

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

State of Queensland (Queensland Police Service)
(Applicant)

v

Together Queensland, Industrial Union of Employees
(Respondent)

(Matter No. CB/2020/60)

**QUEENSLAND POLICE SERVICE PROTECTIVE SERVICES OFFICERS
CERTIFIED AGREEMENT 2019**

Queensland Police Service Protective Services Officers Certified Agreement 2019

Certificate of Approval

On 25 August 2020, the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement: QUEENSLAND POLICE SERVICE PROTECTIVE SERVICES OFFICERS CERTIFIED AGREEMENT 2019

Parties to the Agreement:

- the Commissioner of the Queensland Police Service;
- Together Queensland, Industrial Union of Employees; and
- the employees contained in cl 1.3(1) of the agreement, being "persons employed at Protective Services a business unit of the Queensland Police Service for whom classifications and wage rates are prescribed herein."

Operative Date: 25 August 2020

Nominal Expiry Date: 30 June 2022

Previous Agreement: *State Government Security Certified Agreement 2016*

Termination Date of Previous Agreement: 25 August 2020

By the Commission.

C.M. HARTIGAN
Industrial Commissioner
25 August 2020.

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

State of Queensland (Queensland Police Service)

AND

Together Queensland, Industrial Union of Employees

(No. CB/2020/60)

**QUEENSLAND POLICE SERVICE PROTECTIVE SERVICES OFFICERS
CERTIFIED AGREEMENT 2019**

APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 2016*, on the 25th day of August 2020, BETWEEN the State of Queensland (Queensland Police Service) and Together Queensland, Industrial Union of Employees, witness that the parties mutually agree as follows:

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PART ONE: PRELIMINARY

1.1 Title

This Agreement shall be known as the *Queensland Police Service Protective Service Officers Certified Agreement 2019*.

1.2 Objectives of this Agreement

Protective Services aims to be Queensland's leading provider of protective security services for the Queensland Government and community. Our purpose is to deliver efficient, effective and ethical protective services including preserving the peace, security and good order in all areas of responsibility, preventing and deterring crime, and contributing to the building of a safe, caring and connected community.

The parties to this Agreement are committed to ensuring Protective Services remains an effective work unit of the Queensland Police Service delivering quality services to our clients and the Queensland community. The parties are committed to ongoing productivity, efficiency and reform to improve service delivery, job security and promotion of best practice employment strategies amongst employees. The parties are committed to a culture of genuine consultation between management and employees and ensuring employees have opportunity to establish a balance between work and family life.

Any agreements subsequently negotiated for the purpose of meeting the requirements of Enterprise Bargaining must be consistent with the elements of the Agreement.

1.3 Application and Parties Bound

- (1) This Agreement shall apply to persons employed at Protective Services a business unit of the Queensland Police Service for whom classifications and wage rates are prescribed herein.
- (2) The Commissioner, Senior Executives and Senior Officers under the *Public Service Act 2008*; appointments made on a fixed term declared under s. 121 of the *Public Service Act 2008*; and employees engaged under contractual arrangements (this does not refer to employees under ss. 147 and 148 of the *Public Service Act 2008* engaged for a fixed term); are not covered by this Agreement.
- (3) The parties bound by this Agreement are the Commissioner of the Queensland Police Service, Together Queensland, Industrial Union of Employees and the employees described at clause 1.3(1) above.

1.4 Date and Period of Operation

- (1) The Agreement operates from the date of certification until the nominal expiry date of 30 June 2022.
- (2) The parties have agreed that its terms will be given operative effect on and from 1 May 2019.

1.5 Posting of Agreement

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

1.6 Relationship to Awards

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

1.7 Replacement Agreement

This Agreement replaces the *State Government Security Certified Agreement 2016*.

1.8 Equity Considerations

- (1) This Agreement will achieve the principal object specified in sections 4(c), 4(d) and 4(n) 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

Agency means the Queensland Police Service.

AQF means the Australian Qualifications Framework. The AQF is set out in Appendix 6.

Award means the *Queensland Public Service Officers and Other Employees Award – State 2015*, as amended or replaced from time to time.

Protective Security Officer means an employee as defined in Section 7 of the *State Buildings Protective Security Act 1983*.

PSCC means the Protective Services Consultative Committee.

QIRC means the Queensland Industrial Relations Commission.

Senior Protective Security Officer means an employee as defined in Section 10 of the *State Buildings Protective Security Act 1983*.

PART 2: WAGES, WORKING CONDITIONS AND OTHER ENTITLEMENTS

2.1 New Wage Rates

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

- 2.5% effective 1 May 2019
- 2.5% effective 1 July 2021
- 2.5% effective 1 January 2022

2.2 First-aid allowance

As from 1 July 2020 the First-aid allowance provided for at clause 13.6 of the Award will be absorbed into the base rate of all classification levels and therefore will no longer be accessible as an allowance.

2.3 Clothing allowance

- (1) Officers who are directed to perform duty in plain clothes are entitled to an additional \$74.10 per fortnight. There is no entitlement to the allowance on cessation of duties in plain clothes.
- (2) Where an officer:
 - (a) has obtained a certificate from a duly qualified medical practitioner confirming pregnancy; and
 - (b) is physically unable to wear a uniform,

such officer is entitled to wear plain clothes and receive the fortnightly allowance as prescribed in this clause.

2.4 No Loss of Show Day

- (1) Where an employee is required to perform work duties (including training) at an alternative location to their usual place of work on a day where the show day holiday applies, such employee will be given a day off in lieu, to be taken by mutual agreement with the employee's supervisor.
- (2) Provided that an employee subject to this Agreement, and whether engaged in different agencies or locations over a calendar year or not, is only entitled to leave on full pay for a show holiday once each calendar year.

2.5 Annual Leave Loading Payment

- (1) Payment of annual leave loading is to be paid once a year in December.
- (2) This payment does not apply to employees who are remunerated under a 'block pay system', which incorporates payment for annual leave loading.

2.6 Performance of Higher Duties

- (1) The parties to this Agreement acknowledge that from time to time, staff may be directed to perform some, or all, of the duties and responsibilities of a position of a higher classification to meet operational needs. In these circumstances, staff employed under this Agreement will receive extra remuneration in accordance with the conditions prescribed by the Higher Duties Directive (as amended from time to time), with the exception of **the application of the "minimum period" and the "relevant percentage"**.
- (2) In lieu, when an Officer is directed to relieve in a higher classified position that requires them to be qualified as a Senior Protective Security Officer (SPSO) for more than 3 consecutive shifts, the following conditions will apply:
 - Officers who have not completed SPSO training will be entitled to receive an allowance of 90% of the difference between the salary of the Protective Security Officer (PSO) and the minimum salary of the "higher classification level".
- (3) Staff who are engaged on shift work and who are directed to assume the roles and responsibilities of a position at a higher classification level for more than 3 consecutive rostered shifts within their standard roster pattern, regardless of whether these consecutive rostered shifts occur on consecutive days, will be eligible for the payment of higher duties allowance.

2.7 Payment of Allowances and Additional Payments

Officers are to submit overtime, additional hours and/or on call claims at the conclusion of the relevant fortnight unless exceptional circumstances exist.

