

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

State of Queensland (Department of Energy and Public Works)

AND

Together Queensland, Industrial Union of Employees

(Matter No. CB/2023/74)

QFLEET CERTIFIED AGREEMENT 2022

Certificate of Approval

On 31 July 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement:	QFLEET CERTIFIED AGREEMENT 2022
Parties to the Agreement:	<ul style="list-style-type: none">• State of Queensland (Department of Energy and Public Works); and• Together Queensland, Industrial Union of Employees.
Operative Date:	31 July 2023
Nominal Expiry Date:	31 August 2025
Previous Agreement:	<i>QFleet Certified Agreement 2018</i>
Termination Date of Previous Agreement:	31 July 2023

By the Commission

J.W. MERRELL
Deputy President

31 July 2023

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016, Chapter 4 Part 5

State of Queensland (Department of Energy and Public Works)

AND

Together Queensland, Industrial Union of Employees

*Matter No. CA/2023/XX***QFLEET CERTIFIED AGREEMENT 2022**

APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 2016*, on the _____ day of _____, BETWEEN the State of Queensland (Department of Energy and Public Works) and Together Queensland, Industrial Union of Employees, witness that the parties mutually agree as follows:

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PART 1: APPLICATION AND OPERATION

1.1 Title

- (1) This Agreement shall be known as the *QFleet Certified Agreement 2022*.

1.2 Application and Parties Bound

- (1) This Agreement shall apply to persons employed in QFleet, a business unit of the Department of Energy and Public Works, for whom rates of pay, conditions of employment and entitlements are provided for in this Agreement.
- (2) The parties bound by this Agreement are the State of Queensland (Department of Energy and Public Works) and Together Queensland, Industrial Union of Employees (Together Queensland).
- (3) For the avoidance of doubt, the Chief Executive, Senior Executives and Senior Officers under the *Public Sector Act 2022*; appointments made on a fixed term declared under section 155 of the *Public Sector Act 2022*; and employees engaged under contractual arrangements (this does not refer to employees under sections 149 and 150 of the *Public Sector Act 2022* engaged for a fixed term) are not covered by this Agreement.

1.3 Operation

- (1) The Agreement operates from the date of certification and has a nominal expiry date of 31 August 2025.
- (2) The parties have agreed that the Agreement's terms will be given operative effect on and from 1 September 2022.

1.4 Posting of Agreement

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

1.5 Relationship to Awards

- (1) This Agreement is to be read in conjunction with the *Queensland Public Service Officers and Other Employees Award – State 2015* (as amended from time to time).
- (2) In the event of any inconsistency, the terms of this Agreement shall take precedence.

1.6 Replacement Agreement

- (1) This Agreement replaces the *QFleet Certified Agreement 2018* when this Agreement is certified.
- (2) The parties agree to terminate the *QFleet Certified Agreement 2018* when this Agreement is certified.

1.7 Objectives of this Agreement

- (1) QFleet is the Queensland Government's provider of vehicle leasing. QFleet provides these services to government departments and agencies and government-funded organisations.
- (2) The parties are committed to an effective QFleet, delivering quality services for the Queensland Government to support the Government's priorities and obligations to the community.
- (3) QFleet 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*.
- (3) This Agreement provides for remuneration based on classification levels related to skills required to perform the role so that a female employee doing the same work as a male employee will receive equal remuneration. The classification structure and associated wage rates are contained in Appendix 1.

1.9 Definitions and Abbreviations

AQF means the Australian Qualifications Framework. The AQF is a system of twelve national qualifications in schools, vocational education and training (TAFEs and private providers) and the higher education sector (mainly universities). The AQF is set out in Appendix 2.

Department means the Department of Energy and Public Works

QIRC means the Queensland Industrial Relations Commission

PART 2: WAGES, WORKING CONDITIONS AND OTHER ENTITLEMENTS

2.1 New Wage Rates

- (1) The Agreement provides for the following wage increases:

1 September 2022	4%
1 September 2023	4%
1 September 2024	3%
- (2) The first wage increase effective 1 September 2022 is to be applied to the *QFleet Certified Agreement 2018* or the Award rate as at 1 September 2022, whichever is higher.
- (3) The second and third wage increases in clause 2.1(1) above are to be applied to the Agreement wages rates stipulated for the prior year.
- (4) The salary schedule for employees covered by this Agreement is contained in Appendix 1.

