

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

State of Queensland (Department of Housing and Public Works)

AND

Association of Professional Engineers, Scientists and Managers, Australia, Queensland  
Branch, Union of Employees

Together Queensland, Industrial Union of Employees

(Matter No. CB/2020/71)

**CITEC CERTIFIED AGREEMENT 2019**

Certificate of Approval

On 11 September 2020 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

<b>Name of Agreement:</b>	<i>CITEC Certified Agreement 2019</i>
<b>Parties to the Agreement:</b>	State of Queensland (Department of Housing and Public Works)  Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees  Together Queensland, Industrial Union of Employees
<b>Operative Date:</b>	11 September 2020
<b>Nominal Expiry Date:</b>	31 October 2023
<b>Previous Agreements:</b>	<i>CITEC Certified Agreement 2016</i>
<b>Termination Date of Previous Agreements:</b>	11 September 2020 (Matter No CB/2020/70)

By the Commission

S C PIDGEON  
Industrial Commissioner

11 September 2020

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 2016*

(No. CB/2020/X)

**CITEC CERTIFIED AGREEMENT 2019**

This Agreement, having been made under the *Industrial Relations Act 2016* on 11 September 2020 between the State of Queensland (Department of Housing and Public Works), Together Queensland, Industrial Union of Employees and The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees, witnesses that the parties mutually agree as follows:

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This Agreement shall be known as the *CITEC Certified Agreement 2019*.

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**1.3 Application and Parties Bound**

- (a) This Agreement shall apply to persons employed at CITEC, a business unit of the Department of Housing and Public Works (the department), and for whom their classifications and wage rates are prescribed herein.

- (b) The following persons are not covered by this Agreement:
  - (i) the Chief Executive, Senior Executives and Senior Officers under the *Public Service Act 2008*;
  - (ii) appointments made on a fixed term declared under s. 121 of the *Public Service Act 2008*; and
  - (iii) 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).
- (c) The parties bound by this Agreement are:
  - (i) the Director-General of the department;
  - (ii) employees referred to in clause 1.3(a), excluding those referred to in clause 1.3(b);
  - (iii) Together Queensland, Industrial Union of Employees; and
  - (iv) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees.

#### **1.4 Date and Period of Operation**

- (a) This Agreement shall operate from the date of certification until the nominal expiry date of 31 October 2023.
- (b) The parties have agreed that, once certified, the Agreement's terms will be given operative effect on and from 1 November 2019.

#### **1.5 Replacement Agreement**

- (a) This Agreement replaces the *CITEC Certified Agreement 2016* insofar as it has application to employees bound by this Agreement.
- (b) The parties agree to terminate the *CITEC Certified Agreement 2016* on or following certification of this Agreement.

#### **1.6 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.

#### **1.7 Relationship to Awards and Industrial Instruments**

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.

#### **1.8 Facilitative Provisions**

Subject to clause 2.2, to achieve ongoing workplace changes and flexibility in conditions throughout the period of the Agreement, workplace practices and arrangements to meet CITEC business requirements, including those not subject to this Agreement, may be varied, subject to the following conditions:

- (a) The proposed changes to conditions of employment have been agreed to by the majority of staff affected by the proposal. Where this is required, all employees directly affected will be consulted as a group and addressed by representatives of the CITEC Consultative Committee (CC) and/or representatives of other relevant unions. In these circumstances, agreement is defined as a majority of employees affected. However, it is acknowledged by the parties that consensus should, wherever possible, be the basis of agreement. In determining the outcome, neither party will unreasonably withhold agreement;
- (b) In cases of significant workplace changes, the application of a "trial" period, where appropriate; and

- (c) Ratification by the Queensland Industrial Relations Commission (QIRC), where necessary.

## **1.9 Objectives of this Agreement**

- (a) CITEC is a business unit of the department which provides services that affect the daily lives of all Queenslanders. The parties are committed to an effective organisation, delivering quality services to Queenslanders to support the Government's priorities and obligations to the community. As such, CITEC will strive for improvements in service delivery, improved efficiency and effectiveness of its operations, particularly as it clarifies its future operating model.
- (b) The objectives of this Agreement are to provide a framework for CITEC, a business unit of the department, its employees and relevant unions to work together towards providing a range of information and communications technology services on behalf of the Queensland Government. These objectives shall be met by:
  - (i) actively promoting improvements in all areas of the business through best practice, staff participation, and a process of continuous review;
  - (ii) developing a flexible, highly skilled, workforce that is responsive to client requirements through ongoing learning opportunities;
  - (iii) enhancing communication processes between management, employees and unions to ensure that staff are adequately informed, and that disputes are constructively resolved;
  - (iv) providing a supportive, inspiring, work environment which values innovation and enthusiasm;
  - (v) recognising the importance of work life balance for all employees; and
  - (vi) ensuring a safe and healthy workplace for all employees.

## **1.10 Consultation on Alignment of Employment Conditions**

- (a) The parties recognise that the department has a variety of employees covered by the *Queensland Public Service Officers and Other Employees Award – State 2015* with differing employment arrangements. This is a significant issue for the department as differing employment conditions create:
  - (i) barriers to workplace flexibility and mobility of the workforce;
  - (ii) a perception of disparity between employees covered by different certified agreements; and
  - (ii) administrative complexity for the department and employees.
- (b) During the life of the Agreement, the parties commit to having constructive discussions with a view to aligning CITEC employment conditions with those applicable to a majority of the department's employees covered by the *Queensland Public Service Officers and Other Employees Award – State 2015*. The discussions are to be guided by the principle of no reduction in the terms and conditions of employment applicable under the relevant industrial instruments applying to the employees immediately prior to any alignment of conditions.
- (c) Should an early termination of all or part of this Agreement be required, an application to the QIRC for an earlier termination or amendment will only be made with the consent of the parties.
- (d) Without limiting the potential outcomes of these discussions, if the parties reach agreement to align CITEC employment conditions, with those applicable to a majority of the department's employees covered by the *Queensland Public Service Officers and Other Employees Award – State 2015*, the parties recognise that the options may include transitioning all or some CITEC employees to the *State Government Entities Certified Agreement 2015* (or its successor agreements).

## **1.11 Equity Considerations**

- (a) This Agreement will achieve the principal objects specified in sections 4(i), 4(j), 4(k), 4(l), 4(m) and 4(r) of the *Industrial Relations Act 2016*. CITEC will respect and value the diversity of our employees through helping to prevent and eliminate discrimination.
- (b) In addition, the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect that would contravene the *Anti-Discrimination Act 1991*.

### 1.12 Definitions and Abbreviations

"AQF" means the Australian Qualifications Framework; a national system of qualifications encompassing all post-compulsory education. The AQF is set out in Appendix 2.

