

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

State of Queensland (Queensland Corrective Services)

AND

Together Queensland, Industrial Union of Employees

(Matter No. CB/2022/47)

**QUEENSLAND CORRECTIVE SERVICES – CORRECTIONAL EMPLOYEES'
CERTIFIED AGREEMENT 2021**

Certificate of Approval

On 10 June 2022, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016* (Qld):

Name of Agreement: **QUEENSLAND CORRECTIVE SERVICES –
CORRECTIONAL EMPLOYEES' CERTIFIED AGREEMENT
2021**

Parties to the Agreement:

- State of Queensland (Queensland Corrective Services)
- Together Queensland, Industrial Union of Employees

Operative Date: 10 June 2022

Nominal Expiry Date: 31 August 2025

Previous Agreement: Queensland Corrective Services – Correctional Employees' Certified Agreement 2016

**Termination Date of
Previous Agreement:** 10 June 2022

By the Commission

J.M. POWER
Industrial Commissioner

10 June 2022

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION
Industrial Relations Act 2016

State of Queensland (Queensland Corrective Services)
AND
Together Queensland, Industrial Union of Employees

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CORRECTIONAL EMPLOYEES’ CERTIFIED AGREEMENT 2021**

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PART 1: APPLICATION AND OPERATION

1.1 Title

- (1) This Agreement will be known as the Queensland Corrective Services – Correctional Employees' Certified Agreement 2021.

1.2 Parties Bound

- (1) This Agreement will apply to:
 - (a) The State of Queensland (Queensland Corrective Services);
 - (b) Employees employed by the State of Queensland (Queensland Corrective Services) for whom the *Correctional Employees Award – State 2015* applies; and
 - (c) Together Queensland, Industrial Union of Employees (the Union).

1.3 Operation

- (1) This Agreement will operate from the date of certification and has a nominal expiry date of 31 August 2025.
- (2) For the purpose of section s228(3)(a) of the *Industrial Relations Act 2016*, this Agreement shall be terminated upon the certification of a replacement agreement or the making of a replacement arbitration determination in relation to the employees covered by this Agreement, unless otherwise agreed by the parties.

1.4 Posting of Agreement

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

1.5 Relationship to Award, Industrial Instruments and Directives

- (1) This Agreement is to be read in conjunction with the *Correctional Employees Award – State 2015* (the Award) as amended from time to time or its replacement. A reference to a specific clause of the Award will be read as a reference to an equivalent clause in any replacement award. A reference to a specific legislative provision will be read as a reference to an equivalent clause in any amended legislative provision.
- (2) Where there is an inconsistency between the Award and industrial instruments, this Agreement will prevail to the extent of any inconsistency.

1.6 Replacement Agreement

- (1) This Agreement replaces, and operates to the exclusion of, the *Queensland Corrective Services – Correctional Employees' Certified Agreement 2016*.

1.7 Objectives of this Agreement

- (1) Queensland Corrective Services (QCS) contributes to a fair, safe and just Queensland through the humane containment, supervision and rehabilitation of offenders in correctional centres and the community. The parties are committed to supporting safer Queensland communities by transforming QCS into a forward-thinking, top-tier public safety agency. QCS will strive for improvements in service delivery, improved efficiency and effectiveness of its operations and activities.

1.8 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*.

1.9 Definitions and Abbreviations

Activities Officer means a custodially trained officer engaged in the General Stream in classification levels GS1 and GS2 who is appointed to that role by QCS.

Agency Consultative Committee (ACC) means the principal consultative body for QCS.

Custodial Correctional Officer (CCO) means a custodially trained officer engaged in the General Stream in classification levels GS1 and GS2 who is appointed to that role by QCS.

Correctional Centre means a corrective services facility (a prison or work camp) as defined in the *Corrective Services Act 2006* and the Escort and Security Branch.

Correctional Supervisor (CS) means a custodially trained officer engaged in the General Stream in classification levels GS2 and GS3 who is appointed to that role by QCS.

Farm Officer (FO) means an employee engaged in the General Stream in classification levels GS1 and GS2 who is appointed to that role by QCS.

Field Supervisor (FS) means an employee engaged in the Field Supervisor Stream at a QCS work camp who is appointed to that role by QCS.

Increment means, for all employees, an increase in salary from one paypoint to the next highest paypoint within a classification level.

Local Workplace Consultative Committee (LWCC) means the principal local consultative body for a Correctional Centre at which the management team of the Correctional Centre and employees can engage in meaningful discussion regarding issues impacting, or which may impact upon, employees within the Correctional Centre whose employment conditions fall under this Agreement.

Paypoint means the specific rate of remuneration payable to employees within a classification level.

Public holiday has the same meaning as that provided in Schedule 5 of the *Industrial Relations Act 2016*.

QCS means Queensland Corrective Services.

Trade Instructor (TI) means a custodially trained officer engaged in the General Stream in classification levels GS1 and GS2 who is appointed to that role by QCS.

1.10 No Further Claims

- (1) This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.
- (2) Subject to sub-clause 1.10(3) herein, the following changes may be made to employees' rights and entitlements during the life of this Agreement:
 - (a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;

- (b) Reclassifications.
- (3) The Queensland Industrial Relations Commission State Wage Increases awarded during 2021 and thereafter will not be in addition to the wage increases provided by this Agreement.
- (4) 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 Award.
- (5) The enhanced progression arrangements from the *Queensland Corrective Services – Correctional Employees' Certified Agreement 2016* will be maintained for the life of this Agreement.

PART 2: WAGES AND RELATED MATTERS

2.1 Wage Increases

- (1) This Agreement provides that the Award rates of pay as at 31 August 2021 will be adopted as the agreement rates of pay from 1 September 2021.
- (2) Future wage increases will be based on the rates of pay in clause 2.1(1).
- (3) The following future wage increases will be provided for under this Agreement:
 - 2.5% from 1 September 2021;
 - 2.5% from 1 March 2022;
 - 2.5% from 1 September 2022;
 - 2.5% from 1 September 2023; and
 - 2.5% from 1 September 2024.
- (4) The wages payable in accordance with clause 2.1 are set out in Appendix 1.

2.2 One-off payment

- (1) As part of the in-principle agreement, the parties acknowledge that as a result of the successful ballot outcome for this Agreement a one-off payment of \$1250 (pro-rata for part-time and casual employees) was paid to all eligible employees in accordance with the terms of the in-principle agreement.

2.3 Salary Packaging

- (1) An employee may sacrifice part of their salary in return for other benefits, in accordance with this Agreement and any policies and arrangements that the Queensland Government or QCS has from time to time.
- (2) The following principles apply to salary packaging:
 - (a) The costs of administering a package, including Fringe Benefits Tax, are met by the employee.
 - (b) There will be no increase in superannuation costs or to fringe benefits payments made by QCS.
 - (c) There will be no significant administrative workload or other ongoing costs to QCS caused by salary packaging arrangements.
 - (d) Increases in, or variations to, taxation (excluding payroll tax) that result in additional costs will be met by the employee.
 - (e) Before requesting a salary packaging arrangement, an employee must provide to QCS evidence that they have obtained independent financial advice about the effect of engaging in the proposed arrangement.
 - (f) Employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

- (3) If the employee engages in a salary packaging arrangement, the employee's salary for the purposes of superannuation, severance and termination payments is the gross salary (i.e. the base rate reflected in Appendix 1) which the employee would receive if the employee was not taking part in the salary packaging arrangement.