2.2 Cost of Living Adjustment (COLA) payments

- (1) The Agreement provides for an annual cost of living adjustment in accordance with Appendix 2.

2.3 No Loss of Show Day

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

2.4 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 clause 2.4(3) below, 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 2022 and thereafter will not be in addition to the wage increases provided by this Agreement.
- (4) Notwithstanding clause 2.4(3) above, it is a term of this Agreement that no person covered by this Agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant award.

2.5 38 Hour Week

- (1) QFleet employees covered by the Agreement shall work a 38 hour week.

2.6 Spread of Hours

- (1) The spread of ordinary working hours at QFleet shall be from 6.00am to 6.00pm, with provision to extend to 8.00pm subject to mutual agreement between the employee(s) and employer.

2.7 Extra leave for Proportionate Salary (Purchased Leave)

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

2.8 Averaging of Ordinary Hours of Work

- (1) Where agreed between the Chief Executive of the Department and the requesting employee, and subject to policy requirements, mechanisms will operate by which the requesting employee can agree to average ordinary hours of work over a cycle with differential daily and weekly hours (e.g., in a four week work cycle an employee may work 45 hours in one week and 30 hours the next week), provided that the total standard ordinary hours for the month are worked.
- (2) Under this arrangement the agreed working hours for the individual employee would be established in consultation between the Chief Executive of the Department and the requesting employee.
- (3) Normal overtime arrangements/penalty rates will only apply for the hours worked in excess of the agreed hours of duty.

PART 3: TRAINING AND DEVELOPMENT

- (1) The parties to this Agreement recognise an ongoing commitment to training and development.
- (2) It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives.
- (3) To achieve the desired levels of knowledge and skills there should be an emphasis upon building capability around key occupations through career development, job design, performance development, and workforce planning. The objective of this approach is to improve workforce capability and entities' service delivery while enhancing job satisfaction and employees' professional growth.

- (4) Training and assessment of competencies may be provided in accordance with the public sector training package or other accredited programs relevant to entity needs to enable employees to meet the requirements of clauses 4.1 and 4.2 of this Agreement.
- (5) It is acknowledged that reasonable travel time associated with an employee attending training and development opportunities should where practicable be scheduled in paid ordinary work time.
- (6) The Department will pay for continuing professional development (CPD) required in order to maintain qualifications mandatory to the employee's employment.
- (7) Access to assistance under the Department's Study and Research Assistance Scheme (SARAS) policy, to enable employees to obtain skills necessary for career progression will not be unreasonably refused.

PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS

4.1 Commitment

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

4.2 Appropriate Remuneration

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

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

PART 5: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT

5.1 Employment Security

- (1) The Department is committed to maximum employment security in accordance with Appendix 4 of this Agreement for permanent public sector employees by developing and maintaining a responsive, impartial and efficient public sector as the preferred provider of existing services to the Queensland Government and the community.
- (2) On a half yearly basis, a communication will be sent to employees of QFleet emphasising the commitment to permanent employment and maximising employment security consistent with the provisions of this Agreement.

5.2 Permanent Employment

- (1) The parties are committed to maximising permanent employment where possible. Casual or temporary forms of employment or labour hire should only be utilised where permanent employment is not viable or appropriate. QFleet will 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

will be at the forefront of QFleet's considerations in workforce planning and recruitment. QFleet will review current and future capability requirements and funding availability and projections ahead of advertising roles with a view to maximising permanent employment.

- (2) QFleet commits to using its best endeavours to ensure that should labour hire workers be engaged, such engagement occurs in a manner which minimises the impact upon the employment security of the employment of existing employees.