"Department" means the Department of Housing and Public Works.

## PART 2: WAGES

### 2.1 New Wage Rates

- (a) Wage increases to apply to employees covered by this Agreement are as follows:
  - (i) 2.5% on 1 November 2019
  - (ii) 2.5% on 1 November 2021
  - (iii) 2.5% on 1 May 2022.
  - (iv) 2.5% on 1 November 2022
- (b) The parties acknowledge that the wage increase applying from 1 November 2019 in clause 2.1(a)(i) above has been paid in advance of certification in accordance with the *Industrial Relations Act 2016* (Chapter 15A).
- (c) Appendix 1 sets out the wage rates for the life of this agreement.

### 2.2 One-Off Payment

- (a) A one-off payment of \$1250 (pro-rata for part-time and casual employees) will be payable following certification of this Agreement to eligible employees identified in this clause. An eligible employee is defined as:
  - (i) a permanent or temporary employee employed under this Agreement as at the date of certification of this Agreement; or
  - (ii) a casual employee employed under this Agreement as at the date of certification. A casual employee is defined as an employee who has 'continuity of service' under the applicable agreement (i.e. must have worked at some point in the 3 months immediately prior to the date of certification).
- (b) The one-off payment will be paid as soon as practicable following the certification date of this Agreement by the Queensland Industrial Relations Commission and will not form part of future certified agreements.
- (c) The \$1250 'one-off payment' will be paid pro rata to part-time employees based on their part-time status as at, or average ordinary hours worked in the preceding 12 months prior to, the date of certification of this agreement, whichever is greater (capped at \$1250).
- (d) For casual employees, the pro-rata payment will be based upon the average ordinary hours worked by that casual employee in the preceding 12 months prior to the date of certification (capped at \$1250).
- (e) This payment is a one-off payment, subject to tax and will not form part of base salary.
- (f) Employees who have ceased employment prior to the date of certification will not be eligible for the payment.

- (g) Eligible employees who have returned from parental leave on a part-time arrangement between the operative date of this agreement and date of certification of this agreement, will have their payment calculated based upon the greater of their full-time equivalent employment status:
- (i) immediately prior to commencing parental leave; or
  - (i) as at the certification date of this Agreement.

### **2.3 No Further Claims**

- (a) This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.
- (b) The following changes may be made to employees' rights and entitlements during the life of this Agreement:
- (i) Subject to sub-clause (d) herein:
    - General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
    - Any improvements in conditions that are determined on a whole-of-government basis; and
    - Reclassifications.
  - (ii) Subject to sub-clause (d) herein, any consent agreement between the parties occurring as a result of continued discussions in relation to aligning CITEC staff employment conditions with those applicable to a majority of the Department's employees covered by the *Queensland Public Service Officers and Other Employees Award – State 2015*.
- (c) The Queensland Industrial Relations Commission State Wage Increases awarded during 2019 and thereafter will not be in addition to the wage increases provided by this Agreement.
- (d) In order to provide for the potential outcomes arising from discussions conducted during the life of this Agreement with a view to aligning CITEC staff employment conditions as outlined in clause 1.10 and 2.3(b)(ii), it is further agreed that, subject to the parties reaching a consent position, an application may be made to the QIRC for an earlier termination or amendment of this Agreement.
- (e) This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- (f) Unless inconsistent with the terms of this Agreement, the entitlements of employees covered by this Agreement as contained in awards, agreements, Queensland Industrial Relations Commission orders, directives or determinations 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.
- (g) 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.
- (h) It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant parent award.

### **2.4 No Loss of Show Day**

- (a) 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.

- (b) 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 Shift Work**

Shift arrangements for computer operators shall continue to apply as set out in Appendix 3.

## **2.6 On-Call Allowance**

- (a) The on-call allowance is payable for a week, weekend or individual on-call period as defined in clause 2.7 below. An officer must be on-call for the entire twelve (12) hour period to receive an on-call allowance.
- (b) Calculation of the on-call allowance is based on the hourly rate for a PO2(1) classification level. The rate per hour for each twelve (12) hour weeknight and weekend shifts are 7% and 14% respectively of the PO2(1) hourly rate.
- (c) This arrangement provides for any increase in the PO2(1) hourly rate to also increase the on-call allowance.

## **2.7 On-Call Periods**

On-call periods for which an officer is eligible to receive the on-call allowance are:

- (a) Weeknights:

Mon 1800 to Tues 0600  
Tue 1800 to Wed 0600  
Wed 1800 to Thur 0600  
Thur 1800 to Fri 0600

- (b) Weekends:

Fri 1800 to Sat 0600  
Sat 0600 to Sat 1800  
Sat 1800 to Sun 0600  
Sun 0600 to Sun 1800  
Sun 1800 to Mon 0600

- (c) Public Holidays (to be paid at the weekend rate):

1800 on preceding day to 0600 on Public Holiday  
0600 on Public Holiday to 1800 on Public Holiday  
1800 on Public Holiday to 0600 on next day

## **2.8 Recall to Duty while On Call**

- (a) For the purposes of this Agreement, any unscheduled overtime performed while an employee is on-call is referred to as "recalled to duty from on call".
- (b) The weekly on-call allowance also includes payment for the first two (2) hours of any time during the week that the employee is recalled to duty from on call.
- (c) Any additional recalls to duty from on call is paid in accordance with existing overtime arrangements under the *Queensland Public Service Officers and Other Employees Award - State 2015* subject to relevant cut off limits (in terms of classification levels eligible to be paid overtime).
- (d) Where an officer is on-call for only part of a week, the following reference table is provided to determine the amount of recall to duty time included in the on-call allowance.

***Table 1: Recall to duty time included for partial weeks***



<b>On-Call Periods Making Up Partial Week</b>	<b>Number Of On-Call Periods</b>	<b>Amount Of Recall to Duty time Included In The On-Call Allowance</b>
Fri 1800 to Mon 0600	Five	1 hour 15 minutes
Mon 1800 to Tue 0600 Tue 1800 to Wed 0600 Wed 1800 to Thu 0600 Thu 1800 to Fri 0600	Five	1 hour 15 minutes
Fri 1800 to Sat 0600		
Wed 1800 to Thu 0600	One	15 minutes
Mon 1800 to Wed 0600 Thu 1800 to Fri 0600 (Note: These periods are not consecutive)	Three	45 minutes
Sat 0800 to Sat 1800 Sat 1800 to Sun 0600	Two	30 minutes

- (e) The included recall to duty time is subtracted from the total recall to duty from on call time worked for each week (i.e. seven (7) consecutive days) to determine the amount of paid recall to duty time.
- (f) The minimum recall to duty time associated with on-call are:
  - (i) 15 minutes for work performed at home;
  - (ii) 2 hours for a site visit (including travelling time to and from the site).
- (g) An employee may be entitled to a meal allowance in conjunction with time worked when re-called to duty from on call.