2.4 Performance of Higher Duties – Correctional Supervisor

- (1) Notwithstanding clause 12.8 of the Award, where an employee is directed to assume the duties and responsibilities in the role of a Correctional Supervisor the minimum qualifying period to receive a higher duties allowance shall be one full shift where the relevant percentage of work performed is 100%.

2.5 Appointment – Trade Instructors and Farm Officers

- (1) In accordance with clause 12.4(a) of the Award:
- (a) An employee appointed in the General stream as a trade instructor or farm officer shall be paid no less than classification level GS 1, paypoint 3.
- (b) If on appointment as a trade instructor or farm officer an employee has satisfied the assessment requirements for a:
- (i) AQF-4 trade or farming qualification – the appointment shall be at no less than the classification level of GS1, paypoint 5;
 - (ii) AQF-5 post-trade qualification – the qualification need not be trade specific – the appointment shall be at no less than the classification level of GS1, paypoint 8;
 - (iii) relevant AQF-7 qualification – the appointment shall be at no less than the classification level of GS2, paypoint 1.

2.6 Movement Within and Between Classification Levels (increments) – Trade Instructors and Farm Officers

- (1) Notwithstanding anything contained in the Award, provided that a trade instructor or farm officer has received a salary at their current classification level and paypoint for a period of 12 months and the conduct, diligence and efficiency of the employee has been certified by the employer to have been satisfactory, they may progress:
- (a) from classification level GS1, paypoint 3 to classification level GS1, paypoint 5, provided the employee holds a Certificate III in Correctional Practice;
- (b) from classification level GS1, paypoint 5 to classification level GS1, paypoint 8, provided the employee holds:
- a trade qualification (Certificate III); or
 - a farming qualification (Certificate III); or
 - relevant experience to an AQF-4 level trade or farming qualification, as assessed by an accredited external assessor;
- (c) from classification level GS1, paypoint 8 to classification level GS2, paypoint 1, provided the employee holds the required qualifications in accordance with clause 2.6(1)(b) to move past GS1-5;
- (d) from classification level GS2, paypoint 1 to classification level GS2, paypoint 2, provided the employee holds the required qualifications in accordance with clause 2.6(1)(b) to move past GS1-5;

- (e) from classification level GS2, paypoint 2 to classification level GS2, paypoint 3, provided the employee holds a **relevant**:
 - (i) AQF-5 qualification – post trade – need not be trade specific; or
 - (ii) an equivalent qualification; or
 - (iii) a relevant qualification that is higher than an AQF-5 qualification.
- (f) subsequent progression to GS2-4 will be by way of an annual increment in accordance with clause 2.6(1).

2.7 Transfer and Relieving – Custodial Correctional Officers as Trade Instructors and Farm Officers

- (1) The parties recognise that trade instructors and farm officers are custodially trained and are engaged in the same classification structure and stream as custodial correctional officers.
- (2) Notwithstanding this, acknowledging that trade instructors and farm officers have different qualifications recognised on appointment and required for progression to that of custodial correctional officers, as provided in clause 2.5 and 2.6 of this Agreement, the parties agree to the following arrangements provided in clause 2.7(3) and 2.7(4).
- (3) Existing custodial correctional officers who are appointed to, or relieving in, the role of a trade instructor or farm officer will be appointed/relieve at level at their current classification level and paypoint, unless the employee possesses a qualification in accordance with clause 2.5 of this Agreement which would facilitate a higher minimum paypoint.
 - (a) Existing custodial correctional officers who are appointed to/relieving at level in the role of a trade instructor or farm officer at their current classification level and paypoint will:
 - (i) Notwithstanding clause 12.7(b)(i) and 12.7(b)(ii)(A) of the Award, be able to be appointed/relieve at level at their current classification level and paypoint on a paypoint a trade instructor or farm officer would not normally move through.
 - (ii) Maintain their current increment date for their substantive position.
 - (iii) Have any time spent at their substantive classification level count towards an increment in the trade instructor or farm officer role.
 - (iv) Increment during the relieving period or following appointment in accordance with the relevant progression arrangements for a trade instructor or farm officer as detailed in clause 2.6 of this Agreement.
 - (b) Existing custodial correctional officers who are appointed to/relieving in the role of a trade instructor or farm officer and possess a qualification in accordance with clause 2.5 of this Agreement which would facilitate a higher minimum paypoint will:
 - (i) Be appointed/relieve at the higher paypoint than their current classification level in accordance with the applicable paypoint for that qualification as provided by clause 2.5 of this Agreement.
 - (ii) Have this date then become the increment date while relieving in the trade instructor or farm officer role or, if appointed, have this date become the new increment anniversary date and subsequent progression would be managed in accordance with the relevant progression arrangements for a trade instructor or farm officer in clause 2.6 of this Agreement.
 - (iii) At the cessation of a relieving arrangement in the role of a trade instructor or farm officer, as an existing custodial correctional officer, revert to their substantive classification level and paypoint as a custodial correctional officer. Any service during the relieving period will be counted toward the employee's increment in their substantive position.

- (4) Existing trade instructors or farm officers who are appointed to the role of a custodial correctional officer will be appointed at their current classification level and paypoint and will:
- (a) Maintain their current increment date, and increment in accordance with the relevant progression arrangements for a custodial correctional officer in clause 12.6 and 12.7 of the Award and 2.13 of this Agreement.

2.8 Dog Handlers Allowance

- (1) The allowance prescribed in clause 13.1 of the Award shall be in accordance with the same allowance prescribed in the *Queensland Police Service Employees Award – State 2016* as supplemented by the relevant Queensland Police Certified Agreement or Determination, and will be updated accordingly.

2.9 Undertaking Escort Duties

- (1) The following conditions will apply for employees undertaking escort duties external to a Correctional Centre:

(a) Missed meal break:

- (i) Employees undertaking escort duties who have not commenced a 30-minute meal break after the first five hours and thirty minutes of duty shall receive ordinary time in addition until a meal break is commenced up to a maximum payment of 1 hour.
- (ii) Employees undertaking escort duties on shifts which exceed 10 hours and who are not provided with a second 30-minute meal break at an operationally convenient time before the 11th hour of the shift shall receive ordinary time in addition until a meal break is commenced or the shift concludes, up to a maximum payment of 1 hour.

[Note: "Ordinary time in addition" means payment at the rate of single time in addition to the employee's prescribed rate for the day in question.]

(b) Missed meal:

- (i) Where QCS is unable to provide or facilitate a meal for employees undertaking escort duty *between the 3rd and 6th hours of duty* the employee will be paid an allowance of \$29.00.
- (ii) The allowance prescribed in 2.9(b)(i) is the average Tier 2 Country Centre allowance for Breakfast, Lunch and Dinner as provided in the Schedule of Directive 9/11 *Domestic Travelling and Relieving Expenses*.
- (iii) The parties agree that the allowance prescribed in 2.9(b)(i) is the varied rate in accordance with Part 7 of Directive 9/11 *Domestic Travelling and Relieving Expenses* and will be updated in line with any amendment to the Directive rates.
- (iv) Employees undertaking escort duties on shifts which exceed 10 hours and who are not provided with a second meal before the 11th hour of the shift shall be paid the allowance as set out in clause 2.9(b)(i) above.
- (v) Payment of the above allowance is dependent on the employee submitting a claim form which must be endorsed by the relevant supervisor, confirming that the meal was unable to be supplied due to the nature of the escort, and be approved by the relevant Chief Superintendent.