2.8 Block Pay System

- (1) Officers working within shift arrangements prescribed in Appendix 4 and Appendix 5 will receive a Block Pay allowance.
- (2) Block Pay allowance in lieu of shift and weekend penalty rates, public holiday rates, and annual leave loading.
- (3) The allowance rates to be paid to employees under the Block Pay System are:

(a)	12 hour rotating shift:	33.9066 %
(b)	12 hour permanent night shift:	39.0657%
(c)	12 hour permanent day shift:	28.7474%
(d)	Permanent Part-Time Mobile Patrol Shift Roster:	41.6159%
(e)	Permanent Part-Time Central Operations Room Roster	41.6159 %

- (4) The “Block Pay” allowance is payable:
- (a) on the staff member’s base salary only (excluding all allowances);
 - (b) on recreation leave (or cash equivalent thereof); or
 - (c) as part of the salary for claims for workers’ compensation accepted by WorkCover Queensland.
- (5) The “Block Pay” allowance is not payable on:
- (a) on superannuation;
 - (b) on overtime;
 - (c) on long service leave;
 - (d) on all other leave (e.g. sick leave, bereavement leave, etc.); or
 - (e) on any return to work plan when plan is not subject to an accepted work related injury or illness (i.e. liability has been accepted by WorkCover Queensland) and the employee is not undertaking the full hours of duty or participating in the Hours of Work specific to the particular Block Allowance.
- (6) Accordingly, staff receive the “Block Pay” allowance when they attend work for their rostered shifts, and therefore after each absence, regardless of the day on which it falls, the allowance applicable to the staff member’s hourly rate will be deducted for each hour absent.
- (7) Officers in receipt of Block Pay allowance who temporarily relieve in a position or a roster arrangement that does not attract Block Pay allowance, will continue to receive Block Pay allowance at their substantive appointment level for 28 days from their last rostered shift in the roster that attracts block pay allowance.
- (8) Officers in receipt of Block Pay allowance who temporarily work within a roster arrangement that does not attract the same Block Pay allowance as their substantive role, will receive Block Pay allowance specific to the relieving role from date of commencement.
- (9) Officers not in receipt of Block Pay allowance who temporarily work within a roster arrangement that does attract Block Pay allowance, will only receive the Block Pay allowance after 28 calendar days of performing in that roster arrangement. Penalty rates will apply for the first 28 days.
- (10) Officers who commence in a role subject to Block Pay allowance on a permanent basis will receive payment effective from the commencement date.

2.9 Hours of Work for Employees not subject to the Block Pay System

An officer who works afternoon or night shift, or weekend work, who is not a shift worker for the purposes of the “Block Pay System” is to be paid the relevant allowance as provided for in the *Queensland Public Service Officers and Other Employees Award – State 2015*. Hours of work provisions for such employees are outlined at Appendix 2 of this Agreement.

2.10 Special Working Arrangements

Provisions relating to Special Working Arrangements are outlined at Appendix 3 of this Agreement.

2.11 Attendance at Work-Related Meetings

- (1) The parties recognise the valuable contribution employees make to various work-related committees, including Our People Matter, Inclusion and Diversity, Capability and Development

and Protective Services Consultative Committee.

- (2) Attendance by an employee to meetings of such committees outside of the employee's rostered ordinary hours shall require authorisation by Protective Services. In addition, attendance by an employee at the Protective Services Consultative Committee is to be subject to agreement of the union.
- (3) An employee attending such meetings outside of their rostered ordinary hours shall receive payment of overtime for one hour of travel and the duration of the actual meeting only to the nearest 15 minutes with a minimum duration of two hours. All attendances which will incur payment of overtime, must be approved prior to the commencement of the meeting.

2.12 Additional Public Holidays

- (1) The "Block Pay" allowance for those employees working rosters other than the permanent part-time rosters as defined in Appendix 5, incorporates ordinary hours performed over 11 public holidays each calendar year.
- (2) Where additional public holidays in excess of 11 in a calendar year are gazetted, the following entitlements shall apply to such employees:
 - (a) where the employee performs rostered ordinary hours on any such additional gazetted public holiday/s, the employee shall be paid additional payment for such hours at the rate of time and a-half;
 - (b) where the employee is rostered off on any such additional gazetted public holiday/s, the employee shall be paid 7.6 ordinary hours pay.

2.13 Overpayments

- (1) The Service will, in consultation with Queensland Shared Services (QSS) utilise e-mail to:
 - (a) advise individual employees of any overpayments. (In certain circumstances, such as a significant overpayment, QSS may provide formal notification of the debt to the employee); and
 - (b) enable an individual employee to advise the Service of any overpayments the employee may be receiving and/or any change in the employee's circumstances that may affect his or her pay (e.g. changed locality, going on/off shift work etc.)
- (2) Where an overpayment has occurred, the QSS will notify the employee by e-mail in accordance with clause 2.10(1)(a) above, that includes the following information:
 - (a) the amount of the overpayment;
 - (b) the circumstances as to how the overpayment occurred;
 - (c) that the SSP will recover the overpayment in accordance with the repayment terms outlined in clause 2.10(3) below beginning in a fortnightly pay period that gives the employee at least 2 weeks to submit a case for financial hardship in accordance with clause 2.10(5) below.
- (3) Except where subclause (4) applies or where section 376 of the Industrial Relations Act 2016 applies, repayments will be made at a rate agreed to in writing (includes e-mail) between the employee and the Service. Agreement will not be unreasonable withheld.
 - (a) The parties acknowledge that it is the Service policy to request repayments be made by deductions from the employee's fortnightly pay at the rate of 10% of the net overpayment or \$100.00, whichever is the greater; OR the full amount of the outstanding overpayment if it is less than \$100.00.
 - (b) Repayments cannot be deducted from any fortnightly pay period until after agreement is reached between the employee and the Service.
 - (c) An employee may elect to make greater repayments than those indicated above.

- (4) The balance of all overpayments is to be deducted from any termination payment made to an employee.
- (5) If an employee believes that repayments in accordance with Service policy would cause financial hardship, then the employee may apply in writing (includes e-mail) to the General Manager HR, PSBA (via the QSS Overpayment Unit) seeking a lower rate of repayment. No repayments will occur until that Manager has considered the application, taking into account:
 - (a) the amount of the overpayment;
 - (b) the period of time as to when an overpayment has occurred; and
 - (a) the financial hardship on the employee.
- (6) If an employee is aggrieved by a decision made pursuant to clause 2.10(5), then the dispute settlement procedures clause of this Agreement applies.

2.14 Critical Incident Leave

- (1) As from date of certification of this Agreement, employees covered by this Agreement will be entitled to a maximum of three days paid "Critical Incident Leave" when the employee has been involved in a critical incident.
- (2) A "critical incident" is defined in accordance with s. 5A.2 (as amended) of the *Police Service Administration Act 1990* and in addition will include:
 - (a) incidents where a reportable death occurs in the course of or as a result of police operations as prescribed at s.8(3)(h) (as amended) of the *Coroner's Act 2003*; and
 - (b) a highly traumatic incident in which a person dies or is admitted to hospital for treatment of serious injuries.

2.15 No Further Claims

- (1) This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.
- (2) Subject to sub-clause (3) herein, this Agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- (3) It is agreed that 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, QIRC orders, determinations or directives made under the *Public Service Act 2008* effective at the date this Agreement was made shall not be reduced for the life of this Agreement.
- (5) It is agreed that 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.

PART 3: TRAINING

- (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 through career development, job design, performance development, and workforce planning. The objective of this approach is to improve workforce capability and Protective Services service delivery while enhancing job satisfaction and employees' professional growth.
- (4) Training and assessment of competencies will be provided in accordance with the Public Services Training Package or other accredited programs relevant to Protective Services needs to enable employees to meet the requirements of clauses 4.1 and 4.2 of this Agreement.

PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS

4.1 Commitment

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

4.2 Appropriate Remuneration

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

Certificate 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.
- (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:
 - (a) as recreation leave;
 - (b) as unpaid special leave;
 - (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.

- (3) The employer will report to the Agency Consultative Committee about cultural awareness training and activities.

PART 6: PAID PARENTAL LEAVE

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

PART 7: EMPLOYMENT SECURITY, ORGANISATIONAL CHANGE AND RESTRUCTURING

7.1 Employment Security

Protective Services is committed to maximum employment security in accordance with Appendix 6 of this Agreement for tenured public sector employees by developing and maintaining a responsive, impartial and efficient work force as the preferred provider to Government and the community.

7.2 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. Protective Services will utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

7.3 Organisational Change and Restructuring

- (1) Protective Services is committed to providing stability to the workforce by limiting organisational restructuring and contracting-out of services.
- (2) These commitments are affected through the Government's *Employment Security Policy* and the *Contracting Out of Services (contained at Appendices 6 and 7 of this Agreement)*.
- (3) Protective Services shall advise the Protective Services Consultative Committee in writing of its intention to implement changes that may affect the employment security of its employees, prior to the commencement of any planned changes. This shall include all information required to be provided in accordance with the "Introduction of changes" and "Redundancy" clauses of the award. Protective Services is also required where requested to provide the union 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 Protective Services' 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 Protective Services Consultative Committee in a timely manner either party may refer the matter to the Queensland Industrial Relations Commission (QIRC) for resolution.
- (5) The parties agree that the Public Safety Business Agency (PSBA), on behalf of Protective Services, should report to the union on a quarterly basis the current status of employment practices within Protective Services. This report should be provided on a quarterly basis. Specifically, the report should detail the following:
 - (a) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual) and stream allocation;
 - (b) a report on the variance from the previous quarter in the use of casuals and temporaries and the number of people engaged through labour hire;
 - (c) the number of people engaged through labour hire
 - (d) any significant variance in the number of permanent employees;
 - (e) the conversion of temporary employees to tenured status.

- (6) Permanent employees will not be forced into unemployment as a result of organisational change or changes in Protective Services 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. Protective Services and employees will comply with all relevant Directives. Where an employee refuses to participate or cooperate in these processes, the full provisions of the directive pertaining to retrenchment may be followed to the extent of their applicability.
- (7) Provisions and entitlements relating to organisational change and restructuring can be found in the directives relating to early retirement, redundancy and retrenchment (as amended) which will apply for the life of this Agreement.
- (8) Protective Services must provide relevant information to the union when it intends to apply the provisions of the directive relating to early retirement, redundancy and retrenchment where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same time as Protective Services' intentions are communicated to the employee. An affected employee must be provided with notice of Protective Services intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.
- (9) The parties recognise the cultural diversity, rights, views and expectations of Aboriginal and Torres Strait Islander peoples in the delivery of culturally appropriate services and that additional consultation may be required if changes to these services are proposed to ensure there is a community benefit.

PART 8: SALARY PACKAGING

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

PART 9: CONSULTATIVE COMMITTEE

- (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) Protective Services will have a joint union/employer consultative committee (PSCC). The PSCC will be used to facilitate consultation on a broad range of issues, including but not limited to discussion of matters arising from this Agreement such as:
 - (a) Workload Management (Part 16)
 - (b) Organisational Change and Restructuring (Part 7.3)
 - (c) Training (Part 3)
 - (d) Union Encouragement (Part 12)
 - (e) Work/Life Balance (Part 19)
 - (f) Organisational matters such as the review of, changes to or introduction of new workforce management policies – Fair Career Paths (Part 17)
 - (g) Improving Gender Equity (Part 18); and
 - (h) Cultural Awareness activities and training (Part 5)
- (3) Within 12 months of certification of this agreement, the parties will develop an agreed name and terms of reference for a review to identify service delivery models and other relevant matters that would inform ways to assess the current classification structure against future needs including:
 - (a) current and future service level requirements;
 - (b) operational capacity;
 - (c) classification and rank structure;
 - (d) Rostering of Special duties and remuneration;
 - (e) Rostering of RDOs;
 - (f) Annual Leave Management
- (4) The Review will commence in accordance with the Terms of Reference and within three months of the agreed Terms of Reference being published.
- (5) The Review will produce a report in line with the Terms of Reference before 1 December 2021.
- (6) The parties are not bound by the findings of the Review as contained in the report, however, all parties commit to exploring options on a without prejudice basis, in order to inform their claims prior to a future certified agreement being made.
- (7) In light of the commitment at clause (6) above, the parties will endeavour to agree on implementation of the findings of the review where possible, when that implementation supports the principles outlined in clause 1.2 and Part 7 of this agreement.

PART 10: COLLECTIVE INDUSTRIAL RELATIONS

- (1) The Employer acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of Protective Services. The principle recognises the important role of unions and the traditionally high levels of union membership in the public sector. The Employer 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 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 Employer is committed to collective agreements and will not support non-union agreements.

PART 11: ILO CONVENTIONS

Protective Services 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) Protective Services 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 union will be provided to all employees at the point of engagement.
- (3) Information on the union will be included in induction materials.
- (4) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (5) The Agency is encouraged to agree to local arrangements about union and delegate rights in the workplace.
- (6) The Public Safety Business Agency, on behalf of Protective Services is to provide the union 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 agency and the union to be on a more regular basis. This information is to be provided electronically.
- (7) The Public Safety Business Agency, on behalf of Protective Services is also required where requested to provide the union with a listing of current staff comprising name, job title, work email and 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 agency and the union to be on a more regular basis. The provision of all staff information to the union shall be consistent with the principles outlined at s.350 of the *Industrial Relations Act 2016*. This information is to be provided electronically.
- (8) The Public Safety Business Agency, on behalf of Protective Services is to provide the union 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 agency and the union to be on a more regular basis. This information is to be provided electronically.

PART 13: UNION DELEGATES

- (1) Protective Services 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) Protective Services 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 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 Protective Services 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).
- (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), the union and the employee.
- (5) Upon request and subject to approval by the chief executive (or delegated authority), employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and Australian Council of Trade Union (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 Protective Services. At the same time such leave shall not be unreasonably refused.
- (7) At the discretion of the chief executive (or delegated authority), Protective Services 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 in the case of a genuine safety issue. 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 nominated representative, where appropriate, and/or the employee(s) concerned and the immediate supervisor in the first instance. The discussion should take place within 1 working day and the procedure should not extend beyond 7 working days;
 - (b) if the matter is not resolved as per (a) above, it shall be referred by the employee's nominated representative, where appropriate, 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 working days;
 - (c) if the matter remains unresolved it may be referred by the employee and/or his/her representative to the Assistant Commissioner and/or nominee for discussion and appropriate action. This process should not exceed 14 working days; and
 - (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 the parties to this Agreement 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) Protective Services is obliged to consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes. Management at the local level should undertake appropriate consultation with affected employees when implementing organisational initiatives including machinery of government changes that may have an impact on the workloads of affected employees.
- (4) The Queensland Government remains committed to the implementation of the workload management tool during the life of this Agreement. In utilising the workload management tool, Protective Services is 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 the Consultative Committee (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

- (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) Protective Services will report to the Consultative Committee 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) Protective Services, in consultation with the PSCC 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.

