

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

State of Queensland (TAFE Queensland)

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland

The Electrical Trades Union of Employees Queensland

Queensland Nurses and Midwives' Union of Employees

Together Queensland, Industrial Union of Employees

United Voice, Industrial Union of Employees, Queensland

(Matter No. CB/2020/58)

TAFE QUEENSLAND (TAFE SERVICES EMPLOYEES) CERTIFIED AGREEMENT 2019

Certificate of Approval

On 21 August 2020 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement:	<i>TAFE Queensland (TAFE Services Employees) Certified Agreement 2019</i>
Parties to the Agreement:	State of Queensland (TAFE Queensland) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland The Electrical Trades Union of Employees Queensland Queensland Nurses and Midwives' Union of Employees Together Queensland, Industrial Union of Employees United Voice, Industrial Union of Employees, Queensland
Operative Date:	21 August 2020
Nominal Expiry Date:	31 August 2022
Previous Agreements:	<i>TAFE Queensland (TAFE Services Employees) Certified Agreement 2016</i>
Termination Date of Previous Agreements:	21 August 2020 (Matter No CB/2020/57)

By the Commission

S C PIDGEON
Industrial Commissioner

21 August 2020

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

State of Queensland (TAFE Queensland)

AND

Together Queensland, Industrial Union of Employees and others

(No. CB/2020/58)

TAFE QUEENSLAND (TAFE SERVICES EMPLOYEES) CERTIFIED AGREEMENT 2019

This AGREEMENT, having been made under the *Industrial Relations Act 2016*, on the 21 August 2020, BETWEEN the Chief Executive Officer of TAFE Queensland AND Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; The Electrical Trades Union of Employees Queensland; Queensland Nurses and Midwives' Union of Employees; Together Queensland, Industrial Union of Employees; and United Voice, Industrial Union of Employees, Queensland, witness that the parties mutually agree as follows:

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PART 1 - Title and Operation

1. Title

This Agreement is known as the *TAFE Queensland (TAFE Services Employees) Certified Agreement 2019*.

2. Operation

- (a) This Agreement operates from the date of certification until the nominal expiry date of 31 August 2022.
- (b) The parties agree to commence negotiations no later than five months prior to the expiry of this Agreement, with a view to negotiating and settling a replacement Agreement.

3. Definitions and interpretation

Unless the context otherwise requires, in this Agreement:

Act means the *Industrial Relations Act 2016*.

Australian Qualifications Framework (AQF) means the national system of recognition for the issues of vocational qualifications.

Award means the *TAFE Queensland Award – State 2016*.

Family and Domestic Violence means any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former).

QES means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act.

Region means any technical and further education unit of administration operated by TAFE Queensland that provides vocational education and training pursuant to the *TAFE Queensland Act 2013*.

4. Coverage

- (a) This Agreement applies to TAFE Services employees covered by the *TAFE Queensland Award – State 2016* (the Award).
- (b) Notwithstanding clause 4(a), only Appendix 1, clauses 1.6 and 1.7 of this Agreement will apply to the following callings of certain short term casual employees and pieceworkers as prescribed in Schedule 7 of the Award:
 - (i) Short term Casual employees:
 - (A) Nurse Facilitator;
 - (B) Interpreter for the hearing impaired;
 - (C) Clothed Art Model;
 - (D) Nude/Semi Nude Art Model;
 - (E) Plaster Body Casting Art Model; and
 - (F) Art/Figure Photo Model.
 - (ii) Pieceworker employees engaged to supervise exams (other than an *International English Language Test System* exam).

5. Posting of Agreement

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

6. Award, Industrial Instruments and this Agreement

This Agreement is to be read in conjunction with the Award and industrial instruments covering employees covered by this Agreement. In the event of any inconsistency with existing awards and industrial instruments, the terms of this Agreement will take precedence.

7. Replacement Agreement

This Agreement replaces the *TAFE Queensland (TAFE Services Employees) Certified Agreement 2016*.

8. Objectives of This Agreement

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

9. Equity Considerations

- (a) 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.
- (b) In addition, 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*.

10. New wage rates

- (a) Subject to more beneficial rates being applied in accordance with the Award and clause 15(f)-(g), the minimum wage increases to be applied on the last agreement rates as contained within the *TAFE Queensland (TAFE Services Employees) Certified Agreement 2016* will apply as follows:
 - (i) a 2.5% per annum wage increase from 1 September 2019;
 - (ii) a 2.5% per annum wage increase from 1 September 2021; and
 - (iii) a 2.5% per annum wage increase from 1 March 2022.
- (b) The parties acknowledge that the wage increase applying from 1 September 2019 in clause 10(a)(i) above has been paid in advance of certification in accordance with the *Industrial Relations Act 2016* (Chapter 15A) and will be absorbed into the future wage increases set out in clauses 10(a)(ii-iv).
- (c) The salary schedules reflecting the rates payable at 1 September 2019 are set out in Appendix 1 of this Agreement. Salary schedules for rates payable for future years in light of clauses 15(f) and 15(g) will be published on the TAFE Queensland Staff Intranet.

11. One-off payment

- (a) A one-off payment of \$1250 (*pro rata* for part-time and casual employees) will be payable following certification of this Agreement to eligible employees identified in this clause. An eligible employee is defined as:
 - (i) a permanent or temporary employee employed under this Agreement as at the date of certification of this Agreement; or

- (ii) a casual employee employed under this Agreement as at the date of certification. A casual employee is defined as an employee who has 'continuity of service', that is, must have worked for TAFE Queensland at some point in the 3 months immediately prior to the date of certification.
- (b) The one-off payment will be paid as soon as practicable following the certification date of this Agreement by the QIRC and will not form part of future certified agreements.
- (c) The \$1250 one-off payment will be paid *pro rata* to part-time employees based on their average ordinary hours over the preceding 12 months from certification or if higher, their part-time fraction as at the date of certification (capped at \$1250).
- (d) For casual employees, the *pro rata* payment will be based upon the average ordinary hours worked by that casual employee in the preceding 12 months prior to the date of certification (capped at \$1250).
- (e) This payment is a one-off payment, subject to tax and will not form part of base salary.
- (f) Employees who have ceased employment prior to the date of certification will not be eligible for the payment.
- (g) Eligible employees who have returned from parental leave on a part-time arrangement between the operative date of this Agreement and the date of certification of this Agreement, will have their payment calculated based upon the greater of their full-time equivalent employment status:
 - (i) Immediately prior to commencing parental leave; or
 - (ii) As at the certification date of this Agreement.