2.10 Missed Meal – Critical Incident

- (1) The following conditions will apply for employees who, as a result of a critical incident at a Correctional Centre, miss a meal or meal break in accordance with the provisions set out below. For the purposes of this clause, a critical incident means a situation in which:

- a critical incident of emergency has been declared (under the *Corrective Services Act 2006*, *Public Health Act 2005*, or *Disaster Management Act 2003*); and
- the Commissioner, QCS has determined that there is a critical staff shortage; and
- the operational demands in ensuring the safety and security of the centre is of such significance that it has impacted on the ability of QCS employees to access meals and meal breaks.

(a) Missed meal break:

- (i) Employees who have not commenced a 30-minute meal break after the first five hours and thirty minutes of duty as a result of a critical incident shall receive ordinary time in addition until a meal break is provided.
- (ii) Employees on shifts which exceed 10 hours and who are not provided with a second 30-minute meal break at an operationally convenient time before the 11th hour of the shift as a result of a critical incident shall receive ordinary time in addition until a meal break is commenced or the shift concludes, up to a maximum payment of 1 hour.

[Note: "Ordinary time in addition" means payment at the rate of single time in addition to the employee's prescribed rate for the day in question.]

(b) Missed meal:

- (i) Where QCS is unable to provide or facilitate a meal for employees as a result of a critical incident *between the 3rd and 6th hours of duty* the employee will be paid an allowance of \$29 consistent with that set out in clause 2.9(b)(i).
- (ii) Employees on shifts which exceed 10 hours and who are not provided with a second meal before the 11th hour of the shift as a result of a critical incident shall be paid the allowance as set out in clause 2.10(b)(i) above.
- (iii) Payment of the above allowance is dependent on the employee submitting a claim form which must be endorsed by the relevant supervisor, confirming that the meal was unable to be supplied due to the operational demands in ensuring the safety and security of the centre being of such significance that it impacted on the ability of the employee to access a meal, and be approved by the relevant Chief Superintendent.

2.11 Requirement to Undertake Official Travel Outside of Rostered Hours

- (1) Employees required to undertake official travel away from their normal place of work outside the ordinary rostered hours (excess travel) are to be compensated by payment at the rate of time for time or, at the election of the employee, the provision of balance of hours.
- (2) The amount of compensation under clause 2.11(1):
 - (a) is calculated on the time taken for the official travel less the time the employee would usually spend travelling between their residence and usual workplace; and
 - (b) is calculated to the nearest quarter hour.
- (3) Claims for payment at the rate of time for time or the provision of balance of hours under clause 2.11(1) must be supported by documentation acceptable to the Chief Superintendent, including detailing departure and arrival times.
- (4) Where possible, consideration will be given to travel being undertaken within an employee's ordinary rostered shifts.
- (5) Claims under clause 2.11(1) do not affect the employee's entitlements to travel allowances/expenses, meal allowances, vehicle allowances etc, where applicable.

2.12 Movement Between Classification Levels

- (1) Correctional Supervisors who possess a Diploma in Correctional Administration will, provided that the conduct, diligence and efficiency of the employee has been certified by the employer to have been satisfactory in accordance with the provisions of clause 12.6 of the Award, be able to progress from GS Level 2.4 to GS Level 3.1 with 12 months satisfactory service at GS Level 2.4 and be eligible to further progress by annual increments to GS Level 3.4.

2.13 Movement Within Classification Levels (increments) – General

- (1) Provided that the conduct, diligence and efficiency of the employee has been certified by the employer to have been satisfactory, in accordance with the provisions of clause 12.6 of the Award, an employee in the general stream, other than a trade instructor or a farm officer must possess:
 - (a) Notwithstanding clause 12.7(d)(i) of the Award, a Certificate III in Correctional Practice and 12 months satisfactory service at GS Level 1.2 is required to progress beyond GS Level 1.2 and by way of annual increment to GS Level 1.7 with 12 months satisfactory service at each paypoint.
 - (b) Notwithstanding clause 12.7(d)(ii) of the Award, a Certificate IV in Correctional Practice and 12 months satisfactory service at GS Level 1.7 is required to progress beyond GS Level 1.7 and by way of annual increments to GS Level 1.9 with 12 months satisfactory service at each paypoint.

2.14 Qualification for Appointment as a Correctional Supervisor

- (1) A Certificate IV in Correctional Practice is a prerequisite for appointment to the role of Correctional Supervisor.

2.15 Recognition of Skills, Knowledge and Abilities on Appointment

- (1) Notwithstanding anything contained elsewhere in the Award and this Agreement, an applicant who is appointed to a position may, at the discretion of QCS, be offered and appointed to any paypoint within a level based on recognition of skills, knowledge and abilities. This will be done in accordance with the 'Custodial Appointment – Recognition of Skills, Knowledge and Abilities' policy.

PART 3: HOURS OF WORK, ROSTERS AND SHIFT DURATION

3.1 Hours of Work

- (1) Shifts will be worked in accordance with a roster established by QCS as provided by the 'Queensland Corrective Services: Roster Design' and 'Queensland Corrective Services: Shift Work and Roster Application and Operation' at Appendices 2 and 3 of this Agreement.
- (2) A full-time employee works an average of 76 ordinary hours per fortnight.
- (3) The parties agree that full-time employees will work an average 76 ordinary hours per fortnight over the life of the roster and that any ordinary hours worked in excess of 76 hours per fortnight under the roster is considered reasonable.
- (4) The ordinary hours for a part-time employee averaged over the life of the roster shall equate to less than the ordinary hours worked by an equivalent full-time employee each fortnight.
- (5) The agreed number of ordinary hours per fortnight or the agreed pattern of work for a part-time employee may be amended by mutual agreement provided that a part-time employee can accept or request additional hours at ordinary time on a temporary or intermittent basis where operationally required. Any agreed permanent alteration to the pattern of work will be recorded in writing.
- (6) A casual employee shall not work more than 72 hours in any 14-day period.

- (7) For full-time and part-time employees, salaries shall be paid fortnightly based on the average ordinary hours per fortnight, although more or less than average ordinary hours may be worked in any particular fortnight in accordance with the roster.
- (8) A casual employee will be paid on an hourly basis.

3.2 Rosters

- (1) The ordinary hours of shift workers will be inclusive of meal times.
- (2) A full-time or part-time employee will work their average ordinary hours over the life of the roster.
- (3) QCS will establish rosters, and deploy employees to rosters, to meet the operational needs of the work area.
- (4) Prior to creating or amending any roster, QCS will consult with the Union and with employees directly affected by the roster.
- (5) New/Flexible shift arrangements.
 - (a) Where new/flexible shift arrangements are proposed, the written consent of greater than 50% of employees directly affected will be required. This is achieved via a ballot of directly affected employees. However, this will only be required where the new/flexible shift arrangements will involve a major or substantial change to working arrangements.
 - (b) Where QCS proposes the introduction of new/flexible shift arrangements resulting in a major or substantial change to working arrangements the following fourteen (14) day consultative process will occur prior to any ballot:
 - (i) QCS will put the proposal in writing to the Union.
 - (ii) QCS and the Union will meet to discuss the proposal within fourteen (14) days of the proposal being received.
 - (iii) QCS will receive a reply from the Union within that fourteen (14) day period.
 - (iv) Where the Union raises real and serious concerns QCS will seriously consider those concerns prior to referring the proposal to a ballot of directly affected employees.
 - (v) If QCS changes the proposal as a result of consultation with the Union the amended proposal can proceed straight to ballot without further consultation.
 - (c) For the purposes of 3.2(5)(a) the obvious meaning of the term "employees directly affected" will be applied i.e. those staff rostered to work when QCS seeks to change the roster and who are obviously and directly affected by the proposed change. The ballot will not include those employees absent on leave when QCS seeks to change the roster.
 - (d) Timeframes – The ballot for the above purposes will be limited to:
 - (i) If QCS changes the proposal as a result of consultation with the Union the amended proposal can proceed straight to ballot without further consultation.
 - (ii) A seven (7) day period where the change relates to a Correctional Centre as a whole, or a number of Correctional Centres.
 - (iii) A four (4) day period where the change relates to a section, or sections, of a Correctional Centre.
 - (iv) For the purposes of this clause Correctional Centre shall mean any Centre or workplace where staff covered by this Agreement are employed.

