

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

State of Queensland (Queensland Parliamentary Service)

AND

Queensland Services Union, Industrial Union of Employees

Together Queensland, Industrial Union of Employees

United Voice, Industrial Union of Employees, Queensland

*(Matter No. CB/2020/64)*

**PARLIAMENTARY SERVICE ELECTORATE STAFF CERTIFIED AGREEMENT  
2020**

**Certificate of Approval**

On 27 August 2020, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** PARLIAMENTARY SERVICE ELECTORATE STAFF  
CERTIFIED AGREEMENT 2020

**Parties to the Agreement:**

- Queensland Services Union, Industrial Union of Employees
- Together Queensland, Industrial Union of Employees
- United Voice, Industrial Union of Employees, Queensland

**Operative Date:** 27 August 2020

**Nominal Expiry Date:** 31 August 2023

**Previous Agreement:** *Parliamentary Service Certified Agreement 2009*

**Termination date of Previous Agreement:** 27 August 2020

Dated 27 August 2020

J. C. DWYER  
Industrial Commissioner

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

Queensland Parliamentary Service AND  
Together Queensland, Industrial Union of Employees; and  
others

(No. CB/2020/64)

**PARLIAMENTARY SERVICE ELECTORATE STAFF CERTIFIED AGREEMENT 2020**

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

### **1.1 Title**

This Agreement will be known as the Parliamentary Service Electorate Staff Certified Agreement 2020.

### **1.2 Parties bound**

- (1) This Agreement is binding upon:
  - (a) Employees employed under s.26AA of the *Parliamentary Service Act 1988* working in electorate offices established by Members of Parliament for whom rates of pay, conditions of employment and entitlements are provided for in this Agreement; and
  - (b) Together Queensland, Industrial Union of Employees; United Voice, Industrial Union of Employees, Queensland; Queensland Services, Industrial Union of Employees.
- (2) For the avoidance of doubt, the following persons are not covered by this Agreement:
  - (a) Employees engaged by the Queensland Parliamentary Service employed to perform work solely within the Parliamentary precinct
  - (b) Chief Executives, Senior Executives and Senior Officers of the Queensland Parliamentary Service.

### **1.3 Operation**

- (1) The Agreement operates from date of certification and has a nominal expiry date of 31 August 2023.

### **1.4 Posting of Agreement**

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

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

- (1) This Agreement replaces the *State Government Entities Certified Agreement 2015* insofar as it has application to employees bound by this Agreement.
- (2) The parties agree to terminate the following instruments on or following certification of this Agreement:
  - State Government Entities Certified Agreement 2015;
  - Parliamentary Service Certified Agreement 2009; and
- (3) This Agreement is to be read in conjunction with the Parliamentary Service Award – State 2015. The provision of this award and applicable industrial instruments, as amended from time to time shall apply, provided that any amendment which would result in a diminution of an employees' entitlements and/or conditions that existed at the commencement of this Agreement shall not apply. In the event of any inconsistency with these awards and industrial instruments, the terms of this Agreement will take precedence.

## 1.6 Objectives of this Agreement

- (1) The parties are committed to an effective Parliamentary Service, delivering quality services to Queenslanders to support the Members of Parliament's priorities and obligations to the community. Electorate office employees of the Parliamentary Service will strive for improvements in service delivery, improved efficiency and effectiveness of its operations and activities.

## 1.7 Equity Considerations

- (1) This Agreement will achieve the principal objects specified in sections 4(i), 4(j), 4(k), 4(l), 4(m) and 4(r) of the *Industrial Relations Act 2016*. 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*.

## 1.8 Definitions and Abbreviations

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

**CC** means a Consultative Committee.

**CCF** means the Central Consultative Forum

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

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

**PSTP** means Public Sector Training Package.

## PART 2: WAGES, ALLOWANCES AND OTHER CONDITIONS

### 2.1 New Wage Rates

- (1) Subject to more beneficial rates being applied in accordance with clause 2.7(6) and (7) and clause re wage mechanism 2.7 the minimum wage increases to apply on the last agreement rates as contained in the State Government Entities Certified Agreement 2015 and will apply as follows:
  - a 2.5% wage increase from 1 September 2019
  - a 2.5% increase from 1 September 2021
  - a 2.5% increase from 1 March 2022
  - a 2.5% increase from 1 September 2022
- (2) The salary schedules reflecting the rates payable at 1 September 2019 are set out in Appendix 3 of this Agreement. Salary schedules for rates payable for future years in light of clauses 2.7(6) - (15) will be published on the Parliamentary Service Intranet. The parties acknowledge that the wage increase applying from 1 September 2019 in clause 2.1 (1) above has been paid in advance of certification in accordance with *the Industrial Relations Act 2016* (Chapter 15A).

