

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

State of Queensland (Department of Housing and Public Works)
(Applicant)

v

Together Queensland, Industrial Union of Employees
(First Respondent)

and

**The Association of Professional Engineers, Scientists and Managers, Australia,
Queensland Branch, Union of Employees**
(Second Respondent)

(Matter No. CB/2020/72)

QBUILD OFFICE STAFF CERTIFIED AGREEMENT 2019

QBuild Office Staff Certified Agreement 2019

Certificate of Approval

On 4 September 2020, the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement: QBUILD OFFICE STAFF CERTIFIED AGREEMENT 2019

Parties to the Agreement:

- the persons employed in QBuild, a business unit of the Department and for whom their classifications and wage rates are prescribed in the certified agreement, excluding employees referred to in clause 1.3(2) of the certified agreement;
- the State of Queensland (Department of Housing and Public Works);
- Together Queensland, Industrial Union of Employees; and
- Professionals Australia.

Operative Date: 4 September 2020

Nominal Expiry Date: 31 May 2023

Previous Agreement: *Building and Asset Services Office Staff Certified Agreement 2016*

Termination Date of Previous Agreement: 4 September 2020

By the Commission.

C.M. HARTIGAN
Industrial Commissioner
4 September 2020.

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

(No. CB/2020/72)

QBUILD OFFICE STAFF CERTIFIED AGREEMENT 2019

PART 1: APPLICATION AND OPERATION

1.1 Title

This Agreement will be known as the *QBuild Office Staff Certified Agreement 2019*.

1.2 Arrangement

- 1.1 Title
- 1.2 Arrangement
- 1.3 Application and Parties Bound
- 1.4 Date and Period of Operation
- 1.5 Posting of Agreement
- 1.6 Relationship to Awards and Industrial Instruments
- 1.7 Replacement Agreement
- 1.8 Objectives of this Agreement
- 1.9 Equity Considerations
- 1.10 Definitions and Abbreviations

PART 2: WAGES AND OTHER CONDITIONS

- 2.1 New Wage Rates
- 2.2 Salary Schedules
- 2.3 No Loss of Show Day
- 2.4 No Further Claims
- 2.5 Locality allowances

PART 3: TRAINING AND DEVELOPMENT

PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS

- 4.1 Commitment
- 4.2 Appropriate Remuneration

PART 5: CULTURAL AWARENESS AND LEAVE

PART 6: PAID PARENTAL LEAVE

PART 7: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT

- 7.1 Employment Security
- 7.2 Permanent Employment
- 7.3 Organisational Change and Restructuring

PART 8: SALARY PACKAGING

PART 9: CONSULTATIVE COMMITTEES

PART 10: COLLECTIVE INDUSTRIAL RELATIONS

PART 11: ILO CONVENTIONS

PART 12: UNION ENCOURAGEMENT

PART 13: UNION DELEGATES

PART 14: INDUSTRIAL RELATIONS EDUCATION LEAVE

PART 15: PREVENTION AND SETTLEMENT OF DISPUTES

PART 16: WORKLOAD MANAGEMENT

PART 17: FAIR CAREER PATHS

PART 18: IMPROVING GENDER EQUITY

PART 19: WORKPLACE BULLYING

PART 20: CLIENT AGGRESSION

PART 21: RURAL AND REMOTE HOUSING

PART 22: WORK/LIFE BALANCE

PART 23: HOURS OF WORK AND LEAVE

23.1 Spread of Hours

23.2 Overtime

23.3 Leave Loading

PART 24: FURNITURE SHIFTS

24.1 Staff Selection

24.2 Hours of Duty

24.3 Team Leaders

24.4 Penalty Rates and Overtime

24.5 Rostered Day Off (RDO) and Public Holidays

APPENDIX 1: Generic Level Statements – Operational Officers Level 8 (OO8)

APPENDIX 2: Locality Allowance Areas

APPENDIX 3: QBuild Office Staff Salary Schedule

APPENDIX 4: Preserved Office Staff Salary Schedule

APPENDIX 5: Australian Qualifications Framework

APPENDIX 6: Employment Security Policy

APPENDIX 7: Queensland Government Policy on the Contracting-out of Services

1.3 Application and Parties Bound

- (1) This Agreement will apply to persons employed in QBuild, a business unit of the Department of Housing and Public Works (the department), and for whom their classifications and wage rates are prescribed herein.
- (2) The Chief Executive, Senior Executives and Senior Officers under the *Public Service Act 2008*; appointments made on a fixed term declared under section 121 of the *Public Service Act 2008*; employees engaged under contractual arrangements (this does not refer to employees under sections 147 and 148 of the *Public Service Act 2008* engaged for a fixed term); and “banded” officers; are not covered by this Agreement.
- (3) The parties bound by this Agreement are the State of Queensland (Department of Housing and Public Works), the employees referred to in clause 1.3(1), excluding those referred to in clause 1.3(2), and:
 - Together Queensland, Industrial Union of Employees (Together); and
 - Professionals Australia.

1.4 Date and Period of Operation

- (1) This Agreement shall operate from the date of certification until the nominal expiry date of 31 May 2023.
- (2) The parties have agreed that the Agreement’s terms will be given operative effect on and from 1 June 2019.

1.5 Posting of Agreement

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

1.6 Relationship to Awards and Industrial Instruments

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

1.7 Replacement Agreement

- (1) This Agreement replaces the *Building and Asset Services Office Staff Certified Agreement 2016* when this Agreement is certified.
- (2) The parties agree to terminate the *Building and Asset Services Office Staff Certified Agreement 2016* when this Agreement is certified.