5.3 Non-permanent Employment

- (1) The Department commits, where possible, to further collect additional data about temporary engagements within QFleet with a view to increasing reporting to the consultative committee 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) The Department acknowledges employees may request a review of their non-permanent employment after one year of continuous employment in accordance with section 113 of the *Public Sector Act 2022*. Further, the Department commits to undertake reviews of non-permanent employment after two years of continuous employment in accordance with section 115 of the *Public Sector Act 2022*.
- (3) Further, QFleet will endeavour to provide greater communication to affected employees about possibilities for extension to or termination for temporary contracts. Where practicable, QFleet will communicate with affected employees as soon as possible where the possibility of extension or non-extension arises and will keep the affected employee apprised of relevant developments.
- (4) Consistent with Government's commitment to the maximisation of permanent employment, QFleet will endeavour to maximise part-time hours for permanent part-time employees where possible.

5.4 Organisational Change and Restructuring

- (1) QFleet is committed to providing stability to the business unit by limiting organisational restructuring and contracting-out of services.
- (2) These commitments are effected through the Government's *Employment Security Policy* and the *Queensland Government Policy on the Contracting Out of Services* contained at appendices 3 and 4 of this Agreement. Without limiting or enhancing the existing policies, the Department acknowledges where operational decisions or contracting out of services decisions result in organisational change or restructure the policies provide for:
 - (a) the need to demonstrate clear benefits and enhanced service delivery to the community;
 - (b) avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community;
 - (c) Cabinet approval is required for all major organisational change and restructuring in Departments in accordance with the considerations outlined in the policies;
 - (d) where a department has made a decision to introduce major organisational change or restructuring, it will notify affected employees/union and discuss the changes as early as practicable. This may be undertaken through forums such as the consultative committee;
 - (e) Cabinet approval for contracting-out proposals that meet specified criteria including significant impact on the government's workforce in terms of job losses.
- (3) QFleet shall advise the consultative committee of its intention, in writing, to implement organisational changes that may affect the employment security of its employees, prior to the commencement of any planned changes. This shall include all information required to be provided in accordance with the "Introduction of changes" and "Redundancy" clauses of relevant awards. QFleet is also required where requested to provide Together Queensland with a listing of the affected staff comprising name, job title and work location.

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

PART 6: SALARY PACKAGING

- (1) Salary packaging is available for employees (excluding short term casual employees) employed by the employer covered by this Agreement in accordance with the Circular issued from time to time by the relevant agency.
- (2) The employer is to apply the following principles for employees that avail themselves of salary packaging:
 - (a) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
 - (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
 - (c) increases or variations in taxation are to be passed to employees as part of their salary package;

- (d) where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is ***strongly recommended*** to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
 - (e) the employer will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
 - (f) there will be no significant additional administrative workload or other ongoing costs to the employer;
 - (g) any additional administrative and fringe benefit tax costs are to be met by the employee;
 - (h) any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- (3) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.
 - (4) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

PART 7: CONSULTATIVE COMMITTEES

- (1) The parties agree that employees should be consulted about decisions which may affect their employment or welfare, and that meaningful consultation with affected employees leads to improved organisational outcomes.
- (2) In recognition of clause 7(1), QFleet will have a joint union/employer consultative committee. The consultative committee will be used to facilitate consultation on a broad range of issues. QFleet are encouraged to agree to local arrangements about workplace consultation and appropriate attendees at the consultative committee. The issues for workplace consultation may include but are not limited to discussion of matters arising from this Agreement such as:
 - (a) workload management (Part 14);
 - (b) organisational change and restructuring (Part 5.4);
 - (c) training (Part 3);
 - (d) union encouragement (Part 10);
 - (e) work/life balance (Part 19);
 - (f) organisational matters such as the review of, changes to or introduction of new workforce management policies;
 - (g) fair career paths (Part 17);
 - (h) improving gender equity (Part 18); and
 - (i) cultural awareness activities and training (Part 16).

The consultative committee may agree to establish standing committees, sub-committees, or other additional consultative structures (such as Local Consultative Committees) with agreed terms of reference/operating principles.

- (3) The parties recommend that in addition to the consultative committee, QFleet facilitate and encourage the operation of consultative forums at the local level. These forums allow for consultation, engagement and

dispute resolution directly between affected employees (through their union delegates to the committee/forum) and the relevant decision-makers.