## **2.2 One-off payment**

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

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

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

## **2.4 Annual leave loading payment**

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

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

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

## **2.6 Hours of work**

- (1) The parties commit to provide access to and consult about hours of work arrangements consistent with award obligations.
- (2) Preparation for starting and finishing work including personal clean up will be in the employee's time. Activities required by the employer for the readiness to commence the performance of duties are to be treated as part of paid ordinary hours. If required, such activities will be agreed between the employer and the entity CC.

## **2.7 No Further Claims**

- (1) This Agreement is in full and final settlement of all claims for its duration, except for the wage rates that will apply to employees covered by this Agreement as determined in accordance with 2.7(7) - (15). It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.
- (2) Subject to 2.7(3) herein, this Agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- (3) The following changes may be made to employees' rights and entitlements during the life of this Agreement:
  - (a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
  - (b) Any improvements in conditions that are determined on a whole-of-government basis; and
  - (c) Reclassifications.

- (4) Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in awards, certified agreements, Queensland Industrial Relations Commission orders, determinations or applicable directives made under the *Public Service Act 2008* effective at the date this Agreement operates from shall not be reduced for the life of this Agreement.
- (5) Any increases in monetary amounts or other entitlements as a result of Queensland Industrial Relations Commission decisions, government policy, or directives made under the *Public Service Act 2008* will be applied.
- (6) It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant parent award.
- (7) Notwithstanding the minimum wage rates payable in accordance with clause 2.1 the parties agree that wage rates payable under this Agreement may be amended by a Wages Determination. A Wages Determination means:
  - (a) a decision of the Commission; or
  - (b) mutual agreement between the parties.
- (8) The Wages Determination will be in accordance with the parameters contained in the following clauses for the purposes of the *Industrial Relations Act 2016*:
  - (a) The Commission shall hear and determine the quantum of wages provided under this Agreement. Without limiting the quantum that may be determined, the Commission may decide to increase wages above those provided for in accordance with this Agreement or decide that no further wage increases are warranted.
  - (b) The parties will apply for the Wages Determination to be heard by a Full Bench of the Commission.
  - (c) It is the parties' intention for the Wages Determination, to the extent that it is to be heard by a Full Bench of the Commission, to be heard and determined as if the matter were an arbitration under section 180 of the *Industrial Relations Act 2016*, to the extent permitted by law.
  - (d) On making the Wages Determination, the effective date will be no earlier than 1 September 2018. The Wages Determination will apply equally to all cohorts of employees covered by this Agreement. Any increased wages payable under this Agreement as a consequence of the Wages Determination will only be applied to employees covered by this Agreement at the date the Wages Determination is decided by the Commission or agreed between the parties.
- (9) The pay anniversary date will not be varied from 1 September each year as a result of the Wages Determination.
- (10) Wages Determination will finally determine the matter and will become a term of this Agreement and will be enforceable as such.
- (11) There will only be one Wages Determination applied for, heard, determined, decided or agreed to for the life of this Agreement.
- (12) The date the Wages Determination is decided is the date of the decision of the Commission or the date of the agreement between the parties.
- (13) The parties may seek to join the Wages Determination hearing with other certified agreement Wages Determinations relying on the same or similar mechanism.

- (14) It is agreed that any wages determination that is mutually agreed to by the parties covered by the State Government Entities Certified Agreement 2019 or decided by the Commission will be applied and become a term of this agreement.
- (15) If there is a dispute about the application of the parameters for the Wages Determination under this clause, the parties agree that the Commission may hear and decide these matters concurrently with the Wages Determination.