1.8 Objectives of this Agreement

- (1) The parties are committed to an effective QBuild, delivering quality building services for the Queensland Government to support the Government’s priorities and obligations to the community.
- (2) QBuild will strive for improvements in service delivery, improved efficiency and effectiveness of its operations and activities.

1.9 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*.

1.10 Definitions and Abbreviations

AQF means the Australian Qualifications Framework. The AQF is a system of twelve national qualifications in schools, vocational education and training (TAFEs and private providers) and the higher education sector (mainly universities). The AQF is set out in Appendix 5.

Department means the Department of Housing and Public Works.

QIRC means the Queensland Industrial Relations Commission.

QOSCC means the QBuild Office Staff Consultative Committee.

PART 2: WAGES AND OTHER CONDITIONS

2.1 New Wage Rates

- (1) Subject to more beneficial rates being applied in accordance with clause 2.5(7), 2.5(8) and 2.5(9) of this Agreement, the minimum wage increases, to be applied on the last agreement rates as contained in the *Building and Asset Services Office Staff Certified Agreement 2016*, shall apply to employees covered by this Agreement as follows:

1 June 2019	2.5%
1 June 2020	2.5%
1 June 2022	2.5%
1 December 2022	2.5%

- (2) The parties acknowledge that the wage increase applying from 1 June 2019 in clause 2.1(1) above has been paid in advance of certification in accordance with the *Industrial Relations Act 2016* (Chapter 15A).
- (3) The salary schedules reflecting the rates payable as at 1 June 2019, are set out in Appendix 3 and 4 of this Agreement. Salary schedules for rates payable for future years in light of clause 2.5(8) and 2.5(9), will be published on the department's [intranet](#).

2.2 One-off Payment

- (1) 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:
- (a) a permanent or temporary employee employed under this Agreement as at the date of certification of this Agreement; or
 - (b) 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).
- (2) The one-off payment will be paid as soon as practicable following the certification date of this Agreement by the QIRC and will not form part of future certified agreements.
- (3) 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 the greater (capped at \$1250).
- (4) 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).
- (5) This payment is a one-off payment, subject to tax and will not form part of base salary.
- (6) Employees who have ceased employment prior to the date of certification will not be eligible for the

payment.

- (7) 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:
 - (a) immediately prior to commencing parental leave; or
 - (b) as at the certification date of this agreement.

2.3 Salary Schedules

- (1) 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 inconsistent employment conditions. This is a significant issue for the Department as inconsistent employment conditions create:
 - (a) barriers to workplace flexibility and mobility of the workforce;
 - (b) a perception of inequity amongst the Department’s other employees covered by the *Queensland Public Service Officers and Other Employees Award – State 2015*; and
 - (c) administrative complexity for the Department and employees.
- (2) During the life of the Agreement, the parties commit to having constructive discussions with a view to aligning QBuild office staff employment conditions, including pay rates, to those enjoyed by 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.
- (3) Without limiting the potential outcomes of these discussions, if the parties reach agreement to align QBuild office staff employment conditions, including pay rates, to those enjoyed by 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, subject to negotiations:
 - (a) confirming those agreed employment conditions and pay rates in a replacement QBuild office staff agreement; or
 - (b) transitioning QBuild office staff employees to the *State Government Entities Certified Agreement 2019* (or its successor agreements) and should an early termination of this Agreement be required, only making an application to the QIRC for an earlier termination with the consent of the parties.
- (4) The parties agree that the following salary arrangements will apply to those persons covered by this Agreement:
 - (a) An employee, who prior to the date of certification of this Agreement, was remunerated in accordance with the ‘QBuild Office Staff Salary Schedule’ as set out in Appendix 3, will continue to be remunerated in accordance with that salary schedule.
 - (b) An employee, who prior to the date of certification of this Agreement, was remunerated in accordance with the ‘Preserved Office Staff Salary Schedule’ as set out in Appendix 4, will continue to be remunerated in accordance with that salary schedule, subject to clauses 2.3(4)(c) to 2.3(4)(e) (inclusive).
 - (c) Any new appointment, including promotions, transfers, secondments, higher duties and redeployment, from the date of certification of this Agreement, will be remunerated in accordance with the ‘QBuild Office Staff Salary Schedule’ as set out in Appendix 3.
 - (d) An employee who, prior to the date of certification of this Agreement, was:
 - (i) employed on a temporary basis (including a temporary or casual engagement, higher

duties or secondment)

- (ii) was remunerated in accordance with the 'Preserved Office Staff Salary Schedule' as set out in Appendix 4
- (iii) who has their temporary or casual engagement, higher duties or secondment extended in the same role or are permanently appointed immediately following a temporary or casual engagement, higher duties or secondment in the same role after the date of certification of this Agreement,

will continue to be remunerated in accordance with the 'Preserved Office Staff Salary Schedule' as set out in Appendix 4.

- (e) For the purposes of clause 2.3(4)(d), a role is 'the same role' if the remuneration is at the same classification level (or within the minimum and maximum of the salary range of the classification level of a different classification stream or system) and the role is essentially the same.