12. Existing conditions of employment

- (a) The making of this Agreement is not intended to decrease entitlements or terms and conditions of employment as they existed immediately prior to the commencement of this Agreement by reason only of the coming into force of this Agreement.
- (b) As such, no employee is to suffer any loss or diminution of entitlements or terms of conditions of employment enjoyed immediately prior to the commencing of this Agreement.
- (c) 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.

13. Enterprise bargaining commitments

During the life of the Agreement the parties agree to:

- (a) Develop a procedure that outlines the process for the review of the employment status of casual employees after 12 months of regular and systematic employment;
- (b) Insert flexible work application provisions from Division 4 of the *Industrial Relations Act 2016* into an instrument within the TAFE Queensland policy and procedure framework;
- (c) Review the TAFE Queensland *Disciplinary* procedure and ensure that it sets out the process, responsibilities and accountabilities for discipline and to consult with relevant unions on the finalised procedure within 3 months of the date of certification of this Agreement. TAFE Queensland also commits to consult with relevant unions on any subsequent reviews of the procedure; and
- (d) Develop a fact sheet for Local Consultative Committee members' responsibilities and for this to be used for committee member training.

14. Joint statements

- (a) Joint statements may be developed and issued to provide clarity on matters that represent an agreed position of TAFE Queensland and the relevant Union/s.

- (b) Where a joint statement is issued, TAFE Queensland, the Union/s and affected employees will comply with the joint statement for the life of this Agreement.

15. No further claims

- (a) This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.
- (b) This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- (c) It is agreed that the following changes may be made to employee's rights and entitlements during the life of this Agreement:
 - (i) General Rulings (including State Wage Case decisions) and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
 - (ii) any improvements in conditions that are determined on a whole-of-government basis; and
 - (iii) reclassifications.
- (d) It is agreed that any increases in monetary amounts or other entitlements as a result of Queensland Industrial Relations Commission decisions or government policy will be applied.
- (e) 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 human resource policies that prescribe employment conditions formerly provided by a Directive at the date this Agreement was made will not be reduced for the life of this Agreement.
- (f) Notwithstanding the minimum wage rates payable in accordance with clause 10(a), the parties agree that wage rates payable under this Agreement will be amended by applying the outcome of the Wages Determination arising from the *State Government Entities Certified Agreement 2019*, as it applies to the period 1 September 2019 to 31 August 2022.
- (g) For the purposes of this Agreement, a Wages Determination of the *State Government Entities Certified Agreement 2019* (Wages Determination) means:
 - a. A decision of the Queensland Industrial Relations Commission; or
 - b. Mutual agreement between the parties; and
 - c. In relation to the *State Government Entities Certified Agreement 2019*.
- (h) The parties anticipate that Whole of Government policy may be amended in response to the Review of the Industrial Relations Framework and other works carried out over the life of this Agreement by the Public Service Commission and Gender Equity Employment Commissioner. TAFE Queensland is committed to amending employee entitlements with respect to gender equity in accordance with changes to Whole of Government policy, where there is no diminution of entitlements. Amendments could include, but are not limited to, parental leave, annual progressions regardless of employment fraction and employment security.

PART 2 - Dispute Resolution

16. Prevention and settlement of disputes

- (a) 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.

- (b) 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 will be prejudiced as to the final settlement by the continuation of work.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures will apply:
 - Stage 1: The matter will be referred by the union representative and/or the employee(s) to the appropriate management representative who will arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days.
 - Stage 2: Consideration by a sub-committee of the Local Consultative Committee comprised of TAFE Services staff and management representatives, which may include the General Manager, with recommendations to the team/management within two days.
 - Stage 3: If either party is not satisfied with the outcome from Stage 2, the matter may be referred by either party to both employee representatives and officers from the TAFE Queensland Corporate Human Resources for consideration and action within seven days.
 - Stage 4: If either party is not satisfied with the outcome from Stage 3 of this process, the matter may be referred by either party to the TAFE Queensland Consultative Committee for consideration and action within seven days.
 - Stage 5: 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.
- (e) All timelines outlined above may be altered by mutual agreement between the parties.
- (f) Nothing contained in this procedure will prevent Union/s or the TAFE Queensland from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (g) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

PART 3 - Types of Employment and Consultation

17. Permanent employment

The parties are 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. TAFE Queensland is encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

18. Employment security

TAFE Queensland is committed to maximum employment security for permanent employees by developing and maintaining a responsive, impartial and efficient public provider of Vocational Education and Training for the community.

19. Consultation

19.1 Consultation principles

- (a) Where TAFE Queensland needs to make a decision about matters that significantly impact employees' employment circumstances, TAFE Queensland is committed to consult with affected employees and the relevant Union/s.
- (b) Consultation will:

- (i) provide affected employees and the Union/s with relevant information in a timely manner;
 - (ii) allow a reasonable period of time to receive feedback and take into account and consider the views of the affected employees and the Union/s prior to the decision; and
 - (iii) provide affected employees and the Union/s with reasons for making a particular decision once a decision has been made;
- (c) Relevant information may include:
- (i) providing a rationale for a proposed change;
 - (ii) clarifying the current state;
 - (iii) a vision for the future state; and
 - (iv) proposed transitional approach from current to future state focussing on identifying employee impacts.
- (c) Notwithstanding clause 19.1(b), TAFE Queensland will not be required to disclose confidential information, the disclosure of which would be adverse to TAFE Queensland's interests.
- (d) The parties are committed to the ongoing role of the TAFE Queensland Consultative Committee and the Local Consultative Committees.

19.2 Local Consultative Committees (LCC)

- (a) Each Region will also have a local level consultative committee made up of employee and employer representatives known as the Local Consultative Committee/s.
- (b) The Local Consultative Committees may, by agreement, subsume the role/s of any other consultative forums already in place.
- (c) The purpose of the Local Consultative Committees will be to consult on a broad range of local issues affecting Regional TAFE Queensland employees and is not confined to the discussion of matters arising from this Agreement including organisational change.
- (d) In addition, the parties agree that each Local Consultative Committee will deal with the issue of workload management. The activities of each Local Consultative Committee in the area of workload management should include, but not be limited to, the following:
 - (i) to undertake research on local workload management issues;
 - (ii) to address specific workload issues referred by staff of work units, employee representatives and/or management;
 - (iii) to develop expedient processes for referral of workload issues to the Local Consultative Committee;
 - (iv) based on research, develop strategies to improve immediate and long term workload issues; and
 - (v) to assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the Workplace Health and Safety Committee.
- (e) Matters not resolved at the Local Consultative Committees may be referred to the TAFE Queensland Consultative Committee for resolution.
- (f) The composition and functions of the Local Consultative Committees will be the subject of terms of reference agreed between the parties and amended by agreement from time to time.