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

- (1) The parties to this Agreement recognise an ongoing commitment to training and development.
- (2) It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives.
- (3) The Parliamentary Service commits to the implementation of improved training and development programs for Electorate office employees. These programs will consider the areas of relevance to electorate office staff and skills required to improve capability and service delivery, while enhancing job satisfaction and employees' professional growth. Further, consideration will be given to the use of technology to maximise accessibility in the delivery of these training initiatives to rural and remote employees.
- (4) Training and assessment of competencies may be provided in accordance with the PSTP or other accredited programs relevant to entity needs to enable employees to meet the requirements of clauses 4.1 and 4.2 of this Agreement.
- (5) The employer acknowledges that reasonable travel time associated with an employee attending training and development opportunities should where practicable be scheduled in paid ordinary work time.
- (6) Access to assistance under an entity's Study and Research Assistance Scheme (SARAS) policy, to enable employees to obtain skills necessary for career progression will not be unreasonably refused.

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

#### **4.1 Commitment**

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

The parties are committed to establishing a working party through the CCF to review the requirements for the recognition of accredited qualifications

## 4.2 Appropriate Remuneration

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

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

## PART 5: CULTURAL AWARENESS AND LEAVE

- (1) The parties recognise the value of diversity in the workplace and the importance of measures that promote diversity and cultural respect, in particular with regard to Aboriginal and Torres Strait Islander peoples and cultures.
- (2) Employees may access up to 5 days unpaid cultural leave per year as prescribed at section 51 of the *Industrial Relations Act 2016*. In addition, eligible employees may also access cultural leave:
- as recreation leave;
  - as unpaid special leave;
  - in lieu of public holidays (where operational circumstances permit);
  - as accrued time leave; or
  - at the required time with such time made up at a later date.
- (3) The Parliamentary Service will, upon request, report to the relevant CC about cultural awareness training and activities.

## PART 6: PAID PARENTAL LEAVE

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

## PART 7: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT

### 7.1 Employment Security

- (1) The Parliamentary Service is committed to maximum employment security in accordance with Appendix 3 of this Agreement for tenured employees by developing and maintaining a responsive, impartial and efficient Parliamentary service as the preferred provider of existing services to the community.
- (2) The parties acknowledge that there are specific termination procedures applicable to Electorate Office staff contained within the Queensland Parliamentary Service Award - State 2015.
- (3) On a half yearly basis, a communication will be sent to entities by the Office of Industrial Relations emphasising the commitment to permanent employment and maximising employment security consistent with the provisions of this Agreement.

## 7.2 Permanent Employment

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

## 7.3 Temporary Employment

- (1) The Parliamentary Service acknowledges the criteria listed under section 149 of the *Public Service Act 2008* as the accepted criteria when considering the appropriateness of a person's temporary employment.
- (2) The Parliamentary Service commits, where possible, to collect data about temporary engagements with a view to enabling reporting to consultative committees on a quarterly basis about the number of temporary engagements. other'.
- (3) Consistent with the commitment to the maximisation of permanent employment. The Parliamentary Service will endeavour to maximise part-time hours for permanent part-time employees where possible.

## 7.4 Organisational Change and Restructuring

- (1) The Parliamentary Service is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (2) These commitments are effected through the Government's policy on *Employment Security* and the *Contracting-Out of Government Services* contained at appendices 3 and 4 of this Agreement. Without limiting or enhancing the existing policies, the employer acknowledges where operational decisions or contracting out of services decisions result in organisational change or restructure the policies provide for:
  - the need to demonstrate clear benefits and enhanced service delivery to the community;
  - avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community;
  - Cabinet approval is required for all major organisational change and restructuring in entities in accordance with the considerations outlined in the policies;
  - where an agency has made a decision to introduce major organisational change or restructuring, it will notify affected employees/unions and discuss the changes as early as practicable. This may be undertaken through forums such as Agency Consultative Committees;
  - Cabinet approval for contracting-out proposals that meet specified criteria including significant impact on the government's workforce in terms of joblosses.
- (3) The Parliamentary Service shall provide in writing to the members of their CC of their intention to implement organisational changes that may affect the employment security of employees, prior to the commencement of any planned changes. This shall include all information required to be provided in accordance with the "Introduction of changes" and "Redundancy" clauses of relevant

awards. The Parliamentary Service will, where requested to provide relevant unions with a listing of the affected staff comprising name, job title and work location.