2.4 No Loss of Show Day

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

2.5 No Further Claims

- (1) This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.
- (2) The following changes may be made to employees' rights and entitlements during the life of this Agreement:
 - (a) Subject to sub-clause (3) herein:
 - (i) General Rulings and Statements of Policy issued by the QIRC that provide conditions that are not less favourable than current conditions;
 - (ii) Any improvements in conditions that are determined on a whole-of-government basis; and
 - (iii) Reclassifications.
 - (b) Subject to sub-clause (4) herein:
 - (i) Any consent agreement between the parties occurring as a result of continued discussions in relation to aligning QBuild office staff employment conditions, including pay rates, to those enjoyed by a majority of the Department's employees covered by the *Queensland Public Service Officers and Other Employees Award – State 2015*.
- (3) The QIRC State Wage Increases awarded during 2019 and thereafter will not be in addition to the wage increases provided by this Agreement.
- (4) In order to provide for the potential outcomes arising from discussions conducted during the life of this Agreement with a view to aligning QBuild office staff employment conditions as outlined in clause 2.3(2), 2.3(3) and 2.5(2)(b), 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 of the Agreement.
- (5) Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this

Agreement as contained in awards, certified agreements, QIRC orders, determinations or directives made under the *Public Service Act 2008* effective at the date this Agreement operates from, shall not be reduced for the life of this Agreement.

- (6) It is agreed that any increases in monetary amounts or other entitlements as a result of QIRC decisions, government policy, or directives made under the *Public Service Act 2008* will be applied.
- (7) Notwithstanding sub-clause (3) herein, 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.
- (8) Notwithstanding the minimum wage rates payable in accordance with clause 2.1, the parties agree that wage rates payable under this Agreement will be amended by applying the outcome of the Wages Determination arising from the *State Government Entities Certified Agreement 2019*, as it applies to the period 1 June 2019 to 31 May 2023.
- (9) For the purposes of this Agreement, a Wages Determination of the *State Government Entities Certified Agreement 2019* (Wages Determination) means:
 - a. A decision of the Queensland Industrial Relations Commission; or
 - b. Mutual agreement between the parties; and
 - c. In relation to the *State Government Entities Certified Agreement 2019*.

2.6 Locality Allowances

- (1) Locality allowances are payable to eligible employees in accordance with the *Ministerial Directive 16/18 (Locality Allowances)* issued and amended in accordance with section 54 of the *Public Service Act 2008*.
- (2) The rates prescribed by the *Ministerial Directive 16/18 (Locality Allowances)* are increased by 5.5% from 1 January 1997 for all centres other than those in coastal local government areas as at that date and listed in Appendix 2 of this Agreement.

PART 3: TRAINING AND DEVELOPMENT

- (1) The parties to this Agreement recognise an ongoing commitment to training and development through a variety of modes including on the job training, accredited courses and professional development programs.
- (2) The department is committed to supporting learning and development activities which align to performance objectives and career development.
- (3) It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives in an environment where greater focus should be placed on strategies to attract, retain and develop employees with critical skills and abilities.
- (4) 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 agencies' service delivery while enhancing job satisfaction and employees' professional growth.
- (5) The department will continue to support regionally based employees in accessing reasonable capability development, including through the use of technology to enhance accessibility to training opportunities.
- (6) Training and assessment of competencies will be provided in accordance with the Public Services Training Package or other accredited programs relevant to the department's needs to enable employees to meet the requirements of clauses 4.1 and 4.2 of this Agreement.
- (7) The department acknowledges that reasonable travel time associated with an employee attending training and development opportunities should where practicable be scheduled in paid ordinary work time.
- (8) QBuild will pay for continuing professional development (CPD) required in order to maintain qualifications mandatory to the employee's employment.

- (9) Access to assistance under the department'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 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 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).

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: 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.

PART 6: PAID PARENTAL LEAVE

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

PART 7: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT

7.1 Employment Security

QBuild 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.

7.2 Permanent Employment

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

7.3 Organisational Change and Restructuring

- (1) QBuild 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 6 and 7 of this Agreement.
- (3) The department shall provide in writing to the members of the QBuild Office Staff Consultative Committee (QOSCC) 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 department is also required where requested to provide relevant unions with a listing of the affected staff comprising name, job title and work location.
- (4) It is acknowledged that management has a right to implement changes to ensure the effective delivery of public services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the QOSCC (or equivalent) in a timely manner either party may refer the matter as provided in clause 15(4)(c) and 15(4)(d).
- (5) The parties agree that the department should report to unions on a quarterly basis the current status of employment practices within QBuild. This report should be provided on a quarterly basis at the QOSCC. Specifically, the report should detail the following:
 - (a) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;
 - (b) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
 - (c) the number of people engaged through labour hire;
 - (d) any significant variance in the number of permanent employees;
 - (e) the conversion of temporary employees to tenured status.
- (6) Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in QBuild's 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. QBuild 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 department 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 department's intentions are communicated to the employee. An affected employee must be provided with notice of the department intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.

PART 8: SALARY PACKAGING

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

PART 9: CONSULTATIVE COMMITTEES

- (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 (1) above, the department will have a joint union/employer CC. The QOSCC 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 QOSCC. 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 (Clause 7.3);
 - (c) Training and Development (Part 3);
 - (d) Union Encouragement (Part 12);
 - (e) Improving Gender Equity (Part 18);

- (f) Work/Life Balance (Part 22);
 - (g) Labour hire/Contractors;
 - (h) Insourcing; and
 - (i) Organisational matters such as the review of, changes to, or introduction of new workforce management policies.
- (3) The QOSCC may agree to establish standing committees, sub-committees, or other additional consultative structures (such as Local Consultative Committees) with agreed terms of reference/operating principles.
 - (4) In addition to the QOSCC, the parties will facilitate and encourage the operation of consultative forums at the local level. These forums allow for consultation, engagement and dispute resolution directly between affected employees (through their union delegates to the committee/forum) and the relevant decision-makers.
 - (5) The department will develop, in consultation with the relevant unions, a framework for the conduct of consultation within QBuild within six months of the date of certification of this Agreement. This framework should take into account the organisational structure of QBuild, 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.
 - (6) This Agreement, through various provisions, allocates a number of roles and responsibilities to the QOSCC which will ensure occur in accordance with the provisions of this Agreement and the Terms of Reference for the QOSCC. The parties to this Agreement agree to review and update the Terms of Reference for the QOSCC within six months of the date of certification of this Agreement.