## **2.9 Fatigue Leave**

- (a) The on-call employee is entitled to a ten (10) hour fatigue break after completing their recall to duty and before resuming work during standard working hours under the following circumstances:
  - (i) The recall to duty from on call is two (2) hours or greater.
  - (ii) The accumulated recalls to duty during in a single on-call period is two (2) hours or greater.
- (b) The employee will not be disadvantaged by this break. The timesheet of the on-call employee who has taken a fatigue break will reflect that a standard day was worked. If an on-call employee eligible for a fatigue break is required to resuming work during standard working hours less than ten (10) hours after completing a recall to duty from on call, the employee may be eligible to receive overtime rates for each hour worked until the fatigue break is taken.

## **2.10 Continuous On-Call**

Wherever possible, arrangements should be made to ensure that employee are not on-call for more than two (2) consecutive weeks without alternating the on-call responsibilities with one (1) or more employees. In extenuating circumstances, it is allowable for an employee to be continuously on-call for a maximum of 13 weeks. This should be sufficient time for alternative on-call arrangements to be made.

## **2.11 Travel and Telephone Expenses**

- (a) Where a site visit is required, if the employee uses their own and/or public transport, reimbursement shall be paid. Public transport costs will be reimbursed on presentation of tickets. Parking expenses will be

reimbursed, however employee should try CITEC's parking areas and street parking in the first instance.

- (b) To claim reimbursement for these expenses, employees must complete appropriate claim forms.
- (c) Similarly, telephone expenses incurred by the employee while recalled to duty from on call shall be reimbursed (e.g. calls made from a modem or telephone at the employee's place of residence). Records of calls must be kept and a claim submitted.

### **PART 3: TRAINING**

- (a) The parties to this Agreement recognise an ongoing commitment to training and development. It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives.
- (b) To achieve the desired levels of knowledge and skills, there should be an emphasis upon building capability around key occupations through career development, job design, performance development, and workforce planning. The objective of this approach is to improve workforce capability and CITEC's service delivery while enhancing job satisfaction and employees' professional growth.
- (c) Training and assessment of competencies may be provided in accordance with the Public Services Training Package or other accredited programs relevant to CITEC 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**

The parties are committed to the principle that financial recompense shall be provided for public sector employees in the specified classifications who meet the following requirements:

- (a) an accredited qualification at the AQF level specified or higher achieved through training and assessment of competencies (including recognition of current competencies); and
- (b) reached the maximum pay point of the specified Classification Level in the Administration Stream or the Operational Stream; and
- (c) spent one (1) calendar year on the maximum pay point (or, in the case of casual employees, have spent one (1) calendar year and worked 1200 hours at the maximum pay point).

#### **4.2 Appropriate Remuneration**

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

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

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

#### **5.1 Employment Security**

- (a) CITEC is committed to maximum employment security for tenured public sector employees by developing and maintaining a responsive, impartial and efficient public service as the preferred provider of existing services to Government and the community.
- (b) CITEC acknowledges that direct employment of labour will be a key component of the workforce and will work to reinforce job security.

## 5.2 Permanent Employment

- (a) The parties are committed to maximizing permanent employment where possible. Casual or temporary forms of employment or labour hire should only be utilized where permanent employment is not viable or appropriate. CITEC is encouraged to proactively utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs. In particular, the future of work should be at the forefront of CITEC's considerations in workforce planning and recruitment. CITEC should review current and future capability requirements and funding availability and projections ahead of advertising roles with a view to maximising permanent employment.
- (b) CITEC 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.

## 5.3 Organisational Change and Restructuring

- (a) CITEC is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (b) These commitments are effected through the Government's policy on employment security and contracting-out of government services contained at appendices 4 and 5 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:
  - (i) the need to demonstrate clear benefits and enhanced service delivery to the community;
  - (ii) avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community;
  - (iii) Cabinet approval is required for all major organisational change and restructuring in entities in accordance with the considerations outlined in the policies;
  - (iv) 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;
  - (v) Cabinet approval for contracting-out proposals that meet specified criteria including significant impact on the government's workforce in terms of job losses.
- (c) CITEC shall provide in writing to the members of the CITEC CC of its 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. CITEC is also required, where requested, to provide relevant unions with a listing of the affected staff comprising name, job title and work location.
- (d) It is acknowledged that management has a right to implement changes to ensure the effective delivery of public services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the CITEC CC (or equivalent) in a timely manner, either party may refer the matter to the Agency Consultative Committee for resolution.
- (e) The parties agree that CITEC should report to unions on a quarterly basis the current status of employment practices within CITEC. This report should be provided on a quarterly basis at the CITEC CC. Specifically, the report should detail the following:
  - (i) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;
  - (ii) a report on the variance from the previous quarter in the use of casuials, temporaries and the number of people engaged through labour hire;

- (iii) the number of people engaged through labour hire;
  - (iv) any significant variance in the number of permanent employees;
  - (v) the conversion of temporary employees to tenured status.
- (f) Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and alternative placement opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available. CITEC 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.
  - (g) All provisions and entitlements relating to organisational change and restructuring can be found in the directives relating to early retirement, redundancy and retrenchment and employment arrangements following workplace change (as amended) which will apply for the life of this Agreement.
  - (h) CITEC 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 CITEC's intentions are communicated to the employee. An affected employee must be provided with notice of CITEC's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.
  - (i) 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 6: SALARY PACKAGING**

- (a) Salary packaging is available for employees (excluding short-term casual employees) employed by CITEC covered by this Agreement in accordance with Queensland Government policy as issued from time to time.
- (b) CITEC is to apply the following principles for employees that avail themselves of salary packaging:
  - (i) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
  - (ii) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
  - (iii) increases or variations in taxation are to be passed to employees as part of their salary package;
  - (iv) where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is strongly recommended to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
  - (v) CITEC will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
  - (vi) there will be no significant additional administrative workload or other ongoing costs to the employer;
  - (vii) any additional administrative and fringe benefit tax costs are to be met by the employee;
  - (viii) any increases or variations to taxation, excluding payroll tax, that result in additional costs are to be passed on to the employee as part of the salary package.
- (c) The employee's salary for superannuation purposes and severance and termination payments will be the gross

salary which the employee would receive if not taking part in flexible remuneration packaging.