- (4) It is acknowledged that management has a right to implement changes to ensure the effective delivery of services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the CC (or equivalent) in a timely manner.
- (5) The parties agree that the Parliamentary Service may report to unions on a quarterly basis the current status of employment practices within the entity. This report should be provided on a quarterly basis at the CC. Specifically, the report should detail the following:
  - (a) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;
  - (b) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
  - (c) the number of people engaged through labour hire;
  - (d) any significant variance in the number of permanent employees;
  - (e) the conversion of temporary employees to tenured status.
- (6) Permanent Parliamentary Service employees, outside of existing electorate office employee termination provisions contained in the Queensland Parliamentary Service Award - State 2015, will not be forced into unemployment as a result of organisational change or changes in entity priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and alternative placement opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available. The Parliamentary Service and employees will comply with all relevant directives (as amended). Where an employee refuses to participate or cooperate in these processes, the full provisions of the directive pertaining to retrenchment may be followed to the extent of their applicability.
- (7) Provisions and entitlements relating to organisational change and restructuring can be found in the directives relating to early retirement, redundancy and retrenchment (as amended) which will apply for the life of this Agreement.
- (8) The Parliamentary Service must provide relevant information to the relevant union/s when it intends to apply the provisions of the directive (as amended) relating to early retirement, redundancy and retrenchment where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same time the Service's intentions are communicated to the employee. An affected employee must be provided with notice of the Service's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.
- (9) The parties recognise the cultural diversity, rights, views and expectations of Aboriginal and Torres Strait Islander peoples in the delivery of culturally appropriate services and that additional consultation may be required if changes to these services are proposed to ensure there is a community benefit.

## **PART 8: SALARY PACKAGING**

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

## **PART 9: CONSULTATIVE COMMITTEES**

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

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

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

- (1) The parties agree that employees should be consulted about decisions which may affect their employment or welfare, and that meaningful consultation with affected employees leads to improved organisational outcomes.

- (2) In recognition of clause 9.1 (1), the Parliamentary Service will have a joint union/employer CC. The CC will be used to facilitate consultation on a broad range of issues to the parties commit to agree about local arrangements about workplace consultation and appropriate attendees at CC. The issues for workplace consultation may include but are not limited to discussion of matters arising from this Agreement such as:
- (a) Workload Management (Part 16);
  - (b) Organisational Change and Restructuring (Part 7.4);
  - (c) Training (Part 3);
  - (d) Union Encouragement (Part 12);
  - (e) Work/Life Balance (Part 20);
  - (f) Organisational matters such as the review of, changes to or introduction of new workforce management policies;
  - (g) Fair Career Paths (Part 17);
  - (h) Improving Gender Equity (Part 19); and
  - (i) Cultural Awareness activities and training (Part 5).

to the Parties agree to establish a consultative forum at the local level. This forum will allow for consultation, engagement and dispute resolution directly between affected employees (through their union delegates to the committee/forum) and the relevant decision-makers.

- (3) The Parliamentary Service, in consultation with the relevant unions, a framework for the conduct of consultation within the entity within six months of the date of operation of this Agreement. This framework should take into account the organisational structure of the entity, the different parties that should be involved in consultative processes, and the interaction between various consultative mechanisms, including the provision of data (consisting of employee name, job title, work location (including floor level where possible), anticipated effect, rationale for change and potential timeframes) where relevant.
- (4) This Agreement, through various provisions, allocates a number of roles and responsibilities to CCs which the Parliamentary Service will ensure occur in accordance with the provisions of this Agreement and the Terms of Reference template for CCs. The parties to this Agreement agree to review and update the Terms of Reference template for CCs within six months of the date of operation of this Agreement.

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

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

## **PART 11: ILO CONVENTIONS**

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

## **PART 12: UNION ENCOURAGEMENT**

- (1) The Parliamentary Service recognises the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (2) An application for union membership and information on the relevant unions will be provided to all employees at the point of engagement.
- (3) Information on the relevant union(s) will be included in induction materials.
- (4) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (5) The Parliamentary Service will, provide relevant unions with complete lists of new starters (consisting of name, job title, work email, work location (including floor level where possible), award and employment status (permanent/temporary/casual)) to the workplace on a quarterly basis, unless agreed between the relevant entity and union to be on a more regular basis. This information is to be provided electronically.
- (6) The Parliamentary Service will, where requested to provide relevant unions with a listing of current staff comprising name, job title, work email, work location (including floor level where possible), award and employment status (permanent/temporary/casual)). This information shall be supplied on a six monthly basis, unless agreed between the relevant entity and union to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined at s.350 of the *Industrial Relations Act 2016*. This information is to be provided electronically.
- (7) The Parliamentary Service will provide relevant unions with complete lists of employment separations (consisting of name, job title, work location, award and employment status (permanent/temporary/casual)) to the workplace on a quarterly basis, unless agreed between the relevant entity and union to be on a more regular basis. This information is to be provided electronically.