19.3 TAFE Queensland Consultative Committee (TQCC)

- (a) There will be a joint consultative committee made up of employee and employer representatives known as the TAFE Queensland Consultative Committee. The purpose of TAFE Queensland Consultative Committee is to oversee the implementation of the certified agreement and operate as TAFE Queensland's consultative body.
- (b) TAFE Queensland Consultative Committee will also be responsible for the resolution of matters not resolved at the local consultative committee level.
- (c) The composition and functions of the TAFE Queensland Consultative Committee will be the subject of terms of reference agreed between the parties and amended by agreement from time to time.
- (d) The parties agree that TAFE Queensland should report to the Union/s on a quarterly basis the current status of employment practices within TAFE Queensland. This report should be provided on a quarterly basis at the TAFE Queensland Consultative Committee. Specifically, the report should detail the following:
 - (i) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), and their stream allocation;
 - (ii) the number of people engaged through labour hire;
 - (iii) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
 - (iv) any significant variance in the number of permanent employees; and
 - (v) the conversion of temporary employees to permanent status.

19.4 Consultation - introduction of changes

- (a) In addition to clause 11 of the Award, TAFE Queensland is committed to providing stability by limiting organisational restructuring and contracting-out of services.
- (b) These commitments are effected through the application of the Government's policy on *Employment Security* and *Contracting-Out of Government Services*.
- (c) TAFE Queensland will provide in writing to the members of the Local Consultative Committee their intention to implement organisational changes that may affect the employment security of employees, prior to the commencement of any planned changes. This will include all information required to be provided in accordance with clause 10 and 11 of the Award. TAFE Queensland will also, where requested, provide the relevant Union/s with a listing of the affected employees comprising name, job title and work location.
- (d) It is acknowledged that management has a right to implement changes to ensure the effective delivery of services by TAFE Queensland. 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 Local Consultative Committee in a timely manner either party may refer the matter to TAFE Queensland Consultative Committee for resolution.
- (e) Permanent TAFE Queensland employees will not be forced into unemployment as a result of organisational change or changes in organisational priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and redeployment opportunities.
- (f) The TAFE Queensland activities that support the employee's active pursuit of opportunities may include:
 - (i) the appointment of a case manager;
 - (ii) suitability assessments;
 - (iii) suitability reports;

- (iv) case management review;
 - (v) salary maintenance; and
 - (vi) expression of interest in a voluntary redundancy.
- (g) There is a responsibility on the employee to meaningfully participate in the opportunities made available. Employees will comply with the deployment and redeployment activities, including the requirement that they participate actively in the deployment process.
 - (h) In exceptional circumstances TAFE Queensland may determine that all reasonable placement efforts have been undertaken and it is not appropriate to continue these efforts, in which case retrenchment may result. This may include where an employee refuses to participate or cooperate in these processes.
 - (i) TAFE Queensland must provide relevant information to the relevant Union/s when it intends to make employees redundant, where an employee may be genuinely redundant or may be retrenched. Such information must be provided at the same time TAFE Queensland's intentions are communicated to the employee. An affected employee must be provided with sufficient notice of TAFE Queensland's intention to make the employee redundant or retrenched to allow the employee to seek relevant independent advice.

19.5 Workplace health and safety consultation

- (a) Consultative mechanisms to address workplace health and safety issues will include:
 - (i) encouraging employees to elect workplace health and safety representatives to represent fellow workers in negotiations on health and safety matters; and
 - (ii) encouraging employees representation on workplace health and safety committees to monitor and implement workplace health and safety policies and procedures,
- (b) Maintenance of consultative procedures to resolve workplace health and safety issues.

PART 4 - Salary Levels, Allowances and Related Matters

20. Salary packaging

- (a) Salary packaging is available for employees covered by this Agreement.
- (b) TAFE Queensland is to apply the following principles for employees that avail themselves of salary packaging:
 - (i) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
 - (ii) there will be no additional increase in superannuation costs or to fringe benefits payments made by TAFE Queensland;
 - (iii) increases or variations in taxation are to be passed to employees as part of their salary package;
 - (iv) 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/s to an already agreed packaging arrangement;
 - (v) TAFE Queensland will pass on to the employee any Input Tax Credits it receives as part of salary packaging;
 - (vi) there will be no significant additional administrative workload or other ongoing costs to TAFE Queensland;

- (vii) any additional administrative and fringe benefit tax costs are to be met by the employee; and
- (viii) 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.
- (c) 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.
- (d) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

21. Career paths

- (a) The parties are committed to providing reasonable career opportunities to TAFE Queensland employees. The parties are committed to provide consistent and transparent classifications across TAFE Queensland.
- (b) Each Regional Local Consultative Committee will ensure 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 or other approved methodology) of their position. These processes will provide the opportunity for consultation with the relevant Union/s and may include a union representative as part of the process.
- (c) Design Principles relating to the Job Evaluation Management System 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 TAFE Queensland when finalising the review process referred to above.

22. Allowances

22.1 Recognition of accredited qualifications - TAFE Services

- (a) The parties are committed to the principle that financial recompense will be provided for TAFE Queensland employees in the specified classifications who meet the following requirements:
 - (i) an accredited qualification at the Australian Qualifications Framework level specified or higher achieved through training and assessment of competencies (including recognition of current competencies);
 - (ii) reached the maximum paypoint of the specified classification level in the Administration Stream or the Operational Stream; and
 - (iii) spent one calendar year on the maximum pay point (or, in the case of permanent part time or casual employees, have spent one calendar year and worked 1,200 hours at the maximum pay point).
- (b) The following remuneration will be paid for employees that meet the requirements in clause 22.1(a):

Qualification	Classification Level	Rate Per Fortnight \$
Certificate IV (AQF IV)	AO2	41.50
Diploma (AQF V)	AO3	42.80
Advanced Diploma (AQF VI)	AO4	44.60
Certificate III (AQF III)	OO2	20.00
Certificate IV (AQF IV)	OO3	41.50
Diploma (AQF V)	OO4/OO5	42.80
Advanced Diploma (AQF VI)	OO6	44.60

23. Reimbursement of expenses

23.1 First Aid - TAFE Services

- (a) First aid requirements including first aid officers should be determined using a risk management approach in accordance with TAFE Queensland policy on first aid.
- (b) TAFE Queensland will meet the costs associated with the training of appointed first aid personnel.

PART 5 - Hours of Work and Related Matters

24. Workload management

- (a) TAFE Queensland is committed to working with its employees and the Union/s to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore TAFE Queensland will ensure safe work environments are not compromised, and that organisational responsibilities under legislation including duty of care to all employees are complied with.
- (b) It is recognised by TAFE Queensland 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.
- (c) TAFE Queensland will 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.