- (d) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

#### **PART 7: CONSULTATIVE COMMITTEES**

- (a) 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.
- (b) CITEC will have a joint union/employer CC. The CC will be used to facilitate consultation on a broad range of issues. The parties are open to considering local arrangements about workplace consultation and appropriate attendees at the CITEC CC. The issues for workplace consultation may include but is not limited to discussion of matters arising from this Agreement such as:
  - (i) training (Part 3);
  - (ii) organisational change and restructuring (Part 5);
  - (iii) union encouragement (Part 10);
  - (iv) workload management (Part 15);
  - (v) work/life balance (Part 17);
  - (vi) fair career paths (Part 23).
  - (vii) improving gender equity (Part 24);
  - (viii) labour hire;
  - (ix) contractors;
  - (vi) organisational matters such as the review of, changes to, or introduction of new workforce management policies
- (c) The CITEC CC may agree to establish standing committees, sub-committees, or other additional consultative structures with agreed terms of reference/operating principles.

#### **PART 8: COLLECTIVE INDUSTRIAL RELATIONS**

- (a) CITEC acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of CITEC 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.
- (b) CITEC 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.
- (c) CITEC is committed to collective agreements and will not support non-union agreements.

#### **PART 9: ILO CONVENTIONS**

CITEC as an employer recognises its obligations to give effect to international labour standards including freedom of association, workers' representatives, collective bargaining and equality of opportunity for all public sector workers.

## **PART 10: UNION ENCOURAGEMENT**

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

## **PART 11: UNION DELEGATES**

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

## **PART 12: INDUSTRIAL RELATIONS EDUCATION LEAVE**

- (a) Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the an employee's capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (b) Before CITEC 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 proposed attendees, and the types of employees at whom the course is targeted. Before approving leave, CITEC must be satisfied that the proposed course is within the terms of clause 12(a).
- (c) Employees may be granted up to five (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 CITEC.
- (d) Additional leave, over and above five (5) working days non-cumulative (or the equivalent hours) in any one

(1) calendar year may be granted where approved structured employees' training courses involve more than five (5) working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of CITEC, the relevant union and the employee.

- (e) Upon request and subject to approval by the chief executive (or delegated authority) of CITEC, employees may be granted paid time off in special circumstances to attend Union Management Committee Meetings, Union Conferences, and ACTU Congress.
- (f) The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of CITEC. At the same time such leave shall not be unreasonably refused.
- (g) At the discretion of the chief executive of CITEC, 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 without salary. Conditions outlined in the Ministerial Directive that provide for the employees' return to work after unpaid leave will be met.

### **PART 13: WORKPLACE BULLYING**

- (a) CITEC is committed to providing a healthy and safe working environment that is free from any form of unacceptable workplace behaviour including bullying, sexual harassment, discrimination and/or vilification.
- (b) CITEC commits to raise further awareness of the protections for employees from bullying and harassment as provided under the *Industrial Relations Act 2016*.

### **PART 14: CLIENT AGGRESSION**

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 15: WORKLOAD MANAGEMENT**

- (a) CITEC is committed to working with its employees and relevant unions to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore CITEC should ensure safe work environments are not compromised and that its responsibilities under legislation, including duty of care to all employees, are complied with.
- (b) It is recognised by CITEC 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).
- (c) CITEC 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.
- (d) CITEC acknowledges the commitment of the Queensland Government to the implementation of the workload management tool during the life of this Agreement. CITEC commits to adopting the tool, with appropriate adaptations to reflect the circumstances that exist within CITEC to ensure easier application of the tool.
- (e) In addition, the parties agree that the CITEC CC will deal with the issue of workload management. The activities of the CITEC CC in the area of workload management should include, but not be limited to, the following:
  - (i) to undertake research on local workload management issues;
  - (ii) to address specific workload issues referred by staff of work units, union officials and/or management;
  - (iii) to develop expedient processes for referral of workload issues to the CITEC CC;

- (iv) based on research, develop strategies to improve immediate and long term workload issues;
- (v) to assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee;
- (vi) 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 16: DOMESTIC AND FAMILY VIOLENCE**

- (a) CITEC is strongly committed to providing a healthy and safe working environment for all employees. It is recognised that employees sometimes face difficult situations in their work and personal life, such as domestic and family violence, that may affect their attendance, performance at work or safety.
- (b) Domestic and family violence occurs when one person in a relevant relationship uses violence and abuse to maintain power and control over the other person. This can include behaviour that is physically, sexually, emotionally, psychologically or economically abusive, threatening, and coercive or aimed at controlling or dominating the other person through fear.
- (c) Domestic and family violence can affect people of all cultures, religions, ages, genders, sexual orientations, educational backgrounds and income levels.
- (d) Managers, supervisors and all employees are committed to making the CITEC a great place to work. The workplace can make a significant difference to employees affected by domestic and family violence by providing appropriate safety and support measures. Domestic violence and relevant relationship is that as defined under Division 2 and Division 3 of the *Domestic and Family Violence Protection Act 2012*.
- (e) During the life of the Agreement the parties will work together to implement key government initiatives to support employees affected by domestic violence and family violence to ensure a supportive environment is provided within CITEC.

#### **PART 17: WORK/LIFE BALANCE**

- (a) CITEC is committed to workplace practices that improve the balance between work, family and life for its employees.
- (b) 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:
  - (i) flexible working arrangements, including telecommuting/working from home and co-working spaces/distributed work centres;
  - (ii) secondments and interchanges;
  - (iii) career breaks;
  - (iv) transition to retirement.
- (c) CITEC 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 employees emphasising CITEC's commitment to workplace flexibility, CITEC's obligation in accordance with the *Industrial Relations Act 2016* and promoting various flexible work options potentially available to CITEC staff, including compressed hours.

#### **PART 18: 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 19: CULTURAL LEAVE**

- (a) The parties recognise the value of diversity in the workplace and the importance of measures that promote diversity and cultural respect, in particular with regard to Aboriginal and Torres Strait Islander peoples and cultures.
- (b) 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:
  - (i) as recreation leave;
  - (ii) as unpaid special leave;
  - (iii) in lieu of public holidays (where operational circumstances permit);
  - (iv) as accrued time leave; or
  - (v) at the required time with such time made up at a later date.

#### **PART 20: PREVENTION AND SETTLEMENT OF DISPUTES**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee's health or safety.
- (c) 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.
- (d) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (e) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
  - (i) 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;
  - (ii) if the matter is not resolved as per clause 20(d)(i) 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;
  - (iii) if the matter remains unresolved it may be referred by the employee and/or their union representative to the Executive Director, Enabling Services and/or the Executive Director, Integration and Enabling Technologies for discussion and appropriate action. This process should not exceed 14 days;
  - (iv) 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.
- (f) 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.
- (g) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

## **PART 21: HOURS OF WORK**

### **21.1 Spread of Hours**

The ordinary spread of hours of all full-time permanent and temporary employees will be 6.00am to 6.00pm Monday to Friday, inclusive.