PART 18: 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 by implementing Government policy around removal of hours-based barriers to increment progression for part time employees.
- (5) Where requested by the union/s the parties commit to establish an Equal Employment Opportunity Subcommittee of the Consultative Committee, to promote cultural change and support flexibility and gender equity in the workplace.

PART 19: WORK/LIFE BALANCE

- (1) Protective Services is committed to workplace practices that improve the balance between work and family for its employees, irrespective of gender.
- (2) The parties agree that requests by employees to access work-life balance initiatives will be considered provided that it is operationally convenient or viable. Work life balance initiatives shall include, but not be limited to:
 - (a) Transition to retirement
 - (b) Career breaks
 - (c) Flexible working arrangements
 - (d) Work from home.
- (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*.

PART 20: 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 21: SUPPORT FOR WORKERS WITH MENTAL ILLNESS

- (1) The parties recognise that the workplace plays a vital role in assisting employees affected by mental health issues and commits to:
 - (a) fostering communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support; and
 - (b) fostering a respectful, empathetic and inclusive work environment to assist and support to employees.
- (2) The employer acknowledges the specialist skills of Employee Assistance Programs (EAP), in particular specialist skills in supporting persons affected by mental health issues. The employer commits to promote the EAP service to employees affected by mental health issues.

PART 22: CLIENT AGGRESSION

The parties acknowledge 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 23: 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 24: RURAL AND REMOTE HOUSING

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.

PART 25: FATIGUE MANAGEMENT AND HEALTH AND SAFETY

- (1) Protective Services supervisors and officers will consider their respective obligation under the *Work Health and Safety Act 2011* in the performance of their duties.
- (2) In particular, officers and supervisors are referred to the How to Manage Work Health and Safety Risks Code of Practice 2011 (https://www.worksafe.qld.gov.au/__data/assets/pdf_file/0003/58170/Manage-WHS-risks-COP-2011.pdf) and the *Guide for Managing the Risk of Fatigue at Work* (<http://www.safeworkaustralia.gov.au/sites/SWA/about/Publications/Documents/825/Managing-the-risk-of-fatigue.pdf>) as amended from time to time and produced by Workplace Health and Safety Queensland and Safe Work Australia.
- (3) The documents referred to above and the Service's health and safety policies must be considered and complied with in relation to all areas of employment. The following is a list of employment issues to be considered under this clause including, but not limited to:
 - (a) Performance of special services;
 - (b) Hours of work including rostering and overtime;
 - (c) Secondary employment.

APPENDIX 1: SALARY SCHEDULE

OPERATIONAL STREAM (not including block allowance)

Role	Level	Paypoint	F/N Salary 1 May 2019 (2.5%)	F/N Salary 1 July 2020	F/N Salary 01 July 2021 (2.5%)	F/N Salary 1 January 2022 (2.5%)
Protective Security Officer	OO2	1	\$1,857.60	\$1,936.70	\$1,985.10	\$2,034.75
		2	\$1,903.90	\$1,983.40	\$2,033.00	\$2,083.80
		3	\$1,950.60	\$2,029.50	\$2,080.25	\$2,132.25
		4	\$1,996.70	\$2,075.60	\$2,127.50	\$2,180.70
Senior Protective Security Officer Communications Officer	OO3	1	\$2,024.00	\$2,093.80	\$2,146.15	\$2,199.80
		2	\$2,061.00	\$2,133.90	\$2,187.25	\$2,241.95
		3	\$2,101.20	\$2,177.40	\$2,231.85	\$2,287.65
		4	\$2,144.60	\$2,220.90	\$2,276.40	\$2,333.35
Communications Supervisor Operations Supervisor Building Security Coordinator	OO4	1	\$2,233.50	\$2,338.50	\$2,396.95	\$2,456.90
		2	\$2,305.70	\$2,411.00	\$2,471.25	\$2,533.05
		3	\$2,378.20	\$2,483.60	\$2,545.70	\$2,609.35
		4	\$2,450.80	\$2,556.20	\$2,620.10	\$2,685.60
Security Operations Officer Building Security Coordinator Client Liaison Officer (Mobile Patrols), (Special Services)	OO5	1	\$2,514.90	\$2,631.40	\$2,697.20	\$2,764.65
		2	\$2,598.60	\$2,715.40	\$2,783.30	\$2,852.90
		3	\$2,682.60	\$2,798.60	\$2,868.55	\$2,940.30
		4	\$2,765.80	\$2,881.80	\$2,953.85	\$3,027.70
Senior Client Liaison Officer (General and Dept Of Education) Security Operations Coordinator Building Security Coordinator Training Officer	OO6	1	\$2,887.90	\$2,996.50	\$3,071.40	\$3,148.20
		2	\$2,963.70	\$3,073.70	\$3,150.55	\$3,229.30
		3	\$3,040.90	\$3,150.90	\$3,229.65	\$3,310.40
	OO7	1	\$3,186.80	\$3,297.60	\$3,380.05	\$3,464.55
		2	\$3,264.80	\$3,375.10	\$3,459.50	\$3,546.00
		3	\$3,342.30	\$3,452.60	\$3,538.90	\$3,627.35

- (1) All employees covered by this Agreement at the date of certification by the Queensland Industrial Relations Commission will be paid a one-off payment of \$1250.
- (2) This payment is a one-off payment, will be subject to tax and applied pro-rata.

APPENDIX 2:

HOURS OF WORK - DAY AND AFTERNOON NON-CONTINUOUS SHIFT WORKERS (EXCLUDES BLOCK PAY EMPLOYEES)

1.1 *Hours of Work*

- (1) The ordinary hours of work will be an average of 38 hours per week over a 28-day roster pattern.
- (2) A standard day shift shall be 7.6 hours, with the ordinary working hours of all full time employees not to exceed 12 hours per shift, - Saturday to Friday.
- (3) A “day shift” shall commence at or after 6am and before 12pm.
- (4) An “afternoon shift” shall commence at or after 12pm and before 6pm.

1.2 *Casual employees*

- (1) Casual employees are to be engaged on an hourly basis to work for less than the ordinary working hours of a full-time employee, except in the following circumstances:
 - a) *Training*: During the initial employment/training period, a casual employee may be employed for up to and including 38 hours at the casual rate of pay.
 - b) *Relieving*: Where there are insufficient relief officers available, a casual employee may work the rostered hours of the employee being relieved, including shifts of up to 12 hours duration and be remunerated at the casual ordinary rate of pay as prescribed in the Award for up to an average of 38 hours per week.

1.3 *Shift Rosters*

- (1) All roster patterns are to show rest days and rostered days off.
- (2) Rostered Days Off (RDO)
 - (a) For officers working 8 hour shifts, rostered days off with pay on account of 38 ordinary hour week arrangements are to be taken in such a way as to enable the employee to take the equivalent of one 7.6 hour shift per 28 day roster cycle as a scheduled rostered day off.
 - (b) An RDO may be taken on its own or in conjunction with leave or rest days.
 - (c) Officers will be advised of their RDO date for the following 28 day roster cycle at or before the seventh day preceding the commencement of the next roster cycle.
 - (d) Where an officer is unable to access an RDO due to operational or organisational requirements then every effort should be made to change the RDO to a mutually agreeable date elsewhere within the same 28 day roster cycle. The employee must be advised of the alteration as soon as practicable.
 - (e) Where an officer is required to work on an RDO with no corresponding roster alteration, overtime is payable for such work.
 - (f) Officers may bank one (only) RDO throughout the calendar year to be accessed in addition to the RDO which falls in the 28 day period during the annual Queensland Government Compulsory Closure arrangements.
- (3) *Roster Changes*:
 - (a) Changes of work hours within a roster are to be by agreement between the employer and the employee affected, but failing agreement, the employer may initiate a roster change upon giving affected employees 24 hours’ notice for a change of roster. Where less than 24 hours notice is provided, double time is to be paid for the next shift.
 - (b) Change of work site within the Brisbane Central Business District (CBD) can be made at any

time provided sufficient time is provided to allow the officer to make suitable travel arrangements. Change of work site within the Brisbane CBD is not subject to the provisions of 3 (a).