PART 10: COLLECTIVE INDUSTRIAL RELATIONS

- (1) QBuild acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of entities and public sector units. The principle recognizes 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) QBuild 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 QIRC.
- (3) QBuild is committed to collective agreements and will not support non-union agreements.

PART 11: ILO CONVENTIONS

- (1) QBuild 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) QBuild recognises the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (2) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (3) Information on the relevant union(s) will be included in induction materials.
- (4) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.

- (5) The department is to provide relevant unions with complete lists of new starters (consisting of name, job title, work email, work location (including floor level where possible), award and employment status (permanent/temporary/casual)) to the workplace on a quarterly basis, unless agreed between the department and the relevant union to be on a more regular basis. This information is to be provided electronically.
- (6) The department is also required where requested to provide relevant unions with a listing of current staff comprising name, job title, work email and work location (including floor level where possible), award and employment status (permanent/temporary/casual). This information shall be supplied on a six-monthly basis, unless agreed between the department and the 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 at section 350 of the *Industrial Relations Act 2016*. This information is to be provided electronically.

PART 13: UNION DELEGATES

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

PART 14: INDUSTRIAL RELATIONS EDUCATION LEAVE

- (1) Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (2) Before QBuild 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 (noncumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegated authority) of the agency.
- (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 Department, the relevant union and the employee.
- (5) Upon request and subject to approval by the chief executive (or delegated authority) of the Department, 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 agency/work unit concerned. At the same time such leave shall not be unreasonably refused.
- (7) At the discretion of the chief executive of the Department, public sector employees may be granted special

leave without pay to undertake work with their union. Such leave will be in accordance with the Ministerial Directive relating to "Special Leave" issued and amended in accordance with section 54 of the Public Service Act 2008, in relation to special leave without salary. Conditions outlined in this directive that provide for the employees' return to work after unpaid leave will be met.

PART 15: PREVENTION AND SETTLEMENT OF DISPUTES

- (1) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (3) There is a requirement for management to provide relevant information and explanation and consult with the employee representatives, where appropriate.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
 - (a) the matter is to be discussed by the employee's nominated representative, where appropriate, and/or the employee(s) concerned and the immediate supervisor in the first instance. The discussion should take place within one (1) working day and the procedure should not extend beyond seven (7) working days;
 - (b) if the matter is not resolved as per (a) above, it shall be referred by the employee's nominated representative, where appropriate, and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond seven (7) working days;
 - (c) if the matter remains unresolved it may be referred by the employee and/or his/her representative to the Deputy Director-General, Building Policy and Asset Management and/or nominee for discussion and appropriate action. This process should not exceed 14 working days;
 - (d) if the matter is not resolved then it may be referred by either party to the QIRC for conciliation, or if necessary, arbitration.
- (5) Nothing contained in this procedure shall prevent the parties to this agreement from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

PART 16: WORKLOAD MANAGEMENT

- (1) QBuild is committed to working with its employees and the public sector unions to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore entities should ensure safe work environments are not compromised, and that agency responsibilities under legislation including duty of care to all employees are complied with.
- (2) It is recognised by QBuild 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) QBuild encourages managers and employees to proactively discuss scheduling of accrued time and/or TOIL. The scheduling of accrued time and TOIL is subject to operational convenience. QBuild will, over the life of the agreement:
 - (a) conduct quarterly audits of QBuild office staff accrued time and TOIL balances and forfeited accrued time;
 - (b) discuss audit findings at QBuild Senior Leadership Team meetings; and

- (c) share audit findings with the relevant union/s, for discussion at QOSCC.
- (4) QBuild 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.
- (5) QBuild remains committed to the implementation of the workload management tool during the life of this Agreement. Within 12 months of the certification of this Agreement the parties agree to utilise the workload management tool to review workload concerns in regional work locations
- (6) In addition, the parties agree that the QOSCC will deal with the issue of workload management. The activities of the QOSCC in the area of workload management should include, but not be limited to, the following:
 - (a) To undertake research on local workload management issues;
 - (b) To address specific workload issues referred by staff of work units, union officials and/or management;
 - (c) To develop expedient processes for referral of workload issues to the CC;
 - (d) Based on research, develop strategies to improve immediate and long-term workload issues;
 - (e) To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee;
 - (f) To consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes, and make recommendations to affected workgroups on the management of potential workload issues where appropriate.

PART 17: FAIR CAREER PATHS

- (1) The 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.
- (2) QBuild, in consultation with the relevant members of the QOSCC, 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.
- (3) 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.
- (4) QBuild acknowledges that absences from the workforce due to family responsibilities and utilisation of flexible work arrangements should not be considered barriers to progression.

PART 18: IMPROVING GENDER EQUITY

- (1) 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.
- (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) QBuild confirms its commitment to supporting women in the workplace and recognises the importance of gender pay equity.
- (5) The parties acknowledge that cultural change is necessary to ensure that the gender pay gap is reduced during the life of this Agreement.
- (6) Where requested by the union/s the parties commit to establish an Equal Employment Opportunity Subcommittee of the Agency Consultative Committee, to promote cultural change and support flexibility and gender equity in the workplace

PART 19: WORKPLACE BULLYING

- (1) QBuild 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.
- (2) QBuild commits to raise further awareness of the protections for employees from bullying and harassment as provided under the *Industrial Relations Act 2016*.

PART 20: 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 21: RURAL AND REMOTE HOUSING

The parties acknowledge the Queensland Government's ongoing commitment in providing employees who reside (either permanently or temporarily) in government owned dwellings with a safe residential environment and acceptable facility standards.