- (e) In situations where the proposal is rejected (i.e. it does not receive the approval of greater than 50% of directly affected employees) the parties may seek to reach agreement on an alternative roster or the matter may be referred to the Queensland Industrial Relations Commission for conciliation and/or arbitration.

3.3 Main Rosters and Reserve Rosters – Correctional Centres

- (1) Clause 3.3 applies only to work performed in Correctional Centres.
- (2) There will be main rosters and reserve rosters.
- (3) There will be no reserve shifts on main rosters.
- (4) Reserve rosters will comprise all reserve shifts after compilation of the main roster.
- (5) Reserve shifts will be deployed to the main roster to meet operational requirements as determined by QCS. Vacancies on reserve rosters will not be replaced.

3.4 Roster Variations

- (1) A Roster Variation occurs when QCS directs an employee to work a different shift to the shift which the employee has been rostered to work.
- (2) QCS will give an employee 72 hours' notice of a Roster Variation.
- (3) The notice period in 3.4(2) may be waived by agreement between QCS and the employee.

3.5 Roster Changes

- (1) A roster change occurs when an employee agrees to swap shifts with another employee.
- (2) Employees must give QCS 72 hours' notice of a proposed roster change. The notice period may be waived by agreement between the employees and QCS.
- (3) All roster changes must be submitted to QCS management for consideration. QCS will not unreasonably withhold agreement.
- (4) Roster changes are not to be undertaken unless approval has been granted.

3.6 Aggregated Shift Allowance

- (1) An aggregated shift allowance of 31.5% of base wage or salary has been agreed on the basis that the majority of shift rosters worked within QCS comprise of 12-hour shifts.
- (2) In circumstances where significant changes are proposed to the current 12-hour shift arrangements the continuing applicability of the aggregated shift allowance is to be reviewed. Where no agreement is reached, the Award shift allowances and weekend penalties are to be applied.
- (3) The aggregated shift allowance will be paid to employees who work the following shift patterns:
 - 12-hour shifts/7-day coverage not including night shifts.
 - A combination of shifts of lengths between 8 and 11 hours together with 12-hour shifts/7-day coverage not including night shifts.
 - 12-hour shifts/7-day coverage including night shifts.
 - A combination of shifts of lengths between 8 and 12-hour shifts/7-day coverage including night shifts.
 - 8-hour shifts/7-day coverage including night shifts.

- (4) The aggregated shift allowance is paid in recognition of a pattern of shift work. The aggregated shift allowance is not intended to reflect the actual compensation an employee would have been entitled to receive for actual shift penalties, but is paid in lieu of any entitlement which an employee may have otherwise had to extra payment for weekend work, public holidays and shift work (including afternoon shifts and night shifts).
- (5) Employees in receipt of the aggregated shift allowance shall not be entitled to any other payment for weekend work, night shifts and all public holidays at the date of certification of this Agreement.
- (6) It is recognised that rosters will contain penalty shift patterns that are both below and above the aggregated shift allowance and that employees may move between rosters.
- (7) In developing new rosters regard will be given to a reasonable pattern of penalty shifts having regard to the compensation provided by the aggregated shift allowance.
- (8) Clauses 23 and 19.2 of the *Correctional Employees Award – State 2015* do not apply in respect of employees who receive the aggregated shift allowance.
- (9) Chapter 2, Part 3, Division 10 of the *Industrial Relations Act 2016* does not apply in respect of employees who receive the aggregated shift allowance.

3.7 Shift Handover to Brief Incoming Officers

- (1) The aggregated shift allowance recognises that additional reasonable time may be involved at the time of shift handover to brief incoming employees, issue and return accoutrements and ensure the good order, security and safety of the Correctional Centre and that no overtime hours are paid for this work.
- (2) It is considered that in most circumstances a shift handover could be performed within 15 minutes.
- (3) The shift handover includes normal activities, such as handing over a green state. It does not include functions or activities that would normally attract overtime payments, including a direction to conduct additional head counts for the next shift or to respond to codes occurring around the shift changeover.

3.8 Rostering Practices

- (1) Subject to clauses 3.2, 3.3, 3.4, 3.5 & 3.6 above the relevant provisions of the *Correctional Employees Award – State 2015* shall continue to apply. The ‘Queensland Corrective Services: Roster Design’ and ‘Queensland Corrective Services: Shift Work and Roster Application and Operation’ are incorporated into this Agreement and are attached at Appendices 2 and 3 respectively.

3.9 Leave Roster

- (1) All Correctional Centres must have a planned leave roster that schedules leave on an annual basis.
- (2) Correctional Centres are to develop their own strategy for scheduling a planned leave roster. The following timetable may be used as a guide:
 - 1st quarter – Call for leave application for the following year. Each officer should indicate 3 preferences.
 - First month in 2nd quarter – Applications considered and leave plan drafted.
 - Second month in 3rd quarter – Staff notified of leave arrangements. Any issues with notified leave arrangements can be raised with the relevant roster manager.
- (3) Applications for leave will be considered on the following basis:
 - Priority 1 – Allocation of leave based on 1st, 2nd and 3rd preferences.
 - Priority 2 – Compassionate/special circumstances.
 - Priority 3 – Past leave patterns.

- Priority 4 – Leave applied for in blocks greater than 3 weeks.

PART 4: RECREATION LEAVE

4.1 Management of Recreation Leave

- (1) All employees must take their full allocation of recreation leave in the 12 months following the date on which the recreation leave was accrued. However, upon application by an employee and approval of that application by QCS, the employee may be approved to defer taking some or all of their recreation leave entitlement and to accrue up to but no more than 10 weeks recreation leave. Applications for deferral of leave must be made prior to the commencement of each calendar year.
- (2) An employee may take a maximum of 1 week (38 hours) recreation leave as leave in prior approved single shift absences.
- (3) All employees in receipt of the aggregated shift allowance in accordance with clause 3.6 will be entitled to leave loading at the rate of 27.5% of the base wage or salary.

PART 5: DEPLOYMENT

5.1 Rotation and Deployment

- (1) Subject to clause 12.3 of the Award, QCS may direct an employee to work anywhere within individual facilities/work areas as required.
- (2) QCS may temporarily deploy employees within the following precincts on a shift by shift or part shift basis to meet operational needs:
 - (a) The Wacol Precinct: Brisbane Correctional Centre, Brisbane Womens Correctional Centre, Wolston Correctional Centre and Arthur Gorrie Correctional Centre.
 - (b) The Southern Queensland Precinct: Southern Queensland Correctional Centre and the new correctional centre being constructed adjacent to Southern Queensland Correctional Centre.
- (3) QCS may temporarily deploy employees within the Escort and Security Branch.
- (4) QCS may also deploy employees into similar positions with similar competencies between any of the correctional centres, programs and units identified in clauses 5.1(2) and 5.1(3).
- (5) QCS may also temporarily deploy employees to other work areas as required because of certain circumstances, including a declared emergency situation or disaster situation, weather event, or other emergent or unforeseen circumstances. Temporary deployment in these circumstances is not a Roster Variation.
- (6) The deployment of employees by QCS pursuant to clause 5.1 will be consistent with QCS' responsibilities to provide a safe and healthy working environment, including a requirement to provide appropriate training. Appropriate training may include on-the-job training at the place where the employee is to be deployed.
- (7) The deployment of employees under clause 5.1 shall not be used as informal punishment or a performance management tool.