## **PART 13: UNION DELEGATES**

- (1) The Parliamentary Service 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) Parliamentary Service employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (3) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage

facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

- (4) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

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

- (1) Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (2) Before the employer approves such leave the union must provide the employer information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, the employer must be satisfied that the proposed course is within the terms of paragraph (1).
- (3) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegated authority) of the Service.
- (4) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the Service, the relevant 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 Unions (ACTU) Congress.
- (6) The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the entity/work unit concerned. At the same time such leave shall not be unreasonably refused.
- (7) At the discretion of the chief executive, employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Ministerial Directive relating to "Special Leave" issued and amended in accordance with section 54 of the *Public Service Act 2008*, in relation to special leave without salary. Conditions outlined in this directive that provide for the employees' return to work after unpaid leave will be met.

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

- (1) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee's health or safety. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

- (3) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
  - (a) The matter is to be discussed by the employee's union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days.
  - (b) If the matter is not resolved as per (a) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days.
  - (c) If the matter remains unresolved it may be referred by the employee and/or his/her union representative to the CC for discussion and appropriate action. This process should not exceed 14 days.
  - (d) If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.
- (5) Nothing contained in this procedure shall prevent unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (6) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

## **PART 16: WORKLOAD MANAGEMENT**

- (1) The Parliamentary Service is committed to working with its employees and the union to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore the Parliamentary Service should ensure safe work environments are not compromised, and that responsibilities under legislation including duty of care to all employees are complied with.
- (2) It is recognised by the employer that unrealistic expectations should not be placed on employees by line management to consistently perform excessive working hours whereby no opportunities arise to utilise accrued time or time off in lieu (TOIL).
- (3) The Parliamentary Service acknowledges that the Queensland Government intend to review the existing workload management tool during the life of State Government Entities Certificate Agreement 2019. The Parliamentary Service commits to considering the outcome of this review with a view to adapting to the specific circumstances relating to the Parliamentary Service electorate office environment.
- (4) In addition, the parties agree that each CC will deal with the issue of workload management. The activities of the CC in the area of workload management should include, but not be limited to, the following:
  - (a) To undertake research on local workload management issues;
  - (b) To address specific workload issues referred by staff of work units, union officials and/or management;
  - (c) To develop expedient processes for referral of workload issues to the CC;
  - (d) Based on research, develop strategies to improve immediate and long term workload issues;

- (e) To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee;
- (f) To consider the impacts on workloads when organisational change occurs, and make recommendations to affected workgroups on the management of potential workload issues where appropriate.

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

### **17.1 General Provisions**

- (1) The employer acknowledges that absences from the workforce due to family responsibilities and utilisation of flexibility measures should not be considered barriers to progression.
- (2) Entities will report to the relevant CC on measures taken to support improved career paths.
- (3) The Parliamentary Service, in consultation with the relevant CC will ensure that it has a review process in place to allow aggrieved employees the opportunity to raise concerns about the work value assessment (utilising the job evaluation management system (JEMS) or other approved methodology) of their position. These processes will provide the opportunity for consultation with the relevant union and may include a union representative as part of the process.
- (4) 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: FAIR TREATMENT AT WORK**

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

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

- (1) The parties acknowledge the benefits of flexibility in the workplace and the employer is committed to supporting flexibility and gender equity in accordance with its legislative obligations.
- (2) The parties agree that cultural change is necessary to ensure flexible work arrangements are not perceived to be gender related and do not result in unintended consequences.
- (3) The parties are committed to driving cultural change with specific emphasis on the promotion of and availability of flexibility measures for all employees irrespective of gender.
- (4) The employer confirms its commitment to supporting women in the workplace and recognises the importance of gender pay equity.
- (5) The parties acknowledge that cultural change is necessary to ensure that the gender pay gap is reduced during the life of this Agreement.
- (6) Where requested by the union/s the parties commit to include a Equal Employment Opportunity Subcommittee within the Agency Consultative Committee, to promote cultural change and support flexibility and gender equity in the workplace.