PART 22: WORK/LIFE BALANCE

- (1) QBuild 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:
 - (a) transition to retirement;
 - (b) career breaks;
 - (c) flexible working arrangements; and
 - (d) work from home.
- (3) QBuild acknowledges 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 QBuild's commitment to workplace flexibility, QBuild's obligations in accordance with the *Industrial Relations Act 2016* and promoting the various flexible work options potentially available to QBuild office staff, including compressed hours.

PART 23: HOURS OF WORK AND LEAVE

23.1 Spread of hours

- (1) The ordinary spread of hours will be 6:00am to 7:00pm Monday to Friday inclusive.
- (2) A standard day shall be 7.25 hours, with the ordinary working hours of all full-time employees to be an average of 36.25 per week.

- (3) The ordinary working hours of all full-time employees, exclusive of meal breaks, shall not exceed 10 hours per day, Monday to Friday inclusive.
- (4) 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*.

23.2 Overtime

- (1) Any work performed outside the ordinary spread of hours (6:00 am to 7:00 p.m. Monday to Friday) or in excess of 10 hours exclusive of meal breaks, on any one day shall be classed as overtime.
- (2) Employees must ensure prior to undertaking overtime that it is approved by an authorised delegate.

23.3 Leave Loading

Payment of annual leave loading is to be paid once a year in December.

PART 24: FURNITURE SHIFTS

24.1 Staff Selection

The opportunity to be engaged on such work is to be extended equally to all employees engaged in the immediate locality (e.g. South East Queensland), on a rostered cycle, and who indicate a willingness to make themselves readily available for work outside normal hours. When selecting staff to undertake furniture shifts management should consider the employee's physical capabilities and record of poor performance.

24.2 Hours of duty

- (1) The hours of duty are to suit clients' instructions and as agreed by the team members.
- (2) Employees are entitled to a twenty (20) minute paid break to be taken in the third hour of duty, plus a thirty (30) minute unpaid meal break to be taken between the fourth and sixth hour of duty. These hours may be varied by mutual agreement by the team members.
- (3) Injured or ill employees (leaving the job after commencement of work) are to be paid the Furniture Rate for that day only, then revert to ordinary rates.

24.3 Team Leaders

Team Leaders, elected by the Team Members, are to be paid an allowance equivalent to two (2) hours extra per day in recognition of their level of responsibility. The number of Team Leaders would normally be one (1) for internal shifts and one (1) per building for external shifts.

24.4 Penalty Rates and Overtime

- (1) Payment for such work shall attract a common hourly rate for all employees at the current double time rate for a Builders Labourer. QBuild employees will only be utilised when QBuild is not required to tender for Furniture Shift work.
- (2) A minimum payment of three (3) hours for work on Saturday, and four (4) hours for work on Sunday and Public Holidays at Furniture Rates shall apply.

24.5 Rostered Day Off (RDO) and Public Holidays

- (1) Payment for work on a Public Holiday is at the normal hourly rate in addition to payment of Furniture Package rates for the actual hours worked. There is to be no alternate day off.

- (2) RDO's are to be deferred in situations of operational necessity and normal rates apply for work on that day.

Appendix 1: Generic Level Statement – Operational Officer Level 8 (OO8)

1.1 Work Level Description OO8

- (1) Work at the OO8 level will be at a high level operational supervisory level including responsibility for large and complex work groups or programs.
- (2) It may involve providing advice including policy, administrative or specialist; undertaking work related to the management or administration of a program or activity; service delivery or corporate support functions, including project work and work policy development; preparation or co-ordination of submissions on policy, technical, professional or program issues or administrative matters.
- (3) Liaison with other elements of the organisation, other Government agencies is usually a feature.
- (4) Work also includes the preparation or overseeing the preparation of correspondence and replies to correspondence and preparation of briefing material; and representing the office at meetings, conferences or seminars. Management of occupational groups may be required at this level.

1.2 Characteristics of the work

- (1) Work is undertaken at this level with limited direction as to work priorities and the detailed conduct of the task. The tasks undertaken may be of a complex or specific nature encompassing a major area of operations.
- (2) Direction exercised over work performed at this level may, depending on the function role required, be by way of providing general guidance and advice.
- (3) Work at this level may involve control and / or co-ordination of projects or programs in accordance with corporate goals and requires the development, implementation and evaluation of activities.
- (4) Work at this level may involve independence of action including the use and allocation of resources within the constraints laid down by senior management.
- (5) Decisions taken or delegations exercised at this level may have major impact on the day-to-day operations of the work area. The impact of such decisions on operations is likely to be limited to a specific work area or function. Delegations exercised may, depending on the nature of the work required, involve making determinations, instigating another course of action or reviewing previous decisions.
- (6) Guidelines, rules, instructions or procedures for use by other staff and interested parties may be developed at this level.

1.3 Duties and skills

- (1) Management skills and ability to undertake the allocation and monitoring of resources, the review of operations to determine their effectiveness and contribute to the development of policy initiatives or corporate strategies are usually required at this level.
- (2) Well-developed liaison and communication skills and the ability to negotiate or communicate, under limited direction, on behalf of the agency with clients or interested parties may be needed.
- (3) Work at this level requires a knowledge and awareness of operations as related to Government initiatives or policies.
- (4) The ability to apply or interpret legislation, regulations, instructions or other guideline material relating to the operations, policies or functions of the work area; and the capacity to undertake high level research, reviews or investigations including the preparation of reports and associated papers may also be required.