- (4) This Agreement, through various provisions, allocates a number of roles and responsibilities to the consultative committee, which QFleet will ensure occur in accordance with the provisions of this Agreement and the Terms of Reference for the consultative committee.

PART 8: COLLECTIVE INDUSTRIAL RELATIONS

- (1) QFleet acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of agencies and public sector units. The principle recognises the important role of unions and the traditionally high levels of union membership in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- (2) QFleet 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) QFleet is committed to collective agreements and will not support non-union agreements.

PART 9: ILO CONVENTIONS

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

PART 10: UNION ENCOURAGEMENT

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

PART 11: UNION DELEGATES

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

PART 12: INDUSTRIAL RELATIONS EDUCATION LEAVE

- (1) Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (2) Before the employer approves such leave the union must provide QFleet information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, the employer must be satisfied that the proposed course is within the terms of paragraph (1).
- (3) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (noncumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegated authority) of the agency.
- (4) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the General Manager, QFleet, the relevant union and the employee.
- (5) Upon request and subject to approval by the chief executive (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.
- (6) The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.
- (7) At the discretion of the chief executive of the agency/public sector unit concerned, public sector employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Ministerial Directive 05/17 "Special Leave" in relation to special leave without salary. Conditions outlined in the Special Leave Directive that provide for the employees' return to work after unpaid leave will be met.

PART 13: PREVENTION AND SETTLEMENT OF DISPUTES

- (1) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee's health or safety. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (3) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
 - (a) The matter is to be discussed by the employee's union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days.
 - (b) If the matter is not resolved as per (a) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days.
 - (c) If the matter remains unresolved it may be referred by the employee and/or his/her union representative to the consultative committee for discussion and appropriate action. This process should not exceed 14 days.
 - (d) If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.
- (5) Nothing contained in this procedure shall prevent unions or the Department from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (6) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

PART 14: WORKLOAD MANAGEMENT

- (1) QFleet is committed to working with its employees and Together Queensland to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore entities should ensure safe work environments are not compromised, and that entity responsibilities under legislation including duty of care to all employees are complied with.
- (2) It is recognised by QFleet that unrealistic expectations should not be placed on employees by line management to consistently perform excessive working hours whereby no opportunities arise to utilise accrued time or time off in lieu (TOIL).
- (3) QFleet is obliged to consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes. Management at the local level should undertake appropriate consultation with affected employees when implementing organisational initiatives including machinery of government changes that may have an impact on the workloads of affected employees.
- (4) The Department is obliged to adapt the Queensland Government workload management tool to account for department-specific circumstances to ensure easier application of the tool, where requested.
- (5) In addition, the parties agree that the consultative committee may deal with the issue of workload management. The activities of the consultative committee in the area of workload management may include, but not be limited to, the following:
 - (a) To undertake research on QFleet workload management issues;
 - (b) To address QFleet specific workload issues referred by staff of QFleet, Together Queensland officials and/or management;

- (c) To develop expedient processes for referral of QFleet workload issues to the consultative committee;
- (d) Based on research, develop strategies to improve immediate and long term QFleet workload issues;
- (e) To assess the implications of QFleet workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee;
- (f) To consider the impacts on workloads when organisational change occurs affecting QFleet, particularly those impacts arising from the introduction of new programs and from machinery of government changes, and make recommendations to affected QFleet employees on the management of potential workload issues where appropriate.

PART 15: LEAVE LOADING

- (1) Payment of annual leave loading will be consolidated and paid once a year in December.

PART 16: CULTURAL AWARENESS AND LEAVE

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

PART 17: FAIR CAREER PATHS

17.1 General Provisions

- (1) QFleet acknowledges that absences from the workforce due to family responsibilities and utilisation of flexibility measures should not be considered barriers to progression.
- (2) QFleet will report to the relevant consultative committee on measures taken to support improved career paths.
- (3) The parties are committed to providing reasonable career opportunities to QFleet employees. The parties are committed to provide consistent and transparent classifications across QFleet.
- (4) The Department, in consultation with the relevant consultative committee will ensure that it has a review process in place to allow aggrieved employees the opportunity to raise concerns about the work