PART 6: CASHING OUT OF LONG SERVICE LEAVE

6.1 Payment in Lieu of Long Service Leave

- (1) At an employee's election only, an employee may be paid in lieu of all or part of their entitlement to long service leave in accordance with section 110 of the *Industrial Relations Act 2016*.
- (2) Employees wishing to receive payment in lieu of taking long service leave are required to make application in writing to QCS by using the approved form and attaching any supporting material.

- (3) An employee will only be entitled to make application for payment in lieu of taking long service leave.
- (4) The Commissioner (or their delegate) will determine to make the payment only if satisfied that the grounds of compassionate reasons or financial hardship exist, in accordance with section 110(4) of the *Industrial Relations Act 2016*.
- (5) Nothing in this clause prevents an employee making an application to the Queensland Industrial Relations Commission in accordance with the provisions of the *Industrial Relations Act 2016*.

PART 7: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT

7.1 Employment Security

- (1) QCS is committed to maximum employment security in accordance with Appendix 5 of this Agreement 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

- (1) The parties are committed to maximising permanent employment where possible. Casual and temporary forms of employment or labour hire should only be utilised where permanent employment is not viable or appropriate. QCS 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 QCS' considerations in workforce planning and recruitment. QCS should review current and future capability requirements and funding availability and projections ahead of advertising roles with a view to maximising permanent employment.
- (2) QCS commits to using its best endeavours to ensure that should labour hire workers be engaged, such engagement occurs in a manner which minimises the impact upon the employment security of the employment of existing employees.

7.3 Temporary Employment

- (1) QCS commits, where possible, to further collect additional data about temporary engagements within QCS with a view to increasing QCS' reporting to consultative committees on a quarterly basis about the number of temporary engagements and the categories of reasons for those engagements such as, 'backfilling', 'project role', 'other'.
- (2) QCS acknowledges the ability under section 149 of the *Public Service Act 2008* for criteria which a chief executive must consider when deciding whether a person's employment in the department is to:
 - continue as a temporary employee according to the terms of the existing employment; or
 - be as a general employee on tenure or a public service officer,
 to be fixed under an industrial instrument.
- (3) The criteria to be applied in temporary conversions will be consistent with that provided for in Directive 09/20.
- (4) Further, QCS will endeavour to provide greater communication to affected employees about the possibilities for extension to or termination for temporary contracts. Where practicable, QCS will communicate with affected employees as soon as possible where the possibility of extension or non-extension arises and will keep the affected employee appraised of relevant developments.
- (5) Consistent with Government's commitment to the maximisation of permanent employment, QCS will endeavour to maximise part-time hours for permanent part-time employees where possible.

7.4 Organisational Change and Restructuring

- (1) The Government 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 5 and 6 of this Agreement.
- (3) Without limiting or enhancing the existing policies, QCS acknowledges where operational decisions or contracting out of services decisions result in organisational change or restructure the policies provide for:
 - the need to demonstrate clear benefits and enhanced service delivery to the community;
 - avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community;
 - Cabinet approval is required for all major organisational change and restructuring in entities in accordance with the considerations outlined in the policies;
 - where QCS has made a decision to introduce major organisational change or restructuring, it will notify affected employees/the Union and discuss the changes as early as practicable. This may be undertaken through forums such as the ACC;
 - Cabinet approval for contracting-out proposals that meet specified criteria including significant impact on QCS' workforce in terms of job losses.
- (4) QCS shall provide in writing to the members of the ACC 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 the Award. QCS is also required, where requested, to provide the Union with a listing of the affected staff comprising name, job title and work location.
- (5) It is acknowledged that management has a right to implement changes to ensure 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 in a timely manner either party may refer the matter to the ACC for resolution.
- (6) The parties agree that a report to the Union will be provided on a quarterly basis on the current status of employment practices within QCS. This report should be provided on a quarterly basis at the ACC. 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.
- (7) Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in QCS 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. QCS 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.

- (8) 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.
- (9) QCS must provide relevant information to the Union 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 QCS' intentions are communicated to the employee. An affected employee must be provided with notice of QCS' intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.
- (10) The parties recognise the cultural diversity, rights, views and expectations of Aboriginal and Torres Strait Islander peoples in the delivery of culturally appropriate services and that additional consultation may be required if changes to these services are proposed to ensure there is a community benefit.

PART 8: CONSULTATIVE ARRANGEMENTS AND COLLECTIVE INDUSTRIAL RELATIONS

8.1 Agency Consultative Committee

- (1) An ACC, consisting of QCS representatives and Union representatives, will continue to meet as the principal consultative body for QCS.
- (2) The ACC will be used to provide an opportunity for QCS and the Union to meet regularly to discuss strategic industrial relations matters and issues that affect the employment security and conditions of employees.
- (3) QCS will advise the ACC, and/or LWCC where relevant, of their intention to implement changes that may affect the employment security or conditions of employees, prior to the commencement of any planned changes.
- (4) The parties further agree to review the agreed terms of reference for the ACC as soon as practicable subsequent to certification of this Agreement.

8.2 Local Workplace Consultative Committees

- (1) A LWCC will continue to meet for each work area in accordance with the guidelines at Appendix 4.

8.3 Collective Industrial Relations

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

8.4 ILO Conventions

- (1) QCS, 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.

8.5 Union Encouragement

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

8.6 Union Delegates

- (1) QCS acknowledges the constructive role that democratically elected union delegates have in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (2) 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, 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 requirements imposed by the employee or by QCS, delegates may request access to documents and policies related to a member's employment.
- (5) QCS and the Union will discuss the finalisation of a protocol for the release of Union delegates in the performance of Union activity to be implemented as an administrative arrangement.

8.7 Industrial Relations Education Leave

- (1) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and facilitate the effective operation of grievance and dispute settlement procedures.
- (2) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by QCS.

- (3) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any 1 calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent hours). Such leave will be subject to consultation between QCS, the Union and the employee.
- (4) Upon request and subject to approval by QCS, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.
- (5) It is agreed that up to 21 Union delegates will be released from duty on full pay, including aggregated shift allowance, for one day 3 times a year to attend the Union's Branch Conference. Where the nominated delegate is rostered off duty on the day of the conference, the delegate will be roster varied on duty, and then released on full pay.
- (6) It is further agreed that 2 of the 21 Union delegates mentioned above will also be released from duty on full pay, including aggregated shift allowance, for one day 3 times a year to attend the Union's Council Meetings. Where the nominated delegate is rostered off duty on the day of the meeting, the delegate will be roster varied on duty, and then released on full pay.
- (7) 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 QCS/the work unit concerned. At the same time, such leave shall not be unreasonably refused.
- (8) At QCS' discretion, employees may be granted special leave without pay to undertake work with their union. The conditions attaching to such leave will be those dealing with special leave without salary which are contained in the Directive 05/17 *Special Leave* (as amended or replaced from time to time). Conditions outlined in the Directive that provide for the employees' return to work after unpaid leave will be met.