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

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

## **PART 21: INTRODUCTION OF TECHNOLOGY/FUTURE OF WORK**

- (1) The parties acknowledge the potential for 'intensification of work' through boundaries between work life and home life being blurred as a result of the inclusion or advancement of technology.
- (2) The Parliamentary Service commits to considering the Office of Industrial Relations' developed circular outlining the expectations around the use of personal and/or entity technology.
- (3) The Parliamentary Service, through the relevant CC, will consult on proposed technological change or advancements which may affect or impact on employee's employment.

## **PART 22: WORKPLACE BULLYING**

- (1) All employees have the right to be treated fairly and with dignity in an environment free from disruption, intimidation, harassment, victimisation and discrimination.
- (2) The employer commits to raise further awareness of the protections for employees from bullying and harassment as provided under the *Industrial Relations Act 2016*.

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

- (1) The parties recognise that the workplace plays a vital role in assisting employees affected by mental health issues and commits to:
  - (a) fostering communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support; and
  - (b) fostering a respectful, empathetic and inclusive work environment to assist and support to employees.

- (c) The Parliamentary Service, through the CC, will implement a suitable program to provide mental health first aid training or similar to an appropriate number of employees, over the life of this Agreement, prioritising training for existing Health and Safety Representatives and First Aid Officers who express an interest.
- (2) The employer acknowledges the specialist skills of Employee Assistance Programs (EAP), in particular specialist skills in supporting persons affected by mental health issues. In addition to the EAP, the employer commits to considering, through entity CCs, additional services as required to ensure appropriate consideration of cultural, regional and remote needs for employees affected by mental health issues.

#### **PART 24: CLIENT AGGRESSION**

- (1) The parties recognise that client aggression is a workplace health and safety issue affecting some public sector workplaces and agree that violence and aggression by clients towards staff is not acceptable.

#### **PART 25: FIRE WARDENS AND WHS REPRESENTATIVES**

- (1) The employer acknowledges the importance of the role of fire wardens and workplace health and safety representatives and the value of their contribution to the workplace.
- (2) The employer will ensure that employees who have been appointed or elected to these roles in the workplace have sufficient time free from other duties to complete these responsibilities.

#### **PART 26: RURAL AND REMOTE**

- (1) The parties acknowledge the importance of regional, rural and remote jobs in delivering services to the community.
- (2) The employer acknowledges the importance of relevant professional development and training for employees in regional, rural and remote areas, together with its greater accessibility for those employees through technology.

#### **PART 27: OTHER INITIATIVES**

- (1) **Review of Classification and Remuneration Structure**
  - (a) The parties have agreed that during the life of this agreement to establish a working party to review the existing Electorate Officer and Assistant Electorate Officer Classification and remuneration structure.
- (2) **Overtime**
  - (a) The parties agree to monitor and report through the CC, paid overtime funded from the Electorate and Communication Allowance.

**(3) Recognition of Previous Service**

- (a) The parties have agreed to extend the entitlement of the Ministerial Directive relating to recognition of previous service to electorate staff who are re-appointed and:
- i. the appointment is within one term and three months from the date of termination;
  - ii. whose employment was terminated due to the retirement or defeat of a Member at an election.

is to have their previous service counted for the purpose of calculating any-

- i. sick leave accumulation;
- ii. long service leave entitlement;
- iii. salary payable (paypoint and increment); and
- iv. paid parental leave.

**(4) Relief Staff Allocation**

- (a) The parties agree to monitor and report through the CC, the use of the Relief Staff Allocation in relation to the engagement of relief staff.

**SIGNATORIES**

**Signed by the Clerk of Parliament**

)  
)

Neil Laurie

**In the presence of:**

Sandy Musch

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

)  
)

Alex Scott

In the presence of:

Michael Thomas

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

)  
)

Gary Bullock

In the presence of:

Melanie Little

Signed for and on behalf of Queensland Services, Industrial Union of  
Employees

)  
)

Neil Henderson

In the presence of:

Peter Morris

## APPENDIX 1: SALARY SCHEDULES

<b>Queensland Parliamentary Service Award – State 2015</b>			
<b>ELECTORATE OFFICER STREAM</b>			
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>			
EO	1	\$2,569.00	\$2,481.10
	2	\$2,656.00	\$2,568.90
	3	\$2,811.00	\$2,723.90
	4	\$2,900.00	\$2,814.10
	5	\$2,992.00	\$2,904.40
	6	\$3,082.00	\$2,995.30
	7	\$3,241.00	\$3,156.80
	8	\$3,333.00	\$3,248.50
	9	\$3,425.00	\$3,339.60
	10	\$3,515.00	\$3,431.20
Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(15) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the Parliamentary Service Intranet.			