- (c) Shift changes between suitably trained officers may be arranged subject to written request and prior approval by Operations Shift Supervisor / Coordinator.

1.4 Overtime

- (1) Any authorised work performed in excess of the rostered hours on any shift or over an average of 152 hours per 28 day roster cycle shall be classed as overtime.
- (2) An officer recalled to perform duty after completing their normal shift or on any leave day or off duty day shall be paid at overtime rates for such duty with a minimum payment of 3 hours at overtime rates.

1.5 Crib Break

Officers shall be allowed a paid meal/crib break of 30 minutes duration which will be counted as working time to be taken so as not to interfere with the continuity of work where such continuity is required.

APPENDIX 3:

HOURS OF WORK (Special Working Arrangements)

PART 1: APPLICATION

- (1) The parties to this Agreement remain committed to the continued provision of “Special” working arrangements for clients who seek a special project, task, or duty to be undertaken that is:
 - (a) Over and above normal client requirements;
 - (b) Exclusive of emergency situations;
 - (c) Not a standard or normal duty; and
 - (d) Of a discrete duration.
- (2) Where a special project, task or duty is to extend beyond a six week period, in consultation with the client, consideration should be given wherever possible to converting the arrangement from specials to rostered duty.
- (3) All employees are to have the opportunity to express an interest in participating in these arrangements. The method utilised to advertise and allocate special duties to employees will be fair and unbiased.
- (4) The *Work Health and Safety Act 2011* places certain obligations on employers and employees ensuring persons are free from the risk of death, injury and illness created by fatigue (see part 2, divisions 3 and 4). The allocation of specials to members who are on a rostered day off should be considered so as to avoid fatigue issues.

PART 2: PAYMENT FOR SPECIALS

- (1) When the client requests a Protective Security Officer, then payment shall be at a rate equal to the normal non-shift overtime rates payable at the OO2 pay point 1 level.
- (2) When the client requests a Senior Protective Security Officer, then payment shall be at a rate equal to the normal non-shift overtime rates payable at the OO3 pay point 1 level.
- (3) This payment rate will apply regardless of the classification of the officer, the type of activity being undertaken, the duration of the activity, or the day on which the work is performed. “Specials” undertaken on gazetted Public Holidays shall be paid for at twice that rate stated in (1) or (2) except where the gazetted Public Holiday is not aligned with the actual day. In this circumstance staff undertaking a “Special” on the actual Public Holiday (not the gazetted public holiday) shall be paid for at twice that rate stated in (1) or (2) rather than on the gazetted public holiday.
- (4) For the purposes of determining actual overtime hours per fortnight, the number of hours of special duties undertaken by officers who work less than one FTE will not be counted towards 76 ordinary hours per fortnight.
- (5) For the purposes of determining actual overtime hours per fortnight, the number of hours of special duties undertaken by casual employees will be counted towards 76 ordinary hours per fortnight.
- (6) The minimum time payable for a “Special” is three hours. Where the employee has left their place of residence to commence the “Special” but is subsequently advised that the arrangement has been cancelled, the employee will receive a minimum of three hours at the rate stated in (1), (2) or (3).
- (7) An officer shall be advised of the approximate number of hours of duty required. If the special finishes early, then the officer will be paid for the duration of the special only, subject to (4).

- (8) Hours of duty will be based on client requirements.
- (9) If an employee is injured during the course of carrying out a “Special” and requires workers compensation, the rate outlined at (1) or (2) will be the basis for calculating remuneration on the day of injury. For the first whole day off work and all subsequent days, remuneration is to be calculated at the employee’s ordinary rate of pay.
- (10) This clause shall not be used for work that is currently being remunerated as overtime (that is, it will not impact on existing overtime provisions).

APPENDIX 4:

12 HOUR SHIFT BLOCK PAY ARRANGEMENTS

PART 1: HOURS OF WORK AND RELATED MATTERS

1.1 Hours of Work

- (1) The ordinary hours of work will be an average of 38 hours per week over a 24 week-roster pattern.
- (2) A standard shift shall be 12 hours, with the ordinary working hours not to exceed 12 hours per shift, Saturday to Friday.
- (3) A “day shift” shall commence at or after 6am and before 12pm.
- (4) A “night shift” shall commence at or after 6pm and before 6am.

1.2 Casual employees

- (1) Casual employees are to be engaged on an hourly basis to work for less than the ordinary working hours of a full-time employee, except in the following circumstance:
- (2) *Relieving*: Where there are insufficient relief officers available, a casual employee may work the rostered hours of the employee being relieved, including shifts of up to 12 hours duration and be remunerated at the casual ordinary rate of pay as prescribed in the Award for up to an average of 38 hours per week.

1.3 Shift Rosters

- (1) All roster patterns are to show rest days and rostered days off (RDO).
- (2) RDOs are subject to the following conditions:
 - (a) On account of the 38 ordinary hour week arrangements, RDOs with pay are to be taken in such a way as to enable the employee to work 19 shifts in a 21 shift cycle, with the RDOs scheduled in the 24 week roster pattern.
 - (b) An RDO may be taken on its own or in conjunction with leave or rest days.
 - (c) The 24-week roster pattern will be maintained encompassing RDOs. Employees shall receive copies of these rosters. New roster patterns will be distributed between the commencement of the 18th and conclusion of the 20th week of the previous 24 week roster pattern.
 - (d) Officers in receipt of block allowance cannot bank RDOs.
 - (e) Where an officer is unable to access an RDO due to operational or organisational requirements, then every effort should be made to change the RDO to a mutually agreeable date elsewhere within the same 21 shift cycle. The employee must be advised of the alteration as soon as practicable. It should also be noted that a decision to change an RDO due to operational or organisational requirements must take into account the needs and best interests of the officer concerned.
 - (f) Where an officer is required to work on an RDO with no corresponding roster alteration, overtime is payable for the duration of hours worked.
- (3) *Roster Changes*: See Appendix 2
 - (a) A change in the roster from the rostered 12 hour shift to non shift work shall only take place once that officer has accessed an equivalent number of days rest relevant to the number of consecutive days worked prior to the officer’s change in shift duties. The subsequent change

in the roster must also ensure the officer is only required to perform duties for the maximum hours of the accountable period i.e. 21 shift cycle or part thereof.

- (b) Changes of work hours within a roster are to be by agreement between the employer and the affected employee. However, if agreement is not reached, the employer may initiate a roster change by giving affected employees 24 hours notice for a change of roster. If 24 hours notice is not provided for a particular shift, then overtime at the applicable rate is to be paid for the full shift.
 - (c) Changes to a roster structure may be made to meet the employer's needs, or the needs of the employer's clients, subject to prior consultation with, and reasonable notice being given to affected employees.
 - (d) An employee may arrange a change of shift with another suitably trained officer, provided the Operations Officer has already received and approved a written request to make that change.
- (4) Employees engaged on a 12 hour shift arrangement shall only be rostered to work more than 5 consecutive shifts in extenuating circumstances. Furthermore, the employer will make every endeavour to ensure employees are not required to work more than 3 consecutive night shifts during that period (unless they are on the permanent night shift roster).

