appendix 3 of this Agreement.

Metal and Engineering Competency  
Standards Implementation Guide for  
C7.

C7midpoint	50% of the competency points as prescribed by schedules 2 and 4.2 of the BEMS Award and the National Metal and Engineering Competency Standards Implementation Guide required for assessment from C7 to C6.	C7 rate as prescribed by Appendix 3 of this Agreement plus 50% of the difference between C7 and C6 as prescribed by Appendix 3 of this Agreement.
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- 1.2.3 Re-assessment for engineering employees remunerated between C10 and C7 may only occur after a period of at least 6 months has elapsed since the employee was last assessed.

## APPENDIX 21: EMPLOYMENT SECURITY POLICY

### 1. Introduction

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

The Government is committed to maximum employment security<sup>7</sup> for permanent government employees (as outlined in section 2 – Application) by developing and maintaining a responsive, impartial and efficient government workforce as the preferred provider of existing services to Government and the community. The workforce’s commitment to continue working towards achievement of best practice performance levels makes this commitment possible.

The Government is also committed to providing stability to the government workforce by curbing organisational restructuring. The focus will be on pursuing performance improvement strategies for the government workforce to achieve “best value” delivery of quality services to the community, in preference to restructuring, downsizing or simply replacing government workers with non-government service providers. A greater emphasis will be placed on effective change management, which together with workforce planning, career planning and skills development will ensure that the government workforce has the flexibility and mobility to meet future needs.

Further, the Government undertakes that permanent government employees will not be forced into unemployment as a result of organisational change or changes in agency priorities other than in exceptional circumstances. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities, and involuntary redundancy will only occur in exceptional circumstances, and only with the approval of the Commission Chief Executive, Public Service Commission.

### 2. Application

This policy applies to all permanent employees of Queensland Government agencies (including departments, public service offices, statutory authorities and other government entities as defined under the *Public Service Act 2008*).

This policy does not apply to government employees who are subject to disciplinary action which would otherwise result in termination of employment, or who are not participating in reasonable opportunities for retraining, deployment or redeployment.

### 3. Authority

This policy was approved by Cabinet on 30 March 2015.

### 4. Policy

#### 4.1 Permanent Employment

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

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<sup>7</sup> Employment security is a commitment to continuing employment in government, as distinct from job security. This distinction recognises that jobs may change from their current form, as the skills mix and composition of the government workforce vary to meet changing government and community service needs.

## 4.2 Organisational change and restructuring

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

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

- (a) that will significantly impact on the government workforce (e.g. significant job reductions, deployment to new locations, alternative service delivery arrangements, etc). The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within agencies, and ordinarily organisational restructuring should not result in large scale "spilling" of jobs.
- (b) that will have major social and economic implications, particularly in regional and rural centres where the government is committed to maintaining government employment. Proposals affecting these centres need to carefully evaluate the impact on communities to ensure that short-term efficiency gains are balanced against the long-term social and economic needs of these communities.

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

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

## 4.3 Employees affected by organisational change

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

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

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

## 4.4 Consultation

For further advice on the application of this policy, agencies should consult with the Office of Industrial Relations.

## APPENDIX 22: QUEENSLAND GOVERNMENT POLICY ON THE CONTRACTING-OUT OF SERVICES

### 1. Application

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

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

In this regard, the government has restored the following policy on contracting-out of services as part of its commitment to restoring fairness for the government workforce. This policy<sup>8</sup> applies to all Queensland Government agencies (including departments, public service offices, statutory authorities, and other government entities as defined under the Public Service Act 2008) and all tenured employees of these agencies. The government recognises that, in the case of Queensland Health (comprising the Department of Health and the Hospital and Health Services), public health services are provided through a mix of in-house delivered services and partnerships with non-government, community and private sector health providers.

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

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

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

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

### 2. Authority

This policy was released on 16 January 2016.

### 3. Policy

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

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

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

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<sup>8</sup> This policy should be read in conjunction with applicable industrial instruments.

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 23: QUEENSLAND GOVERNMENT COMMITMENT TO UNION ENCOURAGEMENT**

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

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

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

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