<b>Queensland Parliamentary Service Award – State 2015</b>			
<b>ASSISTANT ELECTORATE OFFICER STREAM</b>			
<b>Classification Level</b>	<b>Pay Point</b>	<b>Award Rate of Pay</b>	<b>State Government Entities Certified Agreement Rate of Pay</b>
		<b>Salary 01/09/2019 Per Fortnight</b>	<b>Salary 01/09/2019 Per Fortnight (2.5% p.a. increase)</b>
<b>The applicable rate is whichever is higher. See Clause 2.10(6) of this Agreement</b>			
L1	1	<b>\$2,393.00</b>	\$2,303.80
	2	<b>\$2,480.00</b>	\$2,392.60
	3	<b>\$2,569.00</b>	\$2,481.10
	4	<b>\$2,656.00</b>	\$2,568.90
Clause 2.10(6) and the wages determination mechanism at clause 2.10(7)-(15) of this Agreement mean that rates payable may change. Future rates for 1/09/2020, 1/09/2021 and 1/09/2022 or any changed rates will be updated at the Parliamentary Service Intranet.			

## APPENDIX 2: AUSTRALIAN QUALIFICATIONS FRAMEWORK

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

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

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

### Why is the AQF important?

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

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

The AQF:

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

## APPENDIX 3: EMPLOYMENT SECURITY POLICY

### 1. Introduction

The Queensland Government has restored this employment security policy for government agencies as part of its commitment to restoring fairness for its workforce.

The Government is committed to maximum employment security<sup>7</sup> for permanent government employees (as outlined in section 2 – Application) by developing and maintaining a responsive, impartial and efficient government workforce as the preferred provider of existing services to Government and the community. The workforce’s commitment to continue working towards achievement of best practice performance levels makes this commitment possible.

The Government is also committed to providing stability to the government workforce by curbing organisational restructuring. The focus will be on pursuing performance improvement strategies for the government workforce to achieve “best value” delivery of quality services to the community, in preference to restructuring, downsizing or simply replacing government workers with non-government service providers. A greater emphasis will be placed on effective change management, which together with workforce planning, career planning and skills development will ensure that the government workforce has the flexibility and mobility to meet future needs.

Further, the Government undertakes that permanent government employees will not be forced into unemployment as a result of organisational change or changes in agency priorities other than in exceptional circumstances. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities, and involuntary redundancy will only occur in exceptional circumstances, and only with the approval of the Commission Chief Executive, Public Service Commission.

### 2. Application

This policy applies to all permanent employees of Queensland Government agencies (including departments, public service offices, statutory authorities and other government entities as defined under the *Public Service Act 2008*).

This policy does not apply to government employees who are subject to disciplinary action which would otherwise result in termination of employment, or who are not participating in reasonable opportunities for retraining, deployment or redeployment.

### 3. Authority

This policy was approved by Cabinet on 30 March 2015.

### 4. Policy

#### 4.1 Permanent Employment

The Queensland Government is committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. Agencies are encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

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<sup>7</sup> Employment security is a commitment to continuing employment in government, as distinct from job security. This distinction recognises that jobs may change from their current form, as the skills mix and composition of the government workforce vary to meet changing government and community service needs.

#### **4.2 Organisational change and restructuring**

It is the Government's intention that future organisational change and restructuring will be limited in scale. All organisational change will need to demonstrate clear benefits and enhanced service delivery to the community. The objective is to stabilise government agencies, and to avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community.

Cabinet approval is required for all major organisational change and restructuring in agencies:

- (a) that will significantly impact on the government workforce (e.g. significant job reductions, deployment to new locations, alternative service delivery arrangements, etc). The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within agencies, and ordinarily organisational restructuring should not result in large scale "spilling" of jobs.
- (b) that will have major social and economic implications, particularly in regional and rural centres where the government is committed to maintaining government employment. Proposals affecting these centres need to carefully evaluate the impact on communities to ensure that short-term efficiency gains are balanced against the long-term social and economic needs of these communities.

The agency will need to demonstrate that any proposed organisational change or restructuring will result in clearly defined service enhancements to government and/or the community, as identified in a business case, and be undertaken through a planned process. Where an agency has made a decision to introduce major organisational change or restructuring, it will notify affected employees/unions and discuss the changes as early as practicable. This may be undertaken through forums such as Agency Consultative Committees.