Appendix 2: Locality Allowance Areas

Local authorities as at 1997

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

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

Broadsound

St Lawrence
Koumala
Carmila
Westwood

Bowen

Collinsville
Abbot Point
Bowen
Armuna
Binbee
Almoola
Scottville
Wilmington
Guthalungra
Kyburra

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

Broadsound

Middlemount
Norwich Park
Dysart
Saraji
German Creek

Bowen

Ravenswood
Birralee
Mt Leyston
Gunjulla
Mt Coolon

For any places not listed which are within the local government areas of Broadsound and Bowen, and for which a Locality Allowance is payable as set out in *Ministerial Directive 16/18 (Locality Allowances)*, the Chief Executive of the entity has the authority to determine whether the place is inside or outside the “coastal” area.

Appendix 3: QBuild Office Staff Salary Schedule

QBuild Office Staff – Administrative Stream pay rates

Classification	Paypoint	QBuild Office Staff Certified Agreement	Award Rate of Pay
		Rate of Pay	
		Salary 01 June 2019 Per Fortnight	Salary 01 September 2019 Per Fortnight
The applicable rate is whichever is higher. See Clause 2.5(7) of this Agreement			
AO1	1	\$1,511.00	\$1,451.00
	2	\$1,596.80	\$1,546.00
	3	\$1,682.90	\$1,640.00
AO2	1	\$1,878.10	\$1,885.00
	2	\$1,923.00	\$1,932.00
	3	\$1,967.70	\$1,981.00
	4	\$2,012.50	\$2,031.00
	5	\$2,059.00	\$2,080.00
	6	\$2,110.00	\$2,130.00
	7	\$2,165.30	\$2,184.00
	8	\$2,227.50	\$2,245.00
AO3	1	\$2,381.30	\$2,393.00
	2	\$2,471.90	\$2,480.00
	3	\$2,563.20	\$2,569.00
	4	\$2,654.90	\$2,656.00
AO4	1	\$2,813.10	\$2,811.00
	2	\$2,906.50	\$2,900.00
	3	\$2,999.30	\$2,992.00
	4	\$3,093.30	\$3,082.00
AO5	1	\$3,259.40	\$3,241.00
	2	\$3,353.10	\$3,333.00
	3	\$3,447.70	\$3,425.00
	4	\$3,541.70	\$3,515.00
AO6	1	\$3,738.40	\$3,707.00
	2	\$3,825.40	\$3,791.00
	3	\$3,912.20	\$3,875.00
	4	\$3,999.20	\$3,959.00
AO7	1	\$4,182.50	\$4,135.00
	2	\$4,283.00	\$4,234.00
	3	\$4,383.60	\$4,331.00
	4	\$4,484.00	\$4,428.00
AO8	1	\$4,632.90	\$4,572.00
	2	\$4,721.70	\$4,660.00
	3	\$4,810.10	\$4,745.00
	4	\$4,899.20	\$4,831.00

QBuild Office Staff – Operational Stream pay rates

Classification	Paypoint	QBuild Office Staff Certified Agreement Rate of Pay	Award Rate of Pay
		Salary 01 June 2019 Per Fortnight	Salary 01 September 2019 Per Fortnight
		The applicable rate is whichever is higher. See Clause 2.5(7) of this Agreement	
001	1	\$1,345.40	\$1,282.00
	2	\$1,446.60	\$1,395.00
	3	\$1,547.20	\$1,489.00
	4	\$1,648.00	\$1,602.00
	5	\$1,748.90	\$1,697.00
	6	\$1,850.30	\$1,810.00
002	1	\$1,878.10	\$1,885.00
	2	\$1,925.10	\$1,935.00
	3	\$1,972.20	\$1,987.00
	4	\$2,019.50	\$2,037.00
003	1	\$2,048.30	\$2,068.00
	2	\$2,087.10	\$2,108.00
	3	\$2,130.50	\$2,152.00
	4	\$2,176.40	\$2,197.00
004	1	\$2,271.10	\$2,285.00
	2	\$2,345.00	\$2,357.00
	3	\$2,419.20	\$2,430.00
	4	\$2,492.70	\$2,500.00
005	1	\$2,558.00	\$2,564.00
	2	\$2,643.40	\$2,645.00
	3	\$2,728.70	\$2,730.00
	4	\$2,813.10	\$2,811.00
006	1	\$2,937.70	\$2,929.00
	2	\$3,014.90	\$3,007.00
	3	\$3,093.30	\$3,082.00
007	1	\$3,241.20	\$3,226.00
	2	\$3,321.20	\$3,301.00
	3	\$3,400.00	\$3,378.00
008	1	\$3,578.00	-
	2	\$3,670.90	-
	3	\$3,766.50	-

QBuild Office Staff – Professional Stream pay rates

Classification	Paypoint	QBuild Office Staff Certified Agreement	
		Rate of Pay	
		Salary 01 June 2019 Per Fortnight	Salary 01 September 2019 Per Fortnight
The applicable rate is whichever is higher. See Clause 2.5(7) of this Agreement			
PO1	1	1,544.50	1,492.00
	2	1,680.40	1,629.00
	3	1,816.20	1,767.00
	4	1,951.40	1,963.00
	5	2,025.40	2,045.00
	6	2,105.40	2,126.00
	7	2,199.10	2,217.00
PO2	1	2,379.00	2,390.00
	2	2,511.90	2,517.00
	3	2,643.90	2,645.00
	4	2,776.80	2,775.00
	5	2,909.50	2,905.00
	6	3,041.60	3,033.00
PO3	1	3,195.00	3,180.00
	2	3,292.70	3,275.00
	3	3,390.10	3,370.00
	4	3,488.00	3,465.00
PO4	1	3,712.80	3,681.00
	2	3,808.80	3,774.00
	3	3,903.70	3,867.00
	4	3,999.20	3,959.00
PO5	1	4,182.50	4,135.00
	2	4,283.00	4,234.00
	3	4,383.60	4,331.00
	4	4,484.00	4,428.00
PO6	1	4,632.90	4,572.00
	2	4,721.70	4,660.00
	3	4,810.10	4,745.00
	4	4,899.20	4,831.00