1.4 Overtime

- (1) Overtime duty should not normally be performed where it will fall within 12 hours on either side of a 12 hour day or a 12 hour night shift.
- (2) In all but highly exceptional circumstances, the maximum length of time an officer should have to remain on duty is 14 hours. This would include the 12 hour shift, a 2 hour overtime period before the shift, or a 2 hour overtime period after the shift.
- (3) For the purposes of this Agreement, officers whose ordinary hours of work are regularly rotated in accordance with a 12 hour shift-working roster shall be paid overtime at the rate of double time for all work performed outside their rostered duty hours.

1.5 Crib Break

Employees shall be entitled to a 30 minute paid crib break in the first half of the shift and a second paid crib break of 30 minutes duration in the second half of the shift. This will be counted as working time and is to be taken by the officer so as not to interfere with the continuity of work, where such continuity is required.

PART 2: ROSTER PATTERN

The roster cycle is 24 weeks long and rotates continuously as per the following pattern:

Day	1	2	3	4	5	6	7	8
Rotating shift	D	D	N	N	RD	RD	RD	RD
Permanent night shift	N	N	N	N	RD	RD	RD	RD
Permanent day shift	D	D	D	D	RD	RD	RD	RD
Permanent night shift Mobile Patrols	See matrix below							

Permanent night shift Mobile Patrols work pattern:

	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1	RD	RD	N	N	RD	RD	N
Week 2	N	N	RD	RD	N	N	RD
Week 3	RD	RD	N	N	RD	RD	N
Week 4	RD	RD	RD	RD	N	N	RD
Week 5	N	N	N	N	RD	RD	N
Week 6	RD	RD	RD	RD	N	N	RD

PART 3: PAY CALCULATIONS

12 Hour Rotating Shifts

	No. of shifts	Hours per shift	Total shifts per annum	Penalty rate	Penalty hours	
Public Holidays	22	12	264	150%	396.00	Rostered on
		12		100%	264.00	Rostered off
Sundays	104	12	1248	100%	1248.00	52 Sundays by two shifts
Saturdays	102	12	1224	50%	612.00	51 Saturdays by two shifts (one Saturday was a public holiday)
M-F Night Shift	251.25	12	3015	15%	452.25	All 12 hours attract 15%
M-F Day Shift	251.25	12	3015	0%		Dayshift does not attract loading
	730.5		8766		2972.25	
Annual Leave	79.6417	12	956	See Note	324.0452	5 weeks @ average penalties across the above
	810		9722		3296.2952	

Percentage penalties for one year on the basis of a 38-hour week, 12 hour shift, 6 week roster shift pattern (including relief for annual & long service leave)

Penalty Hours	3296.2952
Standard Hours	9721.7004
Average Penalty Payable	<u>33.9066%</u>

12 Hour Permanent Night Shift

Block pay calculation with projected roster allowance for rec leave only:

	No. of shifts	Hours per shift	Total shifts per annum	Penalty rate	Penalty hours	
Public Holidays	11	12	132	150%	198.00	Rostered on
		12		100%	132.00	Rostered off
Sundays	52	12	624	100%	624.00	52 Sundays by two shifts
Saturdays	51	12	612	50%	306.00	51 Saturdays by two shifts (one Saturday was a public holiday)
M-F Night Shift	251.25	12	3015	15%	452.25	All 12 hours attract 15%
M-F Day Shift		12	0	0%		Dayshift does not attract loading
	<u>365.25</u>		<u>4383</u>		<u>1712.25</u>	
Annual Leave	39.8208	12	478	See Note	186.6753	5 weeks @ average penalties across the above
	405		4861		1898.9253	

Percentage penalty for one year on the basis of a 38-hour week, 12 hour shift, 6 week roster shift pattern (including relief for annual & long service leave)

Penalty Hours	1898.9253
Standard Hours	<u>4860.8496</u>
Average Penalty Payable	<u>39.0657%</u>

12 Hr Permanent Day Shift

BLOCK PAY CALCULATION WITH PROJECTED ROSTER ALLOWANCE FOR REC LEAVE ONLY:

	No. of shifts	Hours per shift	Total shifts per annum	Penalty rate	Penalty hours	
Public Holidays	11	12	132	150%	198.00	Rostered on
		12		100%	132.00	Rostered off
Sundays	52	12	624	100%	624.00	52 Sundays by two shifts
Saturdays	51	12	612	50%	306.00	51 Saturdays by two shifts (one Saturday was a public holiday)
M-F Night Shift		12	0	15%	0.00	All 12 hours attract 15%
M-F Day Shift	251.25	12	3015	0%		Dayshift does not attract any loading
	<u>365.25</u>		<u>4383</u>		<u>1260.00</u>	
Annual Leave	39.8208	12	478	See Note	137.3695	5 weeks @ average penalties across the above
	405		4861		1397.3695	

Percentage penalty for one year on the basis of a 38-hour week, 12 hour shift, 6 week roster shift pattern including long relief for annual & long service leave)

Penalty Hours	1397.3695
Standard Hours	<u>4860.8496</u>
Average Penalty Payable	<u>28.7474%</u>

Block allowance comparison

Permanent Night Shift	39.066%
Permanent Day Shift	<u>28.7474%</u>
24 hr Rotating Shift	<u>33.9066%</u>

APPENDIX 5:

PERMANENT PART-TIME BLOCK PAY ARRANGEMENTS

PART 1: HOURS OF WORK AND RELATED MATTERS

1.1 Hours of Work

- (1) Staff will only be rostered to work during the hours required by clients.
- (2) The ordinary working hours of an employee working on a permanent part time mobile patrol shift or in the Central Operations Room shall average approximately 27 or 24 per week respectively, and may be spread over the full cycle of the roster. The average hours per week shall not exceed 38.
- (3) A “day shift” shall commence at or after 6am and before 12pm.
- (4) A “night shift” shall commence at or after 6pm and before 6am.

1.2 Shift Rosters

- (1) The parties to this Agreement acknowledge that from time to time, and to meet client requirements, permanent part-time officers may be required to work in excess of the average weekly hours identified.
- (2) Part-time officers are not entitled to RDO arrangements.
- (3) *Roster Changes:*
 - (a) A change in the roster from the rostered 12 hour shift to non shift work shall only take place once that officer has utilised an equivalent number of days rest to the number of consecutive days worked prior to the officer’s change in shift duties. The subsequent change in the roster must also ensure that the officer is only required to perform duties equivalent to the part time or full time roster arrangement.
 - (b) Changes of work hours within a roster are to be by agreement between the employer and the affected employee. However if agreement is not reached, the employer may initiate a roster change by giving affected employees 24 hours notice for a change of roster. If 24 hours notice is not provided for a particular shift, double time is to be paid for the full shift.
 - (c) Changes to a roster structure may be made to meet the employer’s needs, or the needs of the employer’s clients, subject to prior consultation with, and reasonable notice being given to affected employees.
 - (d) An employee may arrange a change of shift with another suitably trained officer, provided the Operations Officer has already received and approved a written request to make that change.
- (4) Employees engaged on a 12 hour shift shall only be rostered to work more than 5 consecutive shifts in extenuating circumstances—up to a maximum of 6. Rostering practices will endeavour to ensure employees are generally not required to work more than 3 consecutive night shifts (excluding officers who work permanent night shift pattern of four on and four off).