PART 9: PREVENTION AND SETTLEMENT OF DISPUTES

9.1 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.
- (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) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
 - (a) The matter is to be discussed by the employee's Union representative and/or the employee/s concerned (where appropriate) and the Superintendent/Chief Superintendent in the first instance. The discussion should take place within 24 hours where reasonably possible and the procedure should not extend beyond 7 days.
 - (b) If the matter is not resolved under clause 9.1(3)(a), it shall be referred by the Union representative and/or the employee/s to the Assistant Commissioner/Deputy Commissioner who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days where reasonably possible.
 - (c) If the matter remains unresolved it may be referred to the Commissioner. The Commissioner (or delegate) is to respond or take other action as appropriate. This process should not exceed 14 days where reasonably possible.
 - (d) If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission.

- (4) Nothing contained in this procedure shall prevent the Union or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (5) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

PART 10: WORKPLACE BULLYING

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

PART 11: SUPPORTING AND PROMOTING MENTAL HEALTH

- (1) The parties recognise that the workplace plays a vital role in assisting employees affected by mental health issues and commits to:
 - (a) fostering communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support; and
 - (b) fostering a respectful, empathetic and inclusive work environment to assist and support to employees.
 - (c) implementing a program of mental health and early intervention training to an appropriate number of employees, over the life of this Agreement, prioritising training for existing Health and Safety Representatives and First Aid Officers who express an interest.
- (2) QCS acknowledges the specialist skills of Employee Assistance Programs (EAP), in particular specialist skills in supporting persons affected by mental health issues. In addition to the EAP, QCS commits to considering, through the ACC, additional services as required to ensure appropriate consideration of cultural, regional and remote needs for employees affected by mental health issues.

SIGNATORIES

Signed by:

Paul Stewart APM
Commissioner, Queensland Corrective Services

Date: 9 May 2022

In the presence of:

Name: Steven Scougall

Signature:

Date: 9 May 2022

Signed by:

Alex Scott
For and on behalf of the Together Queensland, Industrial Union of Employees

Date: 10 May 2022

In the presence of:

Name: Michael Thomas

Signature:

Date: 10 May 2022

APPENDIX 1: WAGE RATES**(Clause 2.1)**

General Stream						
Classification Level		Salary 1/9/2021 per fortnight	Salary 1/3/2022 per fortnight	Salary 1/9/2022 per fortnight	Salary 1/9/2023 per fortnight	Salary 1/9/2024 per fortnight
GS Level 1	1	2,116.60	2,169.50	2,223.70	2,279.30	2,336.30
	2	2,167.90	2,222.10	2,277.70	2,334.60	2,393.00
	3	2,223.20	2,278.80	2,335.80	2,394.20	2,454.10
	4	2,283.70	2,340.80	2,399.30	2,459.30	2,520.80
	5	2,344.20	2,402.80	2,462.90	2,524.50	2,587.60
	6	2,407.70	2,467.90	2,529.60	2,592.80	2,657.60
	7	2,471.30	2,533.10	2,596.40	2,661.30	2,727.80
	8	2,528.70	2,591.90	2,656.70	2,723.10	2,791.20
	9	2,582.00	2,646.60	2,712.80	2,780.60	2,850.10
GS Level 2	1	2,637.30	2,703.20	2,770.80	2,840.10	2,911.10
	2	2,769.60	2,838.80	2,909.80	2,982.50	3,057.10
	3	2,902.80	2,975.40	3,049.80	3,126.00	3,204.20
	4	3,037.10	3,113.00	3,190.80	3,270.60	3,352.40
GS Level 3	1	3,190.80	3,270.60	3,352.40	3,436.20	3,522.10
	2	3,287.20	3,369.40	3,453.60	3,539.90	3,628.40
	3	3,387.60	3,472.30	3,559.10	3,648.10	3,739.30
	4	3,484.00	3,571.10	3,660.40	3,751.90	3,845.70

Field Supervisor Stream						
Classification Level		Salary 1/9/2021 per fortnight	Salary 1/3/2022 per fortnight	Salary 1/9/2022 per fortnight	Salary 1/9/2023 per fortnight	Salary 1/9/2024 per fortnight
FS Level 1		2,637.30	2,703.20	2,770.80	2,840.10	2,911.10
FS Level 2		2,769.60	2,838.80	2,909.80	2,982.50	3,057.10
FS Level 3		2,902.80	2,975.40	3,049.80	3,126.00	3,204.20
FS Level 4		3,037.10	3,113.00	3,190.80	3,270.60	3,352.40
FS Level 5		3,190.80	3,270.60	3,352.40	3,436.20	3,522.10

Note: Salary rates expressed as fortnight rates and rounded to the nearest ten cents.

APPENDIX 2: QUEENSLAND CORRECTIVE SERVICES: ROSTER DESIGN

1. STATEMENT OF PRINCIPLE

- 1.1 All parties acknowledge that they have a duty to implement work rosters which minimise potentially harmful effects on the physical and psychological wellbeing of employees who are engaged to perform 12-hour shifts and employees required to undertake shift work.
- 1.2 In designing rosters, QCS shall be guided by the Safe Work Australia 'Guide for Managing the Risk of Fatigue at Work'.

2. GENERAL CONDITIONS

- 2.1 This Appendix should be read in conjunction with the provisions of the Award, this Agreement and the QCS 'Rostering and Workforce Management Systems' policy, as amended from time to time or its replacement. In the event of an inconsistency, the provisions of the relevant industrial instrument shall prevail.
- 2.2 The roster will be designed to provide coverage as operationally required with an attempt to be made to reasonably balance shifts across the roster where practicable.
- 2.3 The roster will be designed with shift cycles to reflect the maximum number of consecutive shifts in accordance with sections 3.1 and 4.1 and should provide for forward progression.
- 2.4 Rosters will not be designed to provide for a single shift preceded by a day off and followed by a day off. This shall not be interpreted as excluding rosters which commence with a night shift and conclude with a day shift.

The exception may be for part-time employees, having regard to the applicable part-time arrangement.

- 2.5 Where necessary, rosters may be designed for specialist areas which may include, as referenced in the QCS 'Rostering and Workforce Management Systems' policy, Farm, Dog Handlers, Industries, Caterers, Landscaping, Supervisors, Maximum Security Unit, Reception Store and Visits.
- 2.6 Rosters will be reviewed annually in accordance with section 6 of the QCS 'Rostering and Workforce Management Systems' policy.

3. DAY SHIFTS

- 3.1 Rosters may only provide for a maximum of:
- (a) four consecutive 12-hour day shifts; or
 - (b) five consecutive 8-hour day shifts; or
 - (c) where an employee works a combination of day shift lengths between 8 and 12 hours, the number of consecutive day shifts are not to exceed a total of 48 hours.

For example:

- 2x12-hour day shifts and 3x8-hour day shifts
- 4x10-hour day shifts and 1x8hour day shift

- 3.2 In designing a roster, day shifts should not commence before 6 a.m. It is acknowledged that specific operations requirements may necessitate a start prior to 6 a.m.; however this will be by exception.

4. NIGHT SHIFTS

- 4.1 Rosters may only provide for a maximum of:
- (a) three consecutive 12 hour night shifts; or

- (b) four consecutive 8 hour night shifts; or
- (c) where an employee works a combination of night shift lengths between 8 to 12 hours, three consecutive night shifts.

4.2 Rosters will provide for a minimum break of two consecutive days off between midnight and midnight following the last night shift worked.

For example: if an officer completed a block of night shifts as at Monday morning (7 a.m.) the roster would not have the officer back on shift until Thursday day shift.