### **21.2 Spread of Hours – Brisbane Central Business District**

- (a) These provisions shall apply only to employees engaged under the *Queensland Public Service Officers and Other Employees Award – State 2015* where the employee's place of work, at daily commencing and finishing times, is within the Australian Bureau of Statistics Statistical Local Areas of "City – Remainder" and "City – Inner" within the Statistical Subdivision of "0501 – Inner Brisbane".
- (b) In recognition of the problems associated with increased traffic congestion into the Central Business District of Brisbane, the parties agree to a wider ordinary spread of hours of 6.00am to 7.00pm for full-time and part-time employees only.
- (c) The purpose of such an arrangement is to allow employees and supervisors to mutually agree to changes to existing commencing and finishing times in order that the employees can commence and/or finish their working hours outside the recognised peak times of 7.00am to 9.00am and 4.00pm to 6.00pm.
- (d) For the purposes of application of the Ministerial Directive relating to Excess Travel Time, which only applies to employees subject to the *Queensland Public Service Officers and Other Employees Award – State 2015*, the ordinary spread of hours for the purposes of Part C (Excess Travel Time) shall be 6.00am to 7.00pm.
- (e) The parties affirm that the capacity for an individual employee to have an ordinary spread of hours of 6.00am to 7.00pm by mutual agreement under these provisions will not be used as the rationale to alter customer service delivery arrangements of CITEC affected by these provisions.
- (f) All other conditions contained in Awards and Ministerial Directives (as amended) relating to overtime, meal breaks and meal allowances shall continue to apply.

### **21.3 Hours of Work**

- (a) The parties agree to the following provisions which will apply from the commencement of the next pay fortnight following certification of this Agreement.
- (b) As a commercialised business unit, CITEC operates under a 36.25 hour week, as a permanent standard working week. To allow for an improved work/life balance, this arrangement is operated in the following manner:
  - (i) Spread of hours – 6.00am to 6.00pm (and up to 8.00pm by mutual agreement).
  - (ii) 36.25 hour week – the parties recognise that the 36.25 hour week is the permanent standard working week in CITEC. Neither party will unreasonably withhold consent for this change to be included in the Award during the life of this Agreement.
- (c) In recognition of the change to a 36.25 hour working week, the parties agree to meet and identify potential productivity initiatives by the end of October 2020. Any such initiatives will be implemented by agreement and set out in an exchange of letters between the parties.
- (d) Changes to the existing spread of ordinary hours and related new hours of work arrangements may be introduced for employees covered by this Agreement. The introduction of such arrangements will be by agreement between the chief executive and the majority of employees affected and the relevant unions. In reaching agreement, no party will unnecessarily delay the process or unreasonably withhold consent. Any such agreement will occur in accordance with clause 6.2 of the *Queensland Public Service and Other Employees Award State 2015*.

### **21.4 Accumulated Time Arrangements**

- (a) Accumulated Time in conjunction with the 36.25 hour week, operates as per the following guidelines:
  - (i) Managers, supervisors, and staff are all responsible and accountable for their unit's 36.25 hour week and accumulated time arrangements meeting CITEC's business needs. The main consideration in any decisions on accumulated time arrangements must be that CITEC's clients' needs and business requirements are met.
  - (ii) The standard day is 7 hours 15 minutes.
  - (iii) All work areas should be staffed from 8.00am to 5.30pm as a minimum.
  - (iv) Each Unit Manager may determine the earliest and latest commencement times for their unit, taking into consideration the operational requirements of their particular work area.
  - (v) Lunch break to be taken between the fourth and sixth hours (30 minutes minimum - 2 hours maximum).
  - (vi) Maximum leave that may be taken from accumulated leave credits is 36.25 hours (i.e. five (5) full days accumulated time) per 28 day accumulated time cycle.
  - (vii) For 2 hours or more accumulated time leave, the minimum notification will be one (1) full day prior to the proposed leave date.
  - (viii) Accumulated carryover reflects business/client requirements. Maximum of 36.25 hours and minimum of zero at end of accumulated time cycle. There is to be no negative balance at the end of each settlement period.

*Note: Should accumulated leave credits exceed 36.25 hours and the excess balance is the result of organisational requirements, then alternative arrangements may be negotiated between the manager and the employee.*

*Note: Supervisors are to be notified of sick leave/special leave by 9.00am that day.*

## **21.5 Management of Annual Leave**

- (a) The parties acknowledge the importance of ensuring that all staff avail themselves of appropriate recreation leave.
- (b) In an attempt to address this issue the following practices have been implemented to ensure that staff are encouraged to take appropriate recreational leave:
  - (i) staff advised of leave balances through pay advice slips, including alerting to excessive leave balances;
  - (ii) an excessive recreation leave report is forwarded to the employee's supervisor to inform them that the employee will soon reach the maximum accrual; and
  - (iii) promotion of scheduling of leave by supervisors in consultation with employees.
- (c) Should recreation leave balances exceed the current limit, and the excess balance is a result of organisational requirements, then alternative arrangements will be negotiated between the employer and the employee.

## **PART 22: CONSULTATION ON SIGNIFICANT ISSUES**

- (a) The parties acknowledge that the Central Consultative Forum (CCF) is developing a framework in relation to the process for consultation when potential significant issues affecting the workplace are identified.
- (b) The parties agree to the adoption of the framework, with appropriate adaptations to reflect the circumstances that exist within CITEC and the broader Department of Housing and Public Works.

## **PART 23: FAIR CAREER PATHS**

- (a) 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.
- (b) CITEC, in consultation with the CITEC 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 within six months of the date of certification of this Agreement. These processes will provide the opportunity for consultation with the relevant union and may include a union representative as part of the process.
- (c) 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 24: IMPROVING GENDER EQUITY**

- (a) The parties acknowledge the benefits of flexibility in the workplace and the department is committed to supporting flexibility and gender equity in accordance with its legislative obligations.
- (b) 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.
- (c) 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.
- (d) CITEC confirms its commitment to supporting women in the workplace and recognises the importance of gender pay equity.
- (e) The parties acknowledge that cultural change is necessary to ensure that the gender pay gap is reduced during the life of this Agreement.
- (f) Where requested by the union/s the parties commit to establish an Equal Employment Opportunity Subcommittee of the Agency Consultative Committee, to promote cultural change and support flexibility and gender equity in the workplace