QBuild Office Staff – Technical Stream pay rates

Classification	Paypoint	QBuild Office Staff Certified Agreement Rate of Pay	Award Rate of Pay
		Salary 01 June 2019 Per Fortnight	Salary 01 September 2019 Per Fortnight
		The applicable rate is whichever is higher. See Clause 2.5(7) of this Agreement	
TO1	1	\$1,544.50	\$1,492.00
	2	\$1,680.40	\$1,629.00
	3	\$1,816.20	\$1,767.00
	4	\$1,951.40	\$1,963.00
	5	\$2,025.40	\$2,045.00
	6	\$2,105.40	\$2,126.00
	7	\$2,199.10	\$2,217.00
TO2	1	\$2,236.70	\$2,254.00
	2	\$2,319.90	\$2,333.00
	3	\$2,403.70	\$2,412.00
	4	\$2,487.70	\$2,495.00
	5	\$2,570.80	\$2,576.00
	6	\$2,654.90	\$2,656.00
TO3	1	\$2,813.10	\$2,811.00
	2	\$2,889.10	\$2,884.00
	3	\$2,965.60	\$2,958.00
	4	\$3,041.60	\$3,033.00
TO4	1	\$3,195.00	\$3,180.00
	2	\$3,297.30	\$3,280.00
	3	\$3,400.00	\$3,378.00
TO5	1	\$3,541.70	\$3,515.00
	2	\$3,646.40	\$3,617.00
	3	\$3,751.80	\$3,718.00
	4	\$3,856.40	\$3,819.00
TO6	1	\$3,981.20	\$3,941.00
	2	\$4,082.00	\$4,039.00
	3	\$4,182.50	\$4,135.00

Appendix 4: Preserved Office Staff Salary Schedule

Preserved Office Staff – Administrative Stream pay rates

Classification	Paypoint	QBuild Office Staff Certified Agreement	Award Rate of Pay
		Rate of Pay	
		Salary 01 June 2019 Per Fortnight	Salary 01 September 2019 Per Fortnight
The applicable rate is whichever is higher. See Clause 2.5(7) of this Agreement			
AO1	1	\$1,507.20	\$1,451.00
	2	\$1,594.00	\$1,546.00
	3	\$1,680.50	\$1,640.00
AO2	1	\$1,877.20	\$1,885.00
	2	\$1,922.50	\$1,932.00
	3	\$1,969.00	\$1,981.00
	4	\$2,015.40	\$2,031.00
	5	\$2,064.40	\$2,080.00
	6	\$2,117.40	\$2,130.00
	7	\$2,174.80	\$2,184.00
	8	\$2,237.20	\$2,245.00
AO3	1	\$2,392.90	\$2,393.00
	2	\$2,484.70	\$2,480.00
	3	\$2,576.90	\$2,569.00
	4	\$2,668.70	\$2,656.00
AO4	1	\$2,829.10	\$2,811.00
	2	\$2,922.70	\$2,900.00
	3	\$3,016.90	\$2,992.00
	4	\$3,111.30	\$3,082.00
AO5	1	\$3,278.70	\$3,241.00
	2	\$3,373.70	\$3,333.00
	3	\$3,468.80	\$3,425.00
	4	\$3,562.90	\$3,515.00
AO6	1	\$3,761.60	\$3,707.00
	2	\$3,849.80	\$3,791.00
	3	\$3,937.20	\$3,875.00
	4	\$4,025.10	\$3,959.00
AO7	1	\$4,209.60	\$4,135.00
	2	\$4,310.80	\$4,234.00
	3	\$4,412.40	\$4,331.00
	4	\$4,513.60	\$4,428.00
AO8	1	\$4,664.00	\$4,572.00
	2	\$4,753.40	\$4,660.00
	3	\$4,842.80	\$4,745.00
	4	\$4,932.30	\$4,831.00

Preserved Office Staff – Operational Stream pay rates

Classification	Paypoint	QBuild Office Staff Certified Agreement	
		Rate of Pay	
		Salary 01 June 2019 Per Fortnight	Salary 01 September 2019 Per Fortnight
The applicable rate is whichever is higher. See Clause 2.5(7) of this Agreement			
001	1	\$1,340.60	\$1,282.00
	2	\$1,442.20	\$1,395.00
	3	\$1,543.70	\$1,489.00
	4	\$1,645.70	\$1,602.00
	5	\$1,747.70	\$1,697.00
	6	\$1,849.50	\$1,810.00
002	1	\$1,877.20	\$1,885.00
	2	\$1,924.80	\$1,935.00
	3	\$1,973.80	\$1,987.00
	4	\$2,022.70	\$2,037.00
003	1	\$2,052.60	\$2,068.00
	2	\$2,094.00	\$2,108.00
	3	\$2,138.20	\$2,152.00
	4	\$2,185.90	\$2,197.00
004	1	\$2,282.20	\$2,285.00
	2	\$2,356.50	\$2,357.00
	3	\$2,430.80	\$2,430.00
	4	\$2,505.30	\$2,500.00
005	1	\$2,571.30	\$2,564.00
	2	\$2,657.00	\$2,645.00
	3	\$2,742.90	\$2,730.00
	4	\$2,829.10	\$2,811.00
006	1	\$2,953.70	\$2,929.00
	2	\$3,032.60	\$3,007.00
	3	\$3,111.30	\$3,082.00
007	1	\$3,261.00	\$3,226.00
	2	\$3,340.30	\$3,301.00
	3	\$3,420.80	\$3,378.00