1.3 Additional Hours

- (1) Where applicable, additional hours worked in excess of the standard roster pattern or as a continuation of a standard shift will be paid at the ordinary rate up to 38 hours per week, then overtime rates will apply.
- (2) Overtime duty should not normally be performed where it will fall within a period of 12 hours on either side of a shift.
- (3) In all but highly exceptional circumstances, the maximum length of time a person should have to remain on duty is their normal shift plus 2 hours worked either before or after the shift.

- (4) For the purposes of this Agreement, officers whose ordinary hours of work are regularly rotated in accordance with a roster shall be paid overtime at the rate of double time for all work performed outside their rostered duty hours.

1.4 Crib Break

Employees shall be entitled to a 30 minute paid crib break in the first half of the shift and a second paid crib break of 30 minutes duration in the second half of the shift. This will be counted as working time and is to be taken by the officer so as not to interfere with the continuity of work, where such continuity is required.

PART 2: ROSTER PATTERN

- (1) The parties agree to meet client needs by the application of a permanent part-time shift roster that will have staff rostered on shifts only during hours when they are required to perform their duties. The roster rotates continuously to provide the following coverage.

	Day	M	T	W	T	F	S	S	PH
Mobile patrols	Shift (N)	On							
Mobile patrols	Shift (D)	Off	Off	Off	Off	Off	On	On	On
COR	Shift (A/N)	On							
COR	Shift (D)	Off	Off	Off	Off	Off	On	On	On

Full details on example rosters can be found in guidelines developed in accordance with Part 9(3)(d) of this Agreement.

In selected mobile patrol zones, 24 hour coverage will be provided during all school holiday periods.

(2) Shift Groups 1 to 4 Permanent Part Time Mobile Patrol Shift Roster over an 8 week rotation:

Day	G1	G2	G3	G4
SATURDAY			N	D
SUNDAY			N	D
MONDAY				N
Tuesday				N
Wednesday	N			
Thursday	N			
Friday		N		
Saturday		N	D	
Sunday			N	D
MONDAY			N	
Tuesday				N
Wednesday				N
Thursday	N			
Friday	N			
Saturday		N	D	
Sunday		N	D	
MONDAY			N	
Tuesday			N	
Wednesday				N
Thursday				N
Friday	N			
Saturday	N	D		
Sunday		N	D	
MONDAY		N		
Tuesday			N	
Wednesday			N	
Thursday				N
Friday				N
Saturday	N	D		
Sunday	N	D		
MONDAY		N		
Tuesday		N		
Wednesday			N	
Thursday			N	
Friday				N
Saturday	D			N
Sunday	N	D		
MONDAY	N			
Tuesday		N		
Wednesday		N		
Thursday			N	
Friday			N	
Saturday	D		N	D
Sunday	D			N
MONDAY	N			
Tuesday	N			
Wednesday		N		
Thursday		N		
Friday			N	
Saturday			N	D
Sunday	D			N
MONDAY				N
Tuesday	N			
Wednesday	N			
Thursday		N		
Friday		N		

Over an 8 Week Period

PPT Shifts

Public Holidays	
Sundays	16
Saturdays	16
M-F Night Shift	40
M-F Day Shift	0
	<hr/>
	72

All public Holidays and school holiday day shifts are paid at time for the 12 hours plus the applicable penalty rate for that day.

Nil entitlement to RDOs

Over 8 weeks 4 officers work 72 x 12 Hr shifts
72*12/4/8

Average hours worked per week = 27
FTE hours worked per week = 38
PPT mobile patrol FTE% = 71.05%

(3) In the Central Operations Room, 16 hour coverage will be provided during all school holiday periods.

(4) The permanent part time Central Operations Room Shift Roster over a 3 week rotation / 8 hour shift:

Day	Group 1	Group 2	Group 3
SATURDAY		D	A
SUNDAY		D	A
MONDAY		A	
Tuesday		A	
Wednesday			A
Thursday			A
Friday		A	
Saturday	D	A	
Sunday	D	A	
MONDAY	A		
Tuesday	A		
Wednesday		A	
Thursday		A	
Friday	A		
Saturday	A		D
Sunday	A		D
MONDAY			A
Tuesday			A
Wednesday	A		
Thursday	A		
Friday			A

Over a 3 Week Period	PPT Shifts
Public Holidays	
Sundays	6
Saturdays	6
M-F Night Shift	15
M-F Day Shift	0
	<hr/>
	27

All public Holidays and school holiday day shifts are paid at time for the 8 hours plus the applicable penalty rate for that day.

Nil entitlement to RDOs

Over 3 weeks 3 officers work 27 x 8 HR shifts

27*8/3/3

Average hours worked per week = 24

FTE hours worked per week = 38

PPT mobile patrol FTE% = 63.16%

PART 3: PERMANENT PART-TIME BLOCK PAY CALCULATIONS

12 Hour Permanent Part-Time Mobile Patrol Officers

BLOCK PAY CALCULATION WITH PROJECTED ROSTER ALLOWANCE FOR REC LEAVE ONLY:

	No. of shifts	Hours per shift	Total shifts per annum	Penalty rate	Penalty hours	
Public Holidays						Public Holidays are not included
Sundays	104	12	1248	100%	1248.00	52 Sundays by two shifts
Saturdays	104	12	1248	50%	624.00	51 Saturdays by two shifts (one Saturday was a public holiday)
M-F Night Shift	260.89	12	3130.714	15%	469.61	All 12 hours attract 15%
M-F Day Shift	0					Dayshifts are not included
	<hr/>		<hr/>		<hr/>	
	468.8929		5627		2341.61	
Annual Leave	56.6252	12	680	See Note	282.7810	Pro rata 5 weeks @ average penalties across the above
	<hr/>		<hr/>		<hr/>	
	526		6306		2624.3881	

Percentage penalty for one year on the basis of a 38-hour week, 12 hour shift, 6 week roster shift pattern including long relief for annual & long service leave)

Penalty Hours	2624.3881
Standard Hours	6306.2167
Average Penalty Payable	<hr/> 41.6159% <hr/>

8 Hour Permanent Part-Time Communications Officers

BLOCK PAY CALCULATION WITH PROJECTED ROSTER ALLOWANCE FOR REC LEAVE ONLY:

	No. of shifts	Hours per shift	Total shifts per annum	Penalty rate	Penalty hours	
Public Holidays						Public Holidays are not included
Sundays	104	8	832	100%	832.00	52 Sundays by two shifts
Saturdays	104	8	832	50%	416.00	51 Saturdays by two shifts (one Saturday was a public holiday)
M-F Night Shift	260.89	8	2087.143	15%	313.07	All 8 hours attract 15%
M-F Day Shift	0					Dayshifts are not included
	<u>468.89</u>		<u>3751.143</u>		<u>1561.07</u>	
Annual Leave	50.3017	8	402	See Note	167.4680	Pro rata 5 weeks @ average penalties across the above
	<u>519.1917</u>		<u>4153.143</u>		<u>1728.5394</u>	

Percentage penalty for one year on the basis of a 38-hour week, 8 hour shift, 6 week roster shift pattern including long relief for annual & long service leave)

Penalty Hours	1728.5394
Standard Hours	4153.5665
Average Penalty Payable	<u>41.6159%</u>

APPENDIX 6:

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 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.

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 effected 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 7:

QUEENSLAND GOVERNMENT POLICY ON THE CONTRACTING-OUT OF SERVICES

1. APPLICATION

The Queensland Government recognises that government agencies are the key instruments for delivering or implementing the policies of the government.