**APPENDIX 1: SALARY SCHEDULES**

<b>Administrative Stream</b>									
<b>Classification Level</b>	<b>Increment Point</b>	<b>Fortnightly Salary</b>				<b>Annualised Salary</b>			
		<b>From 1/11/19 (2.5%)</b>	<b>From 1/11/21 (2.5%)</b>	<b>From 1/5/22 (2.5%)</b>	<b>From 1/11/22 (2.5%)</b>	<b>From 1/11/19 (2.5%)</b>	<b>From 1/11/21 (2.5%)</b>	<b>From 1/5/22 (2.5%)</b>	<b>From 1/11/22 (2.5%)</b>
AO1	1	\$1,518.13	\$1,556.08	\$1,594.98	\$1,634.86	\$39,606.86	\$40,597.03	\$41,611.96	\$42,652.26
	2	\$1,608.58	\$1,648.80	\$1,690.02	\$1,732.27	\$41,966.80	\$43,015.97	\$44,091.37	\$45,193.65
	3	\$1,698.56	\$1,741.02	\$1,784.55	\$1,829.16	\$44,314.17	\$45,422.03	\$46,557.58	\$47,721.52
AO2	1	\$1,903.27	\$1,950.85	\$1,999.62	\$2,049.61	\$49,654.99	\$50,896.36	\$52,168.77	\$53,472.99
	2	\$1,950.37	\$1,999.13	\$2,049.11	\$2,100.34	\$50,883.76	\$52,155.85	\$53,459.75	\$54,796.24
	3	\$1,997.35	\$2,047.28	\$2,098.46	\$2,150.92	\$52,109.32	\$53,412.06	\$54,747.36	\$56,116.04
	4	\$2,044.47	\$2,095.58	\$2,147.97	\$2,201.67	\$53,338.63	\$54,672.10	\$56,038.90	\$57,439.87
	5	\$2,092.28	\$2,144.59	\$2,198.20	\$2,253.16	\$54,586.12	\$55,950.78	\$57,349.55	\$58,783.28
	6	\$2,143.38	\$2,196.96	\$2,251.89	\$2,308.18	\$55,919.19	\$57,317.17	\$58,750.10	\$60,218.85
	7	\$2,198.93	\$2,253.91	\$2,310.25	\$2,368.01	\$57,368.58	\$58,802.79	\$60,272.86	\$61,779.68
	8	\$2,259.55	\$2,316.04	\$2,373.94	\$2,433.29	\$58,950.07	\$60,423.82	\$61,934.42	\$63,482.78
AO3	1	\$2,415.35	\$2,475.73	\$2,537.63	\$2,601.07	\$63,014.78	\$64,590.15	\$66,204.91	\$67,860.03
	2	\$2,507.74	\$2,570.44	\$2,634.70	\$2,700.57	\$65,425.26	\$67,060.89	\$68,737.42	\$70,455.85
	3	\$2,600.13	\$2,665.13	\$2,731.76	\$2,800.05	\$67,835.48	\$69,531.36	\$71,269.65	\$73,051.39
	4	\$2,693.85	\$2,761.20	\$2,830.23	\$2,900.99	\$70,280.72	\$72,037.74	\$73,838.68	\$75,684.65
AO4	1	\$2,855.46	\$2,926.84	\$3,000.01	\$3,075.01	\$74,496.79	\$76,359.21	\$78,268.19	\$80,224.89
	2	\$2,950.26	\$3,024.01	\$3,099.61	\$3,177.10	\$76,970.11	\$78,894.36	\$80,866.72	\$82,888.39
	3	\$3,045.07	\$3,121.20	\$3,199.23	\$3,279.21	\$79,443.70	\$81,429.79	\$83,465.54	\$85,552.18
	4	\$3,140.12	\$3,218.62	\$3,299.09	\$3,381.56	\$81,923.44	\$83,971.53	\$86,070.82	\$88,222.59
AO5	1	\$3,309.32	\$3,392.05	\$3,476.85	\$3,563.77	\$86,337.66	\$88,496.11	\$90,708.51	\$92,976.22
	2	\$3,405.70	\$3,490.84	\$3,578.11	\$3,667.56	\$88,852.17	\$91,073.47	\$93,350.31	\$95,684.07
	3	\$3,501.83	\$3,589.38	\$3,679.11	\$3,771.09	\$91,360.26	\$93,644.26	\$95,985.37	\$98,385.00
	4	\$3,599.66	\$3,689.65	\$3,781.89	\$3,876.44	\$93,912.47	\$96,260.28	\$98,666.79	\$101,133.46
AO6	1	\$3,804.00	\$3,899.10	\$3,996.58	\$4,096.49	\$99,243.66	\$101,724.75	\$104,267.87	\$106,874.56
	2	\$3,894.70	\$3,992.07	\$4,091.87	\$4,194.17	\$101,610.01	\$104,150.26	\$106,754.02	\$109,422.87
	3	\$3,984.93	\$4,084.56	\$4,186.67	\$4,291.34	\$103,964.07	\$106,563.17	\$109,227.25	\$111,957.93
	4	\$4,075.02	\$4,176.90	\$4,281.32	\$4,388.35	\$106,314.38	\$108,972.24	\$111,696.55	\$114,488.96
AO7	1	\$4,265.00	\$4,371.63	\$4,480.92	\$4,592.94	\$111,270.92	\$114,052.69	\$116,904.01	\$119,826.61
	2	\$4,369.23	\$4,478.46	\$4,590.42	\$4,705.18	\$113,990.00	\$116,839.75	\$119,760.74	\$122,754.76
	3	\$4,474.06	\$4,585.92	\$4,700.56	\$4,818.08	\$116,725.12	\$119,643.25	\$122,634.33	\$125,700.19
	4	\$4,577.68	\$4,692.12	\$4,809.43	\$4,929.66	\$119,428.42	\$122,414.13	\$125,474.48	\$128,611.35
AO8	1	\$4,732.27	\$4,850.58	\$4,971.84	\$5,096.14	\$123,461.58	\$126,548.12	\$129,711.82	\$132,954.61
	2	\$4,824.43	\$4,945.04	\$5,068.67	\$5,195.38	\$125,865.91	\$129,012.55	\$132,237.87	\$135,543.81
	3	\$4,916.81	\$5,039.73	\$5,165.73	\$5,294.87	\$128,276.12	\$131,483.02	\$134,770.10	\$138,139.35
	4	\$5,008.85	\$5,134.07	\$5,262.42	\$5,393.98	\$130,677.24	\$133,944.17	\$137,292.78	\$140,725.10