25. Spread of hours Brisbane Central Business District - Support employees

- (a) Clause 25 applies to Support employees whose 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”.
- (b) In recognition of the problems associated with increased traffic congestion into the Central Business District of Brisbane and subject to a majority-approved ballot of Brisbane Central Business District employees, the parties agree to a wider ordinary spread of hours of 0600 to 1900 for full-time and part-time employees only.
- (c) 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 0700 to 0900 and 1600 to 1800.
- (d) For the purposes of application of excess travel time as prescribed in clause 33 of the Award, the ordinary spread of hours will be 0600 to 1900.
- (e) The parties affirm that the capacity for an individual employee to have an ordinary spread of hours of 0600 to 1900 by mutual agreement under these provisions will not be used as the rationale to alter customer service delivery arrangements of TAFE Queensland affected by these provisions.

26. Averaging of ordinary hours of work

- (a) Where agreed between TAFE Queensland and an 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.

- (b) 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.

PART 6 - Leave of Absence and Public Holidays

27. Paid parental leave

The parties agree that the employer-paid entitlements as prescribed will be maintained for the life of this Agreement notwithstanding the implementation of an Australian Government paid parental leave scheme.

28. Annual leave loading payment

Payment of annual leave loading will be consolidated and paid to all employees, during December of each year.

29. Cultural awareness and leave

- (a) 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.
- (b) The parties agree that access to unpaid cultural leave should continue to be available to all TAFE educational employees covered by this Agreement.
- (c) For the purposes of this Agreement, the parties agree that all employees covered by this Agreement will be eligible to have an application for unpaid cultural leave considered by the Chief Executive Officer. Any application for unpaid cultural leave will be considered by reference to the discretionary powers of the Chief Executive Officer for special leave.
- (d) Appropriate purposes for which such leave may be obtained include:
 - (i) An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes or Torres Strait Islander ceremonial purposes.
 - (ii) These days may include but will not be limited to tombstone openings, smoking of houses, initiation ceremonies, National Aborigines and Torres Strait Islanders Observance Day, Coming of the Light or to attend other such ceremonies deemed by the elders to be significant.
 - (iii) An employee who is legitimately required by their cultural background (and who is not an Aboriginal or Torres Strait Islander person), to be absent from work for cultural purposes.
 - (iv) These days may include but will not be limited to ceremonial mourning days, New Year celebrations, significant national or memorial days, ceremonial activities that occur on one and/or number of consecutive days.
 - (v) Notwithstanding these provisions the employer may allow any employee to attend significant traditional or ceremonial functions that culturally the employee is required to attend.
- (e) Each application for unpaid cultural leave will be considered on a case by case basis and be subject to operational convenience.
- (f) Nothing contained within this clause will be able to be construed as a guarantee that an application for unpaid cultural leave will be approved.
- (g) For the purposes of this Agreement, an eligible employee may access up to 10 days cultural leave per annum. All cultural leave will be without pay.
- (h) An application for unpaid cultural leave will not be unreasonably rejected by the Chief Executive Officer.

30. Access to long service leave as culture leave

Notwithstanding the entitlements in clause 35 of this Agreement, an employee may apply for long service leave as cultural leave provided that:

- (a) they are an eligible employee;
- (b) the cultural leave is sought for an appropriate purpose as outlined in clause 34 of this Agreement;
- (c) the period of leave sought is not less than one day;
- (d) the employee has long service leave available;
- (e) such application will be subject to the TAFE Queensland policy on long service leave; and
- (f) approval of applications for long service leave made on this basis will not be unreasonably withheld.

31. Access to cultural leave as other leave

In addition to the provisions of Division 4 of the QES, eligible employees may access cultural leave:

- (a) as recreation leave;
- (b) as special leave (paid or unpaid);
- (c) in lieu of public holidays (where operational circumstances permit);
- (d) as accrued time leave; or
- (e) at the required time with such time made up at a later date.

32. Family and domestic violence leave

- (a) An employee who is affected by domestic and family violence is entitled to up to 10 days per year of leave on full pay. Leave will be granted where the Chief Executive Officer, or authorised delegate, is satisfied that the employee requires the leave as the employee is affected by domestic and family violence. The absence of supporting documentation should not be a reason for the leave being denied.
- (b) The employee does not have to use other leave entitlements before accessing this leave and it can be taken as consecutive days, single or part days.
- (c) The leave could be taken to attend medical, legal, police or counselling appointments, attend court or other legal proceedings, organise alternative accommodation, care or education arrangements for the purpose of attending to matters arising from domestic and family violence.
- (d) The employee may access further paid or unpaid leave (in accordance with the Special Leave policy), once this leave has been exhausted, to attend to matters arising from domestic and family violence.

33. Extra leave for proportionate salary (purchased leave)

Where agreed between TAFE Queensland and an employee, and subject to policy requirements, an employee 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 TAFE Queensland.

34. No loss of show day

In addition to the provisions of Division 7 of the QES, an employee required to work at an alternative location to their usual place of work on the day of the show holiday, is entitled to a day off in lieu to be taken by mutual agreement with TAFE Queensland.

35. Annual leave payments and loading

- (a) Wages payable for periods of annual leave will not be paid in advance except in circumstances considered exceptional including, but not limited to, travel to international or remote locations causing hardship; and
- (b) In the case of employees who are entitled to the 17.5% annual leave loading, four weeks' annual leave loading will be paid during December of each year.

PART 7 - Transfers and Related Matters**36. Employee-initiated transfers**

An employee may request to transfer to another work location and have the transfer facilitated by TAFE Queensland where operationally possible and convenient.

PART 8 - Training and Related Matters**37. Training**

- (a) The parties to this Agreement recognise an ongoing commitment to training and development.
- (b) It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives.
- (c) In addition to mandatory training, 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 TAFE Queensland's' service delivery while enhancing job satisfaction and employees' professional growth.
- (d) Training and assessment of competencies may be provided in accordance with the Public Services Training Package or other accredited programs relevant to entity needs to enable employees to meet the requirements of clauses 16.1 of this Agreement.
- (e) While it is agreed that employees must undertake and complete mandatory staff training, mandatory staff training is not professional development.