4.3 Rosters are not to provide for a permanent night shift.

5. REST DAYS

5.1 Rosters will provide employees with two consecutive days off between midnight and midnight, in any seven-day period, and will be consistent with clause 4.2.

5.2 In designing a roster, an attempt should be made to average out the number of weekends worked with the number of weekends not worked over the life of the roster.

6. REST BREAK

6.1 In accordance with clause 18.8(a) of the Award, all employees shall be entitled to a 10-hour break between the end of an ordinary rostered shift and the beginning of the next ordinary rostered shift.

7. SPARES/RESERVES

7.1 The use of roster spares or reserves must be maximised to meet the operational demands of the Correctional Centre.

7.2 This can occur by either building reserves automatically into the roster or alternatively by establishing a discreet "reserve run" at the discretion of the Chief Superintendent.

7.3 In establishing a "reserve run" consideration should be given to the placement of employees who volunteer to be part of the "reserve run". Second consideration should be given to employees on a "last on" basis.

7.4 New employees to a Correctional Centre from the Custodial Officer Entry Program should be placed on a reserve run in the first instance as a training and orientation strategy.

7.5 Unless otherwise requested by an employee and approved, employees are not to be allocated to a reserve run on a long-term basis, except in limited circumstances in which this is not feasible such as where there are no available vacancies to move into.

7.6 As vacancies arise in main rosters within the Correctional Centre, first preference should be given to employees on the reserve run on a "length of time on the reserve run" basis, and also with consideration of the individual's capability for the roster placement available.

7.7 Where employees with the same length of time on the reserve run exceed the number of vacancies to fill, the Chief Superintendent will determine how the selection will be made in consultation with the LWCC.

8. CONCLUSION

8.1 Management and employees shall attempt to implement these provisions through mutual discussion and cooperation.

8.2 Any dispute over the application of these provisions should be referred for resolution in accordance with the dispute procedure at Part 9 of this Agreement.

**APPENDIX 3: QUEENSLAND CORRECTIVE SERVICES:
SHIFT WORK AND ROSTER APPLICATION AND OPERATION**

1. STATEMENT OF PRINCIPLE

- 1.1 All parties acknowledge that they have a duty to manage risks associated with work-related fatigue. This applies to all employees for whom this Agreement applies, including permanent full-time, permanent part-time, fixed-term temporary and casual employees.
- 1.2 All parties acknowledge that this includes a duty to minimise potentially harmful effects on the physical and psychological wellbeing of employees required to undertake shift work.
- 1.3 This duty extends to the conduct of Roster Variations, Changes of Duty and overtime.
- 1.4 All parties recognise that this duty is a shared responsibility of both the individual employee in their duty to take reasonable care to self-manage their own fatigue, and that of the individual employee and QCS to not place employees or the operations of QCS at risk.
- 1.5 QCS' framework for managing fatigue shall be guided by the Safe Work Australia 'Guide for Managing the Risk of Fatigue at Work'.

2. GENERAL CONDITIONS

- 2.1 This Appendix should be read in conjunction with the provisions of the Award, this Agreement and the QCS 'Rostering and Workforce Management Systems' policy, as amended from time to time or its replacement. In the event of an inconsistency, the provisions of the relevant industrial instrument shall prevail.

3. ADDITIONAL SHIFTS

- 3.1 An additional day shift to the roster design in clause 3.1 of Appendix 2 may only be worked by agreement by:
- overtime;
 - a Roster Variation; or
 - an approved Change of Duty.

If agreement is reached, this would be an additional day shift over and above the maximum of:

- (a) four consecutive rostered 12-hour day shifts, to allow for a fifth consecutive day shift to be worked; or
- (b) five consecutive rostered 8-hour day shifts, to allow for a sixth consecutive day shift to be worked; or
- (c) consecutive rostered day shifts of a combination between 8 and 12-hour lengths of a total of 48 hours, to allow for an additional consecutive night shift to be worked over the 48 hours.

- 3.2 An additional night shift to the roster design in section 4.1 of Appendix 2 may only be worked in emergent circumstances as approved by the Chief Superintendent.

If approved, this would be an additional night shift over and above the maximum of:

- (a) three consecutive rostered 12-hour night shifts, to allow for a fourth consecutive night shift to be worked; or
- (b) four consecutive rostered 8-hour night shifts, to allow for a fifth consecutive night shift to be worked; or
- (c) three consecutive rostered night shifts of a combination between 8 and 12-hour lengths, to allow for a fourth consecutive night shift to be worked.

- 3.3 Notwithstanding that casual employees do not have a roster and are not subject to the roster design in Appendix 2, the above provisions at clause 3.1 and 3.2 in relation to the number of consecutive shifts which may be worked will also apply to casual employees.

- 3.4 Notwithstanding clause 4.2 and 5.1 of Appendix 2 in relation to rest days, an overtime shift may be worked *by consent* after a break of one whole day, midnight to midnight, subject to all other provisions being observed.

For example:

- *if an officer completed a block of night shifts as at Monday morning (7 a.m.), the officer may work an overtime shift by consent from Wednesday day shift; or*
- *if an officer completed a block of day shifts as at Monday evening (7 p.m.), the officer may work an overtime shift by consent from Wednesday day shift.*

- 3.5 Additional shifts to the roster design may be worked by overtime or an approved Change of Duty which may result in a single shift being worked preceded by a day off and followed by a day off.
- 3.6 While a Roster Variation is normally initiated by management, if an employee has requested a change to their roster that results in a single shift being worked preceded by a day off and followed by a day off this can be approved by the manager but only with the express consent of the employee.
- 3.7 In offering an overtime shift, or an additional shift for a part-time employee or a shift to a casual employee, consideration should be given to the employee's fatigue, having regard to the roster design provisions in Appendix 2, in particular the appropriate rest days and rest break.
- 3.8 While it may be considered reasonable to approve overtime, or an additional shift, in excess of the roster design provisions on occasion, this should not be a consistent practice.

i.e. It should not establish a pattern that sees an employee working an excessive number of night shifts in a row without a break.

4. ROSTER VARIATIONS

- 4.1 Roster Variations may occur consistent with the provisions of this Agreement at 'Part 3: Hours of Work, Rosters and Shift Duration' and 'Appendix 2: Queensland Corrective Services: Roster Design'.

5. CHANGES OF DUTY

- 5.1 Changes of Duty may occur consistent with the provisions of this Agreement.
- 5.2 Employees must submit proposed Changes of Duty to QCS for approval.
- 5.3 QCS will consider Changes of Duty subject to these provisions and subject to operational convenience.
- 5.4 All Changes of Duty are to be completed within a 4-week cycle, unless otherwise specifically approved by the relevant Manager.
- 5.5 Notwithstanding clause 4.2 and 5.1 of Appendix 2 in relation to rest days, having regard to the maximum number of consecutive shifts in accordance with sections 3.1 and 4.1 of the roster design, Changes of Duty may be worked *by consent* and with QCS' approval after a break of one whole day, midnight to midnight, subject to all other provisions being observed.

6. REST BREAK

- 6.1 In accordance with clause 18.8(a) of the Award, all employees shall be entitled to a ten-hour break between the end of an ordinary rostered shift and the beginning of the next ordinary rostered shift.
- 6.2 In accordance with clause 18.8(b) of the Award, where the time between an ordinary rostered shift and the next ordinary rostered shift is less than ten hours, the next ordinary rostered shift will be paid at overtime rates until the employee is released from duty and then shall be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

- 6.3 In accordance with clause 18.8(b) of the Award, where an employee is directed to work an overtime shift or part shift which results in there being less than ten hours from the end of that overtime shift and the beginning of the next ordinary rostered shift, the next ordinary rostered shift shall be paid at overtime rates until the employee is released from duty and then shall be entitled to be absent until ten consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

7. CONCLUSION

- 7.1 Management and employees shall attempt to implement these provisions through mutual discussion and cooperation.
- 7.2 Any dispute over the application of these provisions should be referred for resolution in accordance with the dispute procedure at Part 9 of this Agreement.