**Professional Stream**

Classification Level	Increment Point	Fortnightly Salary				Annualised Salary			
		From 1/11/19 (2.5%)	From 1/11/21 (2.5%)	From 1/5/22 (2.5%)	From 1/11/22 (2.5%)	From 1/11/19 (2.5%)	From 1/11/21 (2.5%)	From 1/5/22 (2.5%)	From 1/11/22 (2.5%)
PO1	1	\$1,554.26	\$1,593.12	\$1,632.94	\$1,673.77	\$40,549.50	\$41,563.24	\$42,602.32	\$43,667.38
	2	\$1,696.60	\$1,739.02	\$1,782.49	\$1,827.05	\$44,263.10	\$45,369.67	\$46,503.91	\$47,666.51
	3	\$1,839.08	\$1,885.05	\$1,932.18	\$1,980.48	\$47,980.17	\$49,179.67	\$50,409.16	\$51,669.39
	4	\$1,981.29	\$2,030.83	\$2,081.60	\$2,133.64	\$51,690.55	\$52,982.82	\$54,307.39	\$55,665.07
	5	\$2,058.50	\$2,109.96	\$2,162.71	\$2,216.78	\$53,704.72	\$55,047.34	\$56,423.52	\$57,834.11
	6	\$2,139.70	\$2,193.19	\$2,248.02	\$2,304.22	\$55,823.19	\$57,218.77	\$58,649.23	\$60,115.47
	7	\$2,232.61	\$2,288.43	\$2,345.64	\$2,404.28	\$58,247.30	\$59,703.49	\$61,196.07	\$62,725.98
PO2	1	\$2,413.50	\$2,473.83	\$2,535.68	\$2,599.07	\$62,966.38	\$64,540.54	\$66,154.05	\$67,807.90
	2	\$2,548.96	\$2,612.68	\$2,678.00	\$2,744.95	\$66,500.54	\$68,163.05	\$69,867.13	\$71,613.81
	3	\$2,684.17	\$2,751.27	\$2,820.05	\$2,890.55	\$70,028.01	\$71,778.71	\$73,573.18	\$75,412.51
	4	\$2,819.26	\$2,889.74	\$2,961.99	\$3,036.04	\$73,552.54	\$75,391.36	\$77,276.14	\$79,208.05
	5	\$2,954.83	\$3,028.70	\$3,104.42	\$3,182.03	\$77,089.38	\$79,016.61	\$80,992.03	\$83,016.83
	6	\$3,088.84	\$3,166.06	\$3,245.21	\$3,326.34	\$80,585.56	\$82,600.20	\$84,665.21	\$86,781.84
PO3	1	\$3,244.96	\$3,326.08	\$3,409.23	\$3,494.46	\$84,658.56	\$86,775.03	\$88,944.40	\$91,168.01
	2	\$3,344.76	\$3,428.38	\$3,514.09	\$3,601.94	\$87,262.39	\$89,443.95	\$91,680.04	\$93,972.05
	3	\$3,444.33	\$3,530.44	\$3,618.70	\$3,709.16	\$89,860.06	\$92,106.56	\$94,409.22	\$96,769.45
	4	\$3,545.70	\$3,634.34	\$3,725.20	\$3,818.33	\$92,504.79	\$94,817.41	\$97,187.85	\$99,617.54
PO4	1	\$3,779.39	\$3,873.88	\$3,970.72	\$4,069.99	\$98,601.59	\$101,066.63	\$103,593.30	\$106,183.13
	2	\$3,878.23	\$3,975.19	\$4,074.57	\$4,176.43	\$101,180.28	\$103,709.78	\$106,302.53	\$108,960.09
	3	\$3,977.56	\$4,077.00	\$4,178.93	\$4,283.40	\$103,771.80	\$106,366.09	\$109,025.24	\$111,750.88
	4	\$4,077.01	\$4,178.93	\$4,283.41	\$4,390.49	\$106,366.26	\$109,025.42	\$111,751.05	\$114,544.83
PO5	1	\$4,265.00	\$4,371.63	\$4,480.92	\$4,592.94	\$111,270.92	\$114,052.69	\$116,904.01	\$119,826.61
	2	\$4,369.23	\$4,478.46	\$4,590.42	\$4,705.18	\$113,990.00	\$116,839.75	\$119,760.74	\$122,754.76
	3	\$4,474.06	\$4,585.92	\$4,700.56	\$4,818.08	\$116,725.12	\$119,643.25	\$122,634.33	\$125,700.19
	4	\$4,577.68	\$4,692.12	\$4,809.43	\$4,929.66	\$119,428.42	\$122,414.13	\$125,474.48	\$128,611.35
PO6	1	\$4,732.27	\$4,850.58	\$4,971.84	\$5,096.14	\$123,461.58	\$126,548.12	\$129,711.82	\$132,954.61
	2	\$4,824.43	\$4,945.04	\$5,068.67	\$5,195.38	\$125,865.91	\$129,012.55	\$132,237.87	\$135,543.81
	3	\$4,916.81	\$5,039.73	\$5,165.73	\$5,294.87	\$128,276.12	\$131,483.02	\$134,770.10	\$138,139.35
	4	\$5,008.85	\$5,134.07	\$5,262.42	\$5,393.98	\$130,677.24	\$133,944.17	\$137,292.78	\$140,725.10

## APPENDIX 2: AUSTRALIAN QUALIFICATIONS FRAMEWORK

The Australian Qualifications Framework (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:
<ul style="list-style-type: none"> <li>• Senior Secondary Certificate of Education</li> <li>• Certificate I</li> <li>• Certificate II</li> <li>• Certificate III</li> <li>• Certificate IV</li> <li>• Diploma</li> <li>• Advanced Diploma</li> <li>• Associate Degree</li> <li>• Bachelor Degree</li> <li>• Bachelor Honours Degree</li> <li>• Graduate Certificate</li> <li>• Graduate Diploma</li> <li>• Masters Degree (Research)</li> <li>• Masters Degree (Coursework)</li> <li>• Masters Degree (Extended)</li> <li>• Doctoral Degree</li> </ul>	<ul style="list-style-type: none"> <li>• AQF I</li> <li>• AQF II</li> <li>• AQF III</li> <li>• AQF IV</li> <li>• AQF V</li> <li>• AQF VI</li> </ul>

The organising framework for the AQF is a taxonomic structure of levels and qualification types each of which is defined by a taxonomy of learning outcomes. The taxonomic approach is designed to enable consistency in the way in which qualifications are described as well as clarity about the differences and relationships between qualification types.

### ***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 objectives of the AQF are to provide a contemporary and flexible framework that:

- accommodates the diversity of purposes of Australian education and training now and into the future;
- contributes to national economic performance by supporting contemporary, relevant and nationally consistent qualification outcomes which build confidence in qualifications;
- supports the development and maintenance of pathways which provide access to qualifications and assist people to move easily and readily between different education and training sectors and between those sectors and the labour market;
- supports individuals' lifelong learning goals by providing the basis for individuals to progress through education and training and gain recognition for their prior learning and experiences;
- underpins national regulatory and quality assurance arrangements for education and training;
- supports and enhances the national and international mobility of graduates and workers through increased recognition of the value and comparability of Australian qualifications; and
- enables the alignment of the AQF with international qualifications frameworks.