PART 9 - Discipline and Suspension**38. Discipline penalties - for an employee other than a Cleaner (see Appendix 2 Cleaners Arrangements)**

- (a) Where there are grounds for discipline, TAFE Queensland may impose one or more of the following disciplinary penalties:
 - (i) a reprimand;
 - (ii) reduction of classification level and consequential change of duties (where applicable);
 - (iii) forfeiture, deferment or reduction of an employee's increment; or
 - (iv) termination of employment.
- (b) Depending on the circumstances, TAFE Queensland may determine that other management interventions are reasonably required to respond to the findings and to ensure the effective and harmonious functioning of the workplace. These may include:
 - (i) a warning (including an additional warning or warnings to one or more previous warnings, and in appropriate cases the warning may be expressed as a "final warning");
 - (ii) providing the employee with additional training;

- (iii) placing the employee on a managing unsatisfactory performance plan;
 - (iv) a change of the employee's duties;
 - (v) a transfer; or
 - (vi) redeployment.
- (c) TAFE Queensland may impose either or both disciplinary penalties and management interventions.

39. Suspension

- (a) TAFE Queensland may, by notice, suspend an employee, other than a Cleaner (**see Appendix 2 Cleaners Arrangements**), from duty, with or without their normal remuneration, if TAFE Queensland reasonably believes the proper and efficient management of the organisation might be prejudiced if the employee is not suspended and no appropriate alternative duties are reasonably available for the employee to perform.
- (b) If the employee is suspended from duty without normal remuneration, the employee will be afforded natural justice.
- (c) Continuity of the employee's service is not broken by suspension.
- (d) TAFE Queensland may cancel a suspension at any time.

PART 10 - Union Related Matters

40. Union encouragement

- (a) TAFE Queensland 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.
- (b) An application for union membership and information on the relevant Union/s will be provided to all employees at the point of engagement.
- (c) Information on the relevant Union/s will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.
- (e) TAFE Queensland is to provide relevant Union/s with complete lists of new starters (consisting of name, job title, work email and work location) to the workplace on a quarterly basis, unless agreed between the relevant entity and union to be on a more regular basis. This information is to be provided electronically.
- (f) TAFE Queensland is also required where requested to provide relevant Union/s with a listing of current employees comprising name, job title, work email and work location. This information will 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 employee information to relevant Union/s will be consistent with the principles outlined in Chapter 9 of the *Industrial Relations Act 2016*. This information is to be provided electronically.

41. Union delegates

- (a) TAFE Queensland 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.
- (b) TAFE Queensland 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.
- (c) 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.

- (d) 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.

42. Industrial Relations Education Leave

- (a) 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.
- (b) Before TAFE Queensland approves such leave the union must provide TAFE Queensland 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, TAFE Queensland must be satisfied that the proposed course is within the terms of clause 42(a).
- (c) Employees may be granted up to five working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by TAFE Queensland.
- (d) Additional leave, over and above five working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than five working days (or the equivalent). Such leave will be subject to consultation between TAFE Queensland, the employee and the relevant union.
- (e) Upon request and subject to approval by the Chief Executive Officer (or delegated authority) of the TAFE Queensland, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and Australian Council of Trade Unions Congress.
- (f) 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 TAFE Queensland/work unit concerned. At the same time such leave will not be unreasonably refused.
- (g) At the discretion of TAFE Queensland, employees may be granted special leave without pay to undertake work with their union.

43. Collective industrial relations

- (a) TAFE Queensland acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of the organisation. The principle recognises the important role of unions and the traditionally high levels of union membership in TAFE Queensland. 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.
- (b) TAFE Queensland 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.
- (c) TAFE Queensland is committed to collective agreements and will not support non-union agreements or Queensland Workplace Agreements.

44. ILO conventions

TAFE Queensland recognises its obligations to give effect to international labour standards including freedom of association, workers' representatives, collective bargaining and equality of opportunity for TAFE Queensland employees.

PART 11 - Work Environment Related Matters

45. Workplace bullying

The parties recognise that workplace bullying is a serious issue which is not acceptable and must be eliminated.

46. Balancing work and life

The parties acknowledge that a number of issues relating to work/life balance have been agreed at a Whole of Government level, including:

- (a) retaining paid maternity and adoption leave at 14 weeks;
- (b) introducing mechanisms by which employees can agree to work reduced months in a year and receive a proportionate salary over a full 12 month period, when this arrangement meets the operational needs of an TAFE Queensland; and
- (c) introducing access to half pay recreation leave;
 - (i) enhancing long service leave arrangements to provide:
 - (ii) pro rata leave after seven years' service;
 - (iii) the ability to access long service leave at half pay;
 - (iv) a reduction in the minimum period of long service leave from one week to one day; and
 - (v) the payment of long service leave at an employees' rate of pay prior to reversion to a lower classification.

47. Mental Health and Wellbeing

- (a) TAFE Queensland promotes and supports positive mental health and wellbeing to underpin the success of our students, employees and business objectives.
- (b) The parties recognise that the workplace plays a vital role in assisting employees affected by mental health and wellbeing issues and commits to:
 - (i) fostering communication and openness to mental health and wellbeing issues to reduce any stigma or barriers which may impact on employees seeking support; and
 - (ii) fostering a respectful, empathetic and inclusive work environment to assist and support employees.
- (c) TAFE Queensland acknowledges the specialist skills of Employee Assistance Programs, in particular specialist skills in supporting persons affected by mental health and wellbeing issues. TAFE Queensland remains committed to the promotion of this service to all employees and their families.

48. Client aggression

The parties recognise that client aggression is a workplace health and safety issue affecting some TAFE Queensland workplaces and agree that violence and aggression by clients towards employees is not acceptable.

49. Climate change

The parties acknowledge that responding to the risks of dangerous climate change is one of the most critical challenges presently facing TAFE Queensland and employees alike. TAFE Queensland recognises that employees play an important and necessary role in implementing any sustainability measures in the workplace and as such, a joint approach represents the best way to achieve TAFE Queensland's sustainability objectives.

50. Asbestos registers

- (a) Employees have access to asbestos registers in accordance with Workplace Health and Safety legislation.
- (b) Where asbestos or other hazardous material is to be removed, employee are to be fully consulted prior to removal.
- (c) During removal alternative employment arrangements will be put in place for affected employees.

51. Hepatitis A and B Vaccinations

TAFE Queensland is committed to full implementation of vaccination procedures for persons whose work involves possible contact with blood and other body fluids and will facilitate and pay for the cost of Hepatitis A and B vaccinations for affected employees.