APPENDIX 4: GUIDELINES: Local Workplace Consultative Committees (LWCC)

1. OVERVIEW

- 1.1 The following are the Terms of Reference for the Local Workplace Consultative Committee (LWCC) for a Correctional Centre.
- 1.2 The parties to the LWCC are:
- The management team of the Correctional Centre; and
 - QCS employees of the Correctional Centre as nominated by Together Queensland, Industrial Union of Employees.
- 1.3 The LWCC will facilitate meaningful consultation between the parties regarding issues impacting, or which may impact upon, employees within the Correctional Centre whose employment conditions fall under this Agreement.
- 1.4 Such consultation will be conducted in a reasonable manner based on the merits of the issue being discussed.
- 1.5 Agenda items for discussion will not be focused on operational or specific industrial matters/disputes concerning individuals.
- 1.6 The LWCC may be used to consult on a broad range of issues.

2. ROLE OF LWCC

- 2.1 The role of the LWCC shall include, but is not limited to:
- Consulting with the Union on any matters impacting on the operations of QCS within the Correctional Centre including industrial matters, business matters and workforce strategy implementation.
 - Monitoring the implementation of the provisions of this Agreement.
 - Providing a mechanism for parties to identify, raise and discuss current or emerging issues, including any projects or initiatives that are aligned to the Corrections 2030 Strategic Plan.
 - Providing a mechanism by which disputes over matters covered by the Award and this Agreement may be resolved.
 - Acknowledging that the LWCC is not the sole or principle means of communication with employees or for the resolution of workplace issues.
 - In order to address issues referred to the LWCC, evidence and particulars must be provided in a timely manner prior to the matter being considered.
- 2.2 The parties to the LWCC are to raise and make a genuine effort to resolve matters at this level prior to a matter being considered for referral to the Agency Consultative Committee (ACC) if necessary.
- 2.3 If unresolved through the LWCC, either party may refer a matter to the ACC with the support of the Chief Superintendent.

3. PRINCIPLES OF OPERATION

- 3.1 Consultation, for the purposes of the LWCC, is taken to require the exchange of timely information and the consideration of each party's views before making a final decision.
- 3.2 It is acknowledged that while there is a requirement on the part of the employer to consult prior to the implementation of any major change, the employer is the final decision-maker.

- 3.3 The LWCC will facilitate promotion of open discussion.
- 3.4 Committee members will act with courtesy, honesty and respect to each other and recognise the respective roles and responsibilities of management and Union representatives.
- 3.5 Issues will be managed in a consistent, effective and timely manner.
- 3.6 The LWCC is not a decision-making forum and does not impact on a party's rights or obligations under the grievance and dispute settlement procedures as prescribed by the relevant industrial instrument.

4. STRUCTURE AND PROCESSES

- 4.1 The parties will ensure issues are raised through the appropriate and existing governance arrangements established for the operations of the Correctional Centre such as, but not limited to, the Work Place Health and Safety Committee.

Composition

- 4.2 Committee membership of the LWCC is comprised of Union and management representatives of the Correctional Centre. The number of nominees shall be agreed between the parties. QCS will determine who the management nominees will be and the Union will determine who the Union nominees will be.
- 4.3 The LWCC shall be chaired by a management representative of the Correctional Centre.
- 4.4 Each party undertakes to notify the other parties of changes in representation when any such change occur.
- 4.5 Committee members may be represented at meetings by a nominated proxy.
- 4.6 Other persons may attend LWCC meetings from time to time as appropriate and where agreed between the parties. They must be invited by a party and notice of the invitation provided to other Committee members as early as practicable in advance of the meeting. Such persons do not assume membership of the committee.
- 4.7 LWCC members will as far as operationally convenient be allowed adequate paid time to perform the associated duties and to discharge their associated responsibilities as a LWCC member.
- 4.8 A quorum will comprise a minimum of one management and one Union representative.

Frequency

- 4.8 The LWCC will be convened at least every four weeks, however, additional meetings can be requested on an as needs basis by either party provided that full particulars are provided on the matter(s) to be discussed, and all parties agree. Agreement shall not be unreasonably withheld from either party.

Minutes

- 4.9 A Secretariat function will be provided by management and will record and prepare minutes, meeting agendas , correspondence and perform other relevant administrative tasks.
- 4.10 Minutes of LWCC meetings are to be formally documented.
- 4.11 The LWCC Minutes should be circulated within 10 working days of the meeting to LWCC members for perusal and amendment as necessary.
- 4.12 Minutes are to be endorsed by a nominated management and Union participant of the LWCC before being communicated to all employees within the Correctional Centre.

Agendas

- 4.13 Meeting agendas and information papers will be distributed by the Secretariat to all LWCC members one week prior to the meeting, unless otherwise agreed.

- 4.14 Any LWCC member may submit agenda items. Agenda items should be accompanied by an information paper, where relevant, and should reach the Chairperson or Secretariat not less than one week prior to the meeting.

Standing agenda items

- 4.15 Standing agenda items will include:

- Acknowledgement of Country
- Attendance and apologies
- Declaration of any conflict of interest
- Confirmation of previous minutes
- Business arising from previous meeting
- New business
- Next meeting

- 4.16 Other standing agenda items as agreed by the LWCC may be added as required.

- 4.17 Provision shall be made within the Agenda to review whether actions agreed upon at previous meetings were implemented or progressed.

Confidentiality

- 4.18 Parties on the LWCC acknowledge that certain issues under examination may be confidential and/or sensitive.

- 4.19 LWCC members and the Secretariat shall ensure that any confidential information remains confidential.

- 4.20 Confidential information should be declared as such prior to tabling.

- 4.21 If a member of the LWCC does not accept the material as confidential then the party may elect not to table the information.

5. GRIEVANCE AND DISPUTE SETTLING

- 5.1 LWCC members will use their best endeavours to co-operate in order to avoid grievances or disputes arising. However, the grievance and dispute settlement procedures as prescribed by the relevant industrial instruments remain available to the parties.

APPENDIX 5: 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:

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.

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

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

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

4.3 Employees affected by workplace change

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

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

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

4.4 Consultation

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

APPENDIX 6: QUEENSLAND GOVERNMENT POLICY ON CONTRACTING-OUT 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 recognises that, in the case of Queensland Health (comprising the Department of Health and the Hospital and Health Services), public health services are provided through a mix of in-house delivered services and partnerships with non-government, community and private sector health providers.

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

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

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

2. Authority

This policy was released on 16 January 2016.

3. Policy

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

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

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

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;

² This policy should be read in conjunction with applicable industrial instruments.

- the impact on regional and rural communities, where relevant, particularly in regard to maintenance of public employment in regional and rural Queensland;
- the impact on future competitive tendering in a market where the government will have no capacity to bid;
- communication and consultation strategies, including managing the impact on the tenured government workforce, and workforce transition plans for deployment, redeployment and retraining; and
- the cost implications for government.

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

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

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

3.2 Services currently contracted-out

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

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

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

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

3.3 New services

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

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

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

3.4 Services in replacement facilities

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

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

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

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

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

3.5 Implementing the Policy on the Contracting-Out of Services

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

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