## APPENDIX 3: SHIFT ARRANGEMENTS FOR COMPUTER OPERATORS

### 1. Application

- (a) This Appendix applies to CITEC Computer Operators participating in shift arrangements contained in clause 3 of this Appendix.
- (b) The provisions of this agreement apply to part-time employees on a *pro-rata* basis.

### 2. Definitions

- (a) **Day shift** means a shift that commences at 6:30am and ends at 6:50pm. Day shifts include:

- (i) a 60 minute meal break which does not count as working time
- (ii) a morning and afternoon tea break of 20 minutes which counts as working time.

*This definition is subject to clause 3(b)(v) of (Appendix 3).*

- (b) **Night shift** means a shift that commences at 6:40pm and ends at 6:40am. Night shifts include 60 minutes of working time that shall be allowed for a crib meal break.

*This definition is subject to clause 3(b)(v) of Appendix 3.*

- (c) **Overtime day shift** means a day shift that has been designated as an overtime shift on the employee's roster.

- (d) **Standard day** means 7.25 hours being one-fifth of the total ordinary weekly hours of CITEC full-time employees under the Agreement.

### 3. Shift Arrangements

- (a) Rostered Shifts

- (i) Employees will participate in an eight (8) week roster, comprising 28 rostered shifts as per the below table.

Shift Type	Number of Shifts	Shift Duration	Total Hours
Day Shift	12	11 hours 20 minutes	136 hours
Night Shift	14	12 hours	168 hours
Overtime Day Shift	2	11 hours 20 minutes	22 hours 40 minutes

- (b) Development of rosters

- (i) Employees are encouraged to provide input in to the development of rosters, however acknowledge that there is no requirement for consultation in the rostering of overtime day shifts.
- (ii) Overtime day shifts will be indicated as such on the roster and will be the same designated shifts for each employee for each roster.
- (iii) Employees shall not be rostered to work more than five (5) consecutive shifts during which period all reasonable efforts will be made to ensure that employees are not required to work more than 3 consecutive night shifts.
- (iv) A framework for rosters is set out as an addendum to this appendix and is constructed so that, under normal circumstances, employees are not rostered for more than two (2) consecutive night shifts.
- (v) The start and end times of shifts may be varied if 75% of the workgroup working under these arrangements



agrees to the change. Workload and work scheduling will be taken into account when considering any changes to start and end times of shifts.

(c) Changes to rosters

Where possible, changes to rosters will be by agreement between CITEC and the affected employee. Where agreement cannot be reached, CITEC may change the roster by providing 24 hours' notice. If less than 24 hours' notice is provided, the employee shall be paid double time for the changed shift.

**4. Payment**

(a) Shift allowance

A shift allowance of 22.5% of the ordinary hourly rate is payable in addition to the ordinary rate for any hours of a night shift that does not attract overtime, weekend or public holiday rates.

(b) Weekend penalty rates

(i) Subject to clause 4(d), time worked between midnight Friday and midnight Saturday will be paid at one and one-half times the ordinary rate.

(ii) Subject to clause 4(d), time worked between midnight Saturday and midnight Sunday will be paid at double the ordinary rate.

(c) Overtime

All overtime worked will be paid at double the hourly rate that would otherwise apply to the hours worked.

(d) Public Holidays

(i) Where an employee is not required to work on a public holiday, they will receive an allowance of a standard day's pay.

(ii) Where an employee is required to work on a public holiday, they will be paid public holiday rates in accordance with the following table:

<b>Hours worked on the public holiday</b>	<b>Payment</b>
Less than 7.25 hours	Standard day's pay plus one-half times the ordinary rate for the hours worked on the public holiday
Greater than or equal to 7.25 hours	One and one-half times the ordinary rate for the hours worked on the public holiday

**5. Leave**

(a) General conditions

(i) Due to staffing levels, leave will generally only be approved for one employee at a time. Consultation will occur where requested periods of leave overlap.

(ii) Consideration of leave applications will generally occur on a first-come, first-served basis. However, in considering request for leave over the Christmas period, priority will be given to employees who worked during the previous Christmas period.

(b) Sick leave

(i) Sick leave will accrue at the rate of 10 standard days per year for full-time employees.

(ii) Subject to clause 5(b)(iii) sick leave taken will be deducted from the existing balance on an hourly basis reflecting the number of hours the employee was rostered to work.

(iii) Where an employee takes sick leave for all or part of an overtime day shift, no deduction will be made from

the employee's sick leave balance and the employee will only be paid overtime for the hours actually worked.

(c) Recreation Leave

- (i) Recreation leave shall accrue at the rate of 25 standard days per year.
- (ii) Recreation leave taken will be deducted from the existing balance on an hourly basis to reflect the projected roster of the employee, provided that no deduction is made or for projected overtime day shifts.

(d) Other leave

Long service leave, special leave and leave for concessional days will be determined in accordance with the provisions applying to other CITEC employees.

***Addendum: Sample Roster***

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

D: Day Shift  
 N: Night Shift  
 OT: Overtime day shift

	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su									
Employee	Week 1							Week 2							Week 3							Week 4							Week 5							Week 6							Week 7							Week 8								
A	D	D	N	N				OT	D	N	N				D	D	N	N			D	D	N	N			OT	D	N	N			D	D	N	N			D	D	N	N			D	D	N	N			D	D	N	N				
B			D	D	N	N				D	D	N	N				OT	D	N	N				D	D	N	N			D	D	N	N				D	D	N	N			D	D	N	N			OT	D	N	N			D	D	N	N
C					OT	D	N	N						D	D	N	N				D	D	N	N				D	D	N	N			OT	D	N	N				D	D	N	N			D	D	N	N			D	D	N	N		
D	N	N					D	D	N	N				D	D	N	N				OT	D	N	N				D	D	N	N				D	D	N	N				OT	D	N	N				D	D	N	N			D	D	N	N

## APPENDIX 4: 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>1</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.

#### 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

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<sup>1</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.

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 Fair and Safe Work Queensland.

## APPENDIX 5: 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>2</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 recognizes 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.

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.

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<sup>2</sup> This policy should be read in conjunction with applicable industrial instruments.

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.



**SIGNATORIES**

Signed by the Director-General of the Department of Housing and Public Works:

Liza Carroll

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: 28 August 2020

In the presence of:

Rachel Louise Maynard

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: 28 August 2020

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

Alex Scott

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: 20 August 2020

In the presence of:

Michael Thomas

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: 20 August 2020

Signed for and on behalf of Professionals Australia:

Adam Kerslake

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: 21 August 2020

In the presence of:

Jessica Hensman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: 21 August 2020