Appendix 1 - Salary Schedules

1.1 Administrative Stream

Classification Level		Award Rate of Pay 01/09/2019 \$ per fortnight	Agreement Rate of Pay 01/09/2019 \$ per fortnight
The applicable rate of pay is whichever is higher. See Clause 12(c) of this Agreement.			
Level 1	1	1,451.00	1,514.80
	2	1,546.00	1,598.10
	3	1,640.00	1,681.00
Level 2	1	1,885.00	1,869.70
	2	1,932.00	1,912.90
	3	1,981.00	1,957.10
	4	2,031.00	2,001.80
	5	2,080.00	2,047.60
	6	2,130.00	2,095.90
	7	2,184.00	2,149.80
	8	2,245.00	2,209.40
Level 3	1	2,393.00	2,361.40
	2	2,480.00	2,452.40
	3	2,569.00	2,543.10
	4	2,656.00	2,633.10
Level 4	1	2,811.00	2,792.00
	2	2,900.00	2,884.50
	3	2,992.00	2,977.00
	4	3,082.00	3,070.20
Level 5	1	3,241.00	3,235.70
	2	3,333.00	3,329.70
	3	3,425.00	3,423.10
	4	3,515.00	3,517.00
Level 6	1	3,707.00	3,712.40
	2	3,791.00	3,799.40
	3	3,875.00	3,885.90
	4	3,959.00	3,972.10
Level 7	1	4,135.00	4,154.00
	2	4,234.00	4,254.40
	3	4,331.00	4,354.60
	4	4,428.00	4,454.40
Level 8	1	4,572.00	4,602.50
	2	4,660.00	4,691.50
	3	4,745.00	4,779.10
	4	4,831.00	4,867.80

1.2 Professional Stream

Classification Level		Award Rate of Pay 01/09/2019 \$ per fortnight	Agreement Rate of Pay 01/09/2019 \$ per fortnight
The applicable rate of pay is whichever is higher. See Clause 12(c) of this Agreement.			
Level 1	1	1,492.00	1,547.20
	2	1,629.00	1,678.60
	3	1,767.00	1,809.80
	4	1,963.00	1,941.00
	5	2,045.00	2,014.30
	6	2,126.00	2,091.10
	7	2,217.00	2,182.10
Level 2	1	2,390.00	2,358.70
	2	2,517.00	2,491.10
	3	2,645.00	2,622.90
	4	2,775.00	2,755.30
	5	2,905.00	2,887.90
	6	3,033.00	3,018.90
Level 3	1	3,180.00	3,171.20
	2	3,275.00	3,268.50
	3	3,370.00	3,365.70
	4	3,465.00	3,463.30
Level 4	1	3,681.00	3,686.90
	2	3,774.00	3,782.30
	3	3,867.00	3,877.10
	4	3,959.00	3,972.10
Level 5	1	4,135.00	4,154.00
	2	4,234.00	4,254.40
	3	4,331.00	4,354.60
	4	4,428.00	4,454.40
Level 6	1	4,572.00	4,602.50
	2	4,660.00	4,691.50
	3	4,745.00	4,779.10
	4	4,831.00	4,867.80

1.3 Technical Stream

Classification Level		Award Rate of Pay 01/09/2019 \$ per fortnight	Agreement Rate of Pay 01/09/2019 \$ per fortnight
The applicable rate of pay is whichever is higher. See Clause 12(c) of this Agreement.			
Level 1	1	1,492.00	1,547.20
	2	1,629.00	1,678.60
	3	1,767.00	1,809.80
	4	1,963.00	1,941.00
	5	2,045.00	2,014.30
	6	2,126.00	2,091.10
	7	2,217.00	2,182.10
Level 2	1	2,254.00	2,218.80
	2	2,333.00	2,300.90
	3	2,412.00	2,383.80
	4	2,495.00	2,467.10
	5	2,576.00	2,550.40
	6	2,656.00	2,633.10
Level 3	1	2,811.00	2,792.00
	2	2,884.00	2,868.30
	3	2,958.00	2,943.40
	4	3,033.00	3,018.90
Level 4	1	3,180.00	3,171.20
	2	3,280.00	3,273.70
	3	3,378.00	3,375.70
Level 5	1	3,515.00	3,517.00
	2	3,617.00	3,620.90
	3	3,718.00	3,725.40
	4	3,819.00	3,829.50
Level 6	1	3,941.00	3,954.10
	2	4,039.00	4,054.30
	3	4,135.00	4,154.00

1.4 Operational Stream

Classification Level		Award Rate of Pay 01/09/2019 \$ per fortnight	Agreement Rate of Pay 01/09/2019 \$ per fortnight
The applicable rate of pay is whichever is higher. See Clause 12(c) of this Agreement.			
Level 1	1	1,282.00	1,355.10
	2	1,395.00	1,452.30
	3	1,489.00	1,550.30
	4	1,602.00	1,647.50
	5	1,697.00	1,745.20
	6	1,810.00	1,843.00
Level 2	1	1,885.00	1,869.70
	2	1,935.00	1,915.40
	3	1,987.00	1,961.90
	4	2,037.00	2,008.40
Level 3	1	2,068.00	2,036.80
	2	2,108.00	2,074.40
	3	2,152.00	2,116.20
	4	2,197.00	2,160.40
Level 4	1	2,285.00	2,252.00
	2	2,357.00	2,325.50
	3	2,430.00	2,399.40
	4	2,500.00	2,472.40
Level 5	1	2,564.00	2,537.80
	2	2,645.00	2,622.20
	3	2,730.00	2,707.10
	4	2,811.00	2,792.00
Level 6	1	2,929.00	2,914.90
	2	3,007.00	2,992.90
	3	3,082.00	3,070.20
Level 7	1	3,226.00	3,218.00
	2	3,301.00	3,297.00
	3	3,378.00	3,375.70

1.5 Cleaners

Classification Level	Award Rate of Pay 01/09/2019 \$ per fortnight	Agreement Rate of Pay 01/09/2019 \$ per fortnight	
The applicable rate of pay is whichever is higher. See Clause 12(c) of this Agreement.			
Cleaners	1	1,885.00	1,885.50
	2	1,935.00	1,931.20
	3	1,987.00	1,976.70
	4	2,037.00	2,022.00

1.6 Certain short term casual employees

Classification Level	Award Rate of Pay 01/09/2019 \$ per fortnight	Agreement Rate of Pay 01/09/2019 \$ per fortnight
The applicable rate of pay is whichever is higher. See Clause 12(c) of this Agreement.		
Nurse Facilitator	62.60	61.27100
Interpreter for the Hearing Impaired	45.57	45.70889
Clothed Art Model - day	34.43	34.55321
Nude/Semi Nude Art Model - day	35.74	35.86564
Clothed Art Model - night	41.33	41.46612
Nude/Semi Nude Art Model - night	42.90	43.03877
Plaster Body Casting Art Model	45.55	45.69758
Art/Figure Photo Model - day	60.70	60.89806
Art/Figure Photo Model - night	72.82	73.06634

1.7 Pieceworkers

Classification Level	Award Rate of Pay 01/09/2019 \$ per fortnight	Agreement Rate of Pay 01/09/2019 \$ per fortnight
The applicable rate of pay is whichever is higher. See Clause 12(c) of this Agreement.		
Supervise one exam (other than an International English Language Test System exam)	26.73	26.16037

Appendix 2 - Cleaners Arrangements

This appendix prescribes the arrangements that apply to Cleaners.

2.1 Consultative provisions

- (a) The intent of this provision is to ensure that consultation occurs with employees bound by this certified agreement regarding matters that significantly impact on their work.
- (b) Consultation will involve more than a mere exchange of information. For consultation to be effective the employees must be contributing to the decision.
- (c) The parties are committed to continuing appropriate consultative arrangements so that cleaners and other employees are consulted in the initiation, implementation and evaluation of workplace initiatives. Key mechanisms for consultation are as follows:
 - (i) Consultation with cleaners and other employees as appropriate at the campus or institute level over matters that affect their work environment including maximisation of hours, replacement staff, changes to cleaning programs, rosters and other job changes. It is expected that consultation occurs prior to any decisions or changes being made.
 - (ii) Periodic meetings with a United Voice, Industrial Union of Employees/TAFE Queensland consultative committee consisting of a maximum of three United Voice, Industrial Union of Employees nominees and an equal number of TAFE Queensland representatives. This committee has an ongoing role in all areas to improve efficiency and effectiveness within the services provided by employees bound by this Agreement and to monitor progress in meeting this Agreement's objectives.
 - (iii) The United Voice, Industrial Union of Employees/TAFE Queensland consultative committee terms of reference include consideration of workplace issues, including amongst others, employee training and development; workplace health and safety and anti- discrimination legislation. This committee will be established within six months of certification of this Agreement and meet as required but no less than twice annually.
- (d) Encouragement of cleaners and other employees bound by this Agreement to be formally represented on Local Consultative Committees as they currently operate within Institutes.

2.2 Disciplinary and suspension procedures

- (a) It is agreed that all cleaners and maintenance staff will be subject to the same disciplinary and suspension policy and procedures as those applying to employees of TAFE Queensland.
- (b) Disciplinary action may result from:
 - (i) unsatisfactory performance;
 - (ii) misconduct;
 - (iii) absence without approval or reasonable excuse;
 - (iv) contravening a manager's lawful direction;
 - (v) drug or alcohol abuse which impairs an employee's performance at work; and/or
 - (vi) breach of the Code of Conduct.
- (c) Examples of action which can be taken in accordance with the TAFE Queensland Disciplinary procedure and relevant principles of natural justice, includes (but is not limited to) the following:
 - (i) termination of employment;

- (ii) transfer of the employee to similar duties at another site;
 - (iii) forfeiture or deferral of a salary increment or increase;
 - (iv) imposition of a monetary penalty;
 - (v) a reprimand; and/or
 - (vi) suspension of the employee from duty, including suspension without pay if the circumstances warrant it (a suspension may be cancelled at any time).
- (d) Any disciplinary action, except termination of employment, will be subject to provisions of the *Industrial Relations Act 2016*.

2.3 Managing Unsatisfactory Performance

- (a) The managing unsatisfactory performance processes will be in accordance with TAFE Queensland policy and applicable guidelines to be developed in consultation with the United Voice, Industrial Union of Employees. The guidelines will include a requirement that prior to commencing a formal managing unsatisfactory performance process discussions are to be held towards identifying and resolving performance issues.
- (b) The managing unsatisfactory performance process will consist of the following two stages:
- Stage 1:
- (i) Formal identification of unsatisfactory performance;
 - (ii) Weekly inspections over a four week period (inspections incorporate feedback from cleaner);
 - (iii) Cleaning standards do not improve to an acceptable level following the inspection period. Stage 2 is enacted;
 - (iv) Cleaning standards improve to an acceptable level following the inspection period. Six month monitoring program is enacted;
 - (v) Cleaning standards are not maintained during the 6 month period. Stage 2 is enacted.
- Stage 2: A report is compiled by the Region and forwarded to TAFE Queensland Corporate Human Resources for consideration to determine the appropriate course of action. Such action may include an investigation and/or a disciplinary process.

2.4 Calculation of cleaning hours

- (a) Current cleaning arrangements for TAFE cleaners have been developed through consultative arrangements using the recommendations of the TAFE Queensland Cleaning Review 1993.
- (b) These arrangements in Regions are developed through consultation to achieve:
- (ii) An agreed cleaning productivity rate of 300 to 400 square metres per hour.
 - (iii) A commitment to Best Practice and Benchmarking which involves the efficient, effective use of resources and a tool for measuring organisational improvement.
 - (iv) Consultative arrangements and structures, including work teams developing and agreeing on a Regional basis measurable productivity targets and quality cleaning services.
 - (v) Skills development and training to support efficient work practices, including multi-skilling.
 - (vi) An agreed process to avoid and settle grievances/disputes.

- (c) With the implementation of the Queensland Skills Plan it is recognised that capital works developments at newly created or redeveloped sites post 1 July 2006 may establish non-traditional teaching environments.
- (d) Where these non-traditional teaching environments have been identified, for example, at TAFE Queensland SkillsTech, Acacia Ridge it is agreed that by agreement between the relevant parties to this Agreement an alternative methodology for determining cleaning hours can apply. The process for development of a revised methodology will include consultation and agreement prior to the new environment becoming operational.
- (e) It is further agreed that where traditional TAFE buildings exist in conjunction with the non-traditional environments existing productivity formulas will apply to traditional buildings.

2.5 Maximisation of hours and relief arrangements

- (a) Provisions for maximising permanent part-time employee hours and absence relief arrangements will be developed at the local level in consultation with cleaning employees and ensure that productivity rates remain within agreed parameters as set out in Appendix 2, clause 2.4(b). These provisions will be recorded in writing.
- (b) In situations where hours are made available by way of the following:
 - (i) retirement, resignation, dismissal or a reduction of hours of a current cleaner, or
 - (ii) the existence of additional cleaning areas, or
 - (iii) to cover a period of absence of a cleaner on any type of leave, and
 - (iv) wherever it is operationally possible and convenient, TAFE Queensland will:
 - (A) offer the additional hours to existing part-time employees, or
 - (B) where this cannot be facilitated, provide relief in accordance with the agreed arrangement developed with cleaning employees.
- (c) The working of any additional hours is to be mutually agreed between TAFE Queensland and the employee and payment for any additional hours will be made in accordance with Appendix 25, clause 2.5 of these provisions.
- (d) Where there is further opportunity to maximise available permanent hours toward full-time employment, existing permanent part-time cleaning employees will be afforded first preference in its allocation.
- (e) Cleaning employees may access the dispute procedures in this Agreement to resolve any dispute in regard to the operation of this provision.

2.6 Filling of substantive cleaning and maintenance vacancies

The filling of substantive cleaning and maintenance vacancies will be in accordance with the TAFE Queensland policies. The principles governing the filling of substantive cleaning and maintenance vacancies will include:

- (a) Consideration of deployees/redeployees;
- (b) Consideration of maximising permanent part-time employee hours; and
- (c) Consideration of any employee-initiated transfer requests.

2.7 Cleaning employee mobility

- (a) Subject to the following provisions, the parties recognise that the appointment of an employee to a Region provides the capacity for an employee to be engaged at any Campus within the Region.

- (b) Before a definite decision is made to relocate an employee, TAFE Queensland will take into consideration the particular circumstances of the individual employee. Underpinning any decision to transfer employees will be a mandatory consideration of the personal circumstances impacting upon employees so affected, e.g. travelling distances, transportation costs and transport availability.
- (c) Where a definite decision has been made to relocate an employee to another campus within the Regions because of a change in business needs, TAFE Queensland will notify the employee who may be affected by the proposed relocation and their employee representative.
- (d) TAFE Queensland will discuss with the affected employee and their employee representative the effects the proposed relocation is likely to have on the employee and measures to avert or mitigate the adverse effects of such relocation on the employee.
- (e) The discussions will commence as early as practicable after a definite decision has been made by TAFE Queensland to relocate the employee as outlined above.
- (f) For the purpose of such discussion, TAFE Queensland will provide in writing to the employee concerned and their employee representative, all relevant information about the relocation and the expected effects of the relocation on the employee.
- (g) The employee retains the right to access the grievance resolution procedures as contained under the Award.

2.8 Extended working week

- (a) The following 'Extended Working Week' provision is an initiative arising from *TAFE Queensland Cleaning Service Certified Agreement 1995*. The parties agree to continue this initiative as outlined below. This initiative will apply to TAFE cleaners only.
- (b) To extend the spread of the working week to include five out of six days, Monday to Saturday.
- (c) Saturday work cannot be required of existing or future employees; rather it must be agreed on a voluntary basis without duress.
- (d) TAFE cleaning operations will run over six days, Monday to Saturday, depending on client demand for business.
- (e) No employee will be compelled to work more than a maximum of five days across a week, although an employee may wish to spread work commitments across six days. This would be agreed between the employee and management.
- (f) The details of any arrangement must be appropriately recorded in writing. Should an employee elect to withdraw from the agreed arrangement, such employee may do so in writing with a minimum of two weeks' notice.
- (g) No employee will be disadvantaged, in terms of workload or income, as a result of their decision to revert to their pre- Saturday hours of duty.
- (h) If Saturday work is negotiated as part of a five day week, another day during the week would be negotiated as a "weekend" day. This would ordinarily be Monday in order to deliver a two consecutive days "weekend", unless otherwise requested by the employee. Work done on the "weekend" day for permanent employees would attract Saturday penalty rates as specified in the Award and excess hours similarly would attract the appropriate Saturday penalty rates.
- (i) Once hours worked in a week exceed those specified in the Award, penalty provisions will apply for "week" or "weekend" days as appropriate.
- (j) As Saturday would become a part of the "normal" working week, the hours of operation on Saturday would be those stipulated as standard hours in the Award. Single rates of pay would apply for permanent,

fixed term and casual employees. Any hours worked outside of standard hours on Saturday would attract usual weekday penalty rates for payment.

- (k) Future employees, whether permanent, temporary or casual, must be made aware of the possibility of Saturday work.
- (l) The proposal applies to all employees, both current and future, but can be operationalised only through negotiation.
- (m) The following guidelines are to be applied to ensure that negotiation is mutually satisfactory to employees and management:
 - (i) the agreement to include work on Saturdays as part of an employee's usual weekly complement of hours will be on a voluntary basis; and
 - (ii) if any disagreement as to these arrangements arises, the Prevention and Settlement of Disputes Procedure as outlined at clause 13 of this Agreement should be followed.

2.9 Shift arrangements

Where Cleaners are directed by TAFE Queensland to commence or finish ordinary hours of work outside of the ordinary spread of hours, will continue to apply and such employees will be deemed to be shift workers and be paid entitlements as prescribed in clauses relating to shift work and meal breaks for Facilities and Operations employees in the Award.

Appendix 3: Australian Qualifications Framework

3.1 The Australian Qualifications Framework 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.

3.2 Australian Qualifications Framework qualifications are as recording in the table below:

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

3.3 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.

3.4 Why is the Australian Qualifications Framework important?

Qualifications certify the knowledge and skills a person has achieved through study, training, work and life experience. The Australian Qualifications Framework helps all learners, employers and education and training providers to participate and navigate the qualifications system. Under the Australian Qualifications Framework, learners can start at the level that suits them and then build up as their needs and interests develop and change over time. The Australian Qualifications 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 Australian Qualifications Framework supports national standards in education and training and encourages lifelong learning.

3.5 What are the key objectives of the Australian Qualifications Framework?

The Australian Qualifications Framework:

- (a) provides nationally consistent recognition of outcomes achieved in post-compulsory education;
- (b) 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;
- (c) integrates and streamlines the requirements of participating providers, employers and employees, individuals and interested organisations;
- (d) offers flexibility to suit the diversity of purposes of education and training;
- (e) 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;

- (f) 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
- (g) promotes national and international recognition of qualifications offered in Australia.

Appendix 4 - Employment Security Policy

The following *Queensland Government Employment Security Policy* applies to TAFE Queensland:

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 security¹ 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.

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.

¹ 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.

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/Union/s 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 Fair and Safe Work Queensland.

Appendix 5 - Queensland Government Policy on the Contracting-out of Service

The following *Queensland Government Policy on the Contracting out of Service* applies to TAFE Queensland:

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 policy² 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.

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 Union/s 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 Union/s, 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.

SIGNATORIES

Signed by the Acting Chief Executive Officer of **TAFE Queensland**)

A. Chapman

In the presence of:

J. Wong

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

R. Webb

In the presence of:

M. McAllister

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

J. Ingham

In the presence of:

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

In the presence of:

S. Spina

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

B. Mohle

In the presence of:

L. Roche

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

A. Scott

In the presence of:

N. Hipkin

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

G. Bullock

In the presence of:

E. Beljak