The requirement to obtain Cabinet approval for major organisational change is not intended to reduce the flexibility of Chief Executives in their day-to-day management of agencies' operations. Chief Executives retain prerogative over normal business activities to manage the government workforce, (such as job reclassification, job redesign, performance management, disciplinary action and transfers), and organisational improvement initiatives (such as process re-engineering, changes in work practices and the introduction of new technology).

#### **4.3 Employees affected by organisational change**

The government undertakes that tenured government employees will not be forced into unemployment as a result of organisational change, other than in exceptional circumstances.

Government employees affected by performance improvement initiatives or organisational change will be offered maximum employment opportunities within the government, including retraining, deployment, and redeployment. Only after these avenues have been explored will voluntary early retirement be considered.

Where continuing employment in the government is not possible, support, advice and assistance will be provided to facilitate transition to new employment opportunities. In the event of a decision to outsource a government service, the agency should ensure that every effort is directed towards assisting employees to take up employment with the external provider. Retrenchment will only be undertaken in exceptional circumstances where deployment or redeployment are not options, and only with the approval of the Commission Chief Executive, Public Service Commission.

#### **4.4 Consultation**

For further advice on the application of this policy, agencies should consult with the Office of Industrial Relations.

## APPENDIX 4: QUEENSLAND GOVERNMENT POLICY ON THE CONTRACTING-OUT OF SERVICES

### 1. Application

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

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

In this regard, the government has restored the following policy on contracting-out of services as part of its commitment to restoring fairness for the government workforce. This policy<sup>8</sup> applies to all Queensland Government agencies (including departments, public service offices, statutory authorities, and other government entities as defined under the Public Service Act 2008) and all tenured employees of these agencies. The government recognises that, in the case of Queensland Health (comprising the Department of Health and the Hospital and Health Services), public health services are provided through a mix of in-house delivered services and partnerships with non-government, community and private sector health providers.

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

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

This policy does not apply to the normal purchase of inputs to government agencies such as office supplies and consultancies. It does however apply to contractual arrangements such as cleaning and other 'hotel' type services. Where there are major joint ventures or co-locations with the private sector (e.g. hospital co-locations) decisions on the delivery of support services will be made on a case by case basis.

### 2. Authority

This policy was released on 16 January 2016.

### 3. Policy

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

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

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

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<sup>8</sup> This policy should be read in conjunction with applicable industrial instruments.

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

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

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

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

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

### **3.2 Services currently contracted-out**

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

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

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

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

### **3.3 New services**

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

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

- any social and/or economic impact on the Queensland community;
- the impact on regional and rural communities;

- the impact on future competitive tendering in a market where the government will have no capacity to bid;
- why the service needs to be delivered by a non-government service provider; and
- the cost implications for government.

### **3.4 Services in replacement facilities**

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

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

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

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

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

### **3.5 Implementing the Policy on the Contracting-Out of Services**

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

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

**APPENDIX 5: QUEENSLAND GOVERNMENT COMMITMENT TO UNION ENCOURAGEMENT**

The Queensland Government has made a commitment to encourage union membership among its employees. As part of this commitment the government will:

- Acknowledge union delegates and job representatives have a role to play within a workplace, including during the agreement making process. The existence of accredited union delegates and/or job representatives is to be encouraged. Accredited union delegates and/or job representatives shall not be unnecessarily hindered in the reasonable and responsible performance of their duties.
- Subject to relevant legislation, allow employees full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected. Delegates will be provided reasonable access to facilities for the purpose of undertaking union activities.
- Encourage the establishment of joint union and employer consultative committees at a central and agency level.
- Promote reasonable and constructive industrial relations education leave in the form of paid time off to acquire knowledge and competencies in industrial relations.
- Provide an application for union membership and information on the relevant union(s) to all employees at the point of engagement and during induction.
- At the point of engagement, provide employees with a document indicating that the Agency encourages employees to join and maintain financial membership of an organisation of employees that has the right to represent their industrial interests.
- Subject to relevant privacy considerations, provide union(s) with details of new employees.

The active cooperation of all managers and supervisors is necessary to ensure that the government can honour this commitment.

Passive acceptance by agencies of membership recruitment activity by unions does not satisfy the government's commitment. Encouragement requires agencies to take a positive, supportive role, although ultimately it remains the responsibility of the unions themselves to conduct membership recruitment.