In striving to achieve "best value" delivery of services to the community, the government's focus will be on pursuing performance improvement strategies for its workforce, not on simply replacing government employees with non-government service providers.

In this regard, the government has restored the following policy on contracting-out of services as part of its commitment to restoring fairness for the government workforce. This policy* applies to all Queensland Government agencies (including departments, public service offices, statutory authorities, and other government entities as defined under the Public Service Act 2008) and all tenured employees of these agencies. The government recognises that, in the case of Queensland Health (comprising the Department of Health and the Hospital and Health Services), public health services are provided through a mix of in-house delivered services and partnerships with non-government, community and private sector health providers.

* This policy should be read in conjunction with applicable industrial instruments.

For the purposes of this policy, contracting-out refers to a contractual arrangement to deliver a service to government or the provision of a government service by a non-government service provider. Capital works programs are not considered government services for the purpose of this policy. This means that current arrangements for delivery of the capital works program through competitive tendering will continue. Further, the purchase of services by government agencies from an internal government provider is not regarded as contracting-out.

Similarly, services contracted to community service providers through grant programs or as recurrently funded programs are not regarded as being contracted-out for the purposes of this policy.

This policy does not apply to the normal purchase of inputs to government agencies such as office supplies and consultancies. It does however apply to contractual arrangements such as cleaning and other 'hotel' type services.

Where there are major joint ventures or co-locations with the private sector (e.g. hospital co-locations) decisions on the delivery of support services will be made on a case by case basis.

2. AUTHORITY

This policy was released on 16 January 2016.

3. POLICY

3.1 Services currently provided in-house (i.e. by a government agency)

It is the policy of the government that in order to maintain existing government jobs, there will be no contracting-out of services currently provided in-house other than in circumstances where:

- actual shortages exist in appropriately skilled in-house staff;
- there is a lack of available infrastructure capital or funds to meet the cost of providing new technology; or
- it can clearly be demonstrated that it is in the public interest that services should be contracted-out.

Cabinet approval will be required only for contracting-out proposals that meet the criteria outlined above where they would have a significant impact on the government's workforce in terms of job losses. Cabinet submissions proposing contracting-out initiatives should detail:

- why the service cannot continue to be delivered by government agencies;
- the impact on the government workforce;
- how the proposed initiative will improve government service delivery;
- any social and/or economic impact on the Queensland community;
- the impact on regional and rural communities, where relevant, particularly in regard to maintenance of public employment in regional and rural Queensland;
- the impact on future competitive tendering in a market where the government will have no capacity to bid;
- communication and consultation strategies, including managing the impact on the tenured government workforce, and workforce transition plans for deployment, redeployment and retraining; and
- the cost implications for government.

Where the government agrees to contract-out services, employees and the relevant unions will be consulted as early as possible. Discussions will take place prior to any steps being taken to call tenders or to enter into any alternative bidding arrangement for the provision of services by an external provider.

If, after full consultation with employees and relevant unions, employees are to be affected by the necessity to contract-out services, the government agency should:

- ensure that effort is directed towards assisting employees to take up employment with the contractor; and/or
- ensure that employees are given the maximum opportunity to accept deployment and redeployment.

3.2 Services currently contracted-out

It is the policy of the government that when existing contracts with non-government providers are due for renewal, the services generally will be once again offered to contract.

If the conditions of the existing contract allow for the contract to be renewed without a tendering process, and the external provider has met all the conditions of the contract, a new contract may be offered to the current provider subject to continuing commercial viability and the mutual agreement of both parties.

Where a contract is due to expire and a tendering process is proposed, government agencies may bid for the work, subject to any legislative requirements and government agencies competing on a fair basis – that is, with any advantages or disadvantages that stem solely from their public ownership being removed or accounted for in an appropriate manner. Operational guidelines will be developed to assist agencies in assessing the relative merits of in-house and external bids.

In-sourcing will be undertaken only where it can be demonstrated that work is competitive on an overall "best value" basis, including quality and cost of purchase and maintenance of any capital equipment required to perform the work.

3.3 New services

A decision on whether it is appropriate to contract-out new government services with significant workforce impacts will be made on a case by case basis by Cabinet. Opportunity will be provided for the new government service to be delivered by in-house staff where it can be demonstrated that work is competitive on an overall "best value" basis, including quality and cost of purchase and maintenance of any capital equipment required to perform the work.

Cabinet submissions proposing contracting-out of new services should detail:

- any social and/or economic impact on the Queensland community;
- the impact on regional and rural communities;
- the impact on future competitive tendering in a market where the government will have no capacity to bid;
- why the service needs to be delivered by a non-government service provider; and
- the cost implications for government.

3.4 Services in replacement facilities

Existing outsourcing arrangements may not always be extended to replacement facilities (e.g. replacement hospitals and schools). A decision by Cabinet on whether it is appropriate to continue to contract-out services in replacement facilities will be made on a case by case basis.

Where a decision is made to transfer the existing contract to a replacement service, this may be offered to the current provider subject to commercial viability and the mutual agreement of both parties.

Opportunity should be given for in-house staff to undertake the work where it can be demonstrated that work is competitive on an overall "best value" basis, including quality and cost of purchase and maintenance of any capital equipment required to perform the work.

Cabinet submissions proposing contracting-out of replacement services should detail:

- the impact on the government workforce;
- how the proposed initiative will result in improvements to government service delivery;
- any social and/or economic impact on the Queensland community;
- the impact on regional and rural communities, where relevant, particularly in regard to maintenance of public employment in regional and rural Queensland;
- the impact on future competitive tendering in a market where the government will have no capacity to bid, if relevant; and
- the cost implications for government.

3.5 Implementing the Policy on the Contracting-Out of Services

In applying this policy, the following principles should be adhered to:

- i. The primary focus should be on improving the productivity of the existing government workforce through performance improvement strategies (such as training, innovation, and benchmarking);
- ii. Where services currently contracted-out come up for tender, or the delivery of new services and services in replacement facilities are being considered, in-house staff should be given the opportunity to undertake the work where it can be demonstrated that it is competitive on an overall "best value" basis, including quality and cost of purchase and cost of maintenance of any necessary capital equipment;
- iii. Where competitive tenders involve in-house bids, those bids must be fairly based – that is, with any advantages or disadvantages that stem solely from their public ownership being removed or accounted for in an appropriate manner;
- iv. Except in exceptional circumstances, in-house work units should be afforded sufficient opportunity and support, over a reasonable time, to achieve an acceptable level of performance, efficiency and effectiveness, before alternative service provision options are considered; and
- v. Options for the management of employees affected by organisational change are to include deployment, retraining, redeployment and voluntary early retirement.

APPENDIX 8:

AUSTRALIAN QUALIFICATIONS FRAMEWORK

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

AQF Qualifications	Referred to in this Agreement as:
Senior Secondary Certificate of Education	
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	
Masters Degree	
Doctoral Degree	

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

Why is the AQF important?

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

What are the key objectives of the AQF?

The AQF:

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

- contributing to national economic performance; and
promotes national and international recognition of qualifications offered in Australia.

SIGNATORIES

Signed by the Deputy Commissioner of the
Queensland Police Service:

Print Name: Douglas Alan Smith

Signature

Date: 12.08.2020

In the presence of: B. Gordon

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

Print Name: Alex Scott

Signature

Date: 12.08.2020

In the presence of: Cameron Hurren