Preserved Office Staff – Professional Stream pay rates

Classification	Paypoint	QBuild Office Staff Certified Agreement	
		Rate of Pay	
		Salary 01 June 2019 Per Fortnight	Salary 01 September 2019 Per Fortnight
The applicable rate is whichever is higher. See Clause 2.5(7) of this Agreement			
PO1	1	1,541.10	1,492.00
	2	1,678.00	1,629.00
	3	1,814.80	1,767.00
	4	1,952.30	1,963.00
	5	2,029.30	2,045.00
	6	2,113.00	2,126.00
	7	2,208.50	2,217.00
PO2	1	2,390.10	2,390.00
	2	2,524.30	2,517.00
	3	2,657.80	2,645.00
	4	2,791.60	2,775.00
	5	2,926.20	2,905.00
	6	3,059.40	3,033.00
PO3	1	3,213.70	3,180.00
	2	3,311.80	3,275.00
	3	3,411.20	3,370.00
	4	3,509.00	3,465.00
PO4	1	3,736.00	3,681.00
	2	3,832.20	3,774.00
	3	3,928.70	3,867.00
	4	4,025.10	3,959.00
PO5	1	4,209.60	4,135.00
	2	4,310.80	4,234.00
	3	4,412.40	4,331.00
	4	4,513.60	4,428.00
PO6	1	4,664.00	4,572.00
	2	4,753.40	4,660.00
	3	4,842.80	4,745.00
	4	4,932.30	4,831.00

Preserved Office Staff – Technical Stream pay rates

Classification	Paypoint	QBuild Office Staff Certified Agreement	Award Rate of Pay
		Rate of Pay	
		Salary 01 June 2019 Per Fortnight	Salary 01 September 2019 Per Fortnight
The applicable rate is whichever is higher. See Clause 2.5(7) of this Agreement			
TO1	1	\$1,541.10	\$1,492.00
	2	\$1,678.00	\$1,629.00
	3	\$1,814.80	\$1,767.00
	4	\$1,952.30	\$1,963.00
	5	\$2,029.30	\$2,045.00
	6	\$2,113.00	\$2,126.00
	7	\$2,208.50	\$2,217.00
TO2	1	\$2,246.90	\$2,254.00
	2	\$2,331.60	\$2,333.00
	3	\$2,415.80	\$2,412.00
	4	\$2,500.00	\$2,495.00
	5	\$2,584.30	\$2,576.00
	6	\$2,668.70	\$2,656.00
TO3	1	\$2,829.10	\$2,811.00
	2	\$2,906.10	\$2,884.00
	3	\$2,982.10	\$2,958.00
	4	\$3,059.40	\$3,033.00
TO4	1	\$3,213.70	\$3,180.00
	2	\$3,317.10	\$3,280.00
	3	\$3,420.80	\$3,378.00
TO5	1	\$3,562.90	\$3,515.00
	2	\$3,669.40	\$3,617.00
	3	\$3,774.60	\$3,718.00
	4	\$3,880.10	\$3,819.00
TO6	1	\$4,006.80	\$3,941.00
	2	\$4,108.60	\$4,039.00
	3	\$4,209.60	\$4,135.00

Appendix 5: Australian Qualifications Framework

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

AQF Qualifications	Referred to in this Agreement
<ul style="list-style-type: none">• Senior Secondary Certificate of Education• Certificate I• Certificate II• Certificate III• Certificate IV• Diploma Advanced• Diploma• Associate Degree• Bachelor Degree• Graduate Certificate Vocational• Graduate Certificate• Graduate Diploma• Vocational Graduate Diploma• Masters Degree• Doctoral Degree	<ul style="list-style-type: none">• AQF I• AQF II• AQF III• AQF IV• AQF V• AQF VI

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 6: Employment Security Policy

1. Introduction

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

The Government is committed to maximum employment security¹ for permanent government employees (as outlined in section 2 - Application) by developing and maintaining a responsive, impartial and efficient government workforce as the preferred provider of existing services to Government and the community. The workforce's commitment to continue working towards achievement of best practice performance levels makes this commitment possible.

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

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

2. Application

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

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

3. Authority

This policy was approved by Cabinet on 30 March 2015.

4. Policy

4.1. Permanent Employment

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

4.2. Organisational change and restructuring

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

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

- (a) that will significantly impact on the government workforce (e.g. significant job reductions, deployment

¹ Employment security is a commitment to continuing employment in government, as distinct from job security. This distinction recognises that jobs may change from their current form, as the skills mix and composition of the government workforce vary to meet changing government and community service needs.

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 Fair and Safe Work Queensland.

Appendix 7: Queensland Government Policy on the Contracting-out of Services

1. Application

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

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

In this regard, the government has restored the following policy on contracting-out of services as part of its commitment to restoring fairness for the government workforce. This policy² applies to all Queensland Government agencies (including departments, public service offices, statutory authorities, and other government entities as defined under the *Public Service Act 2008*) and all tenured employees of these agencies. The government 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.

² 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:

Signature Print Name Liza Carroll
Date: 28.08.2020

In the presence of:

Signature Print Name Rachel Louise Maynard
Date: 28.08.2020

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

Signature Print Name Alex Scott
Date: 21.08.2020

In the presence of:

Signature Print Name Michael Thomas
Date: 21.08.2020

Signed for and on behalf of Professionals Australia:

Signature Print Name
Date:

In the presence of:

Signature Print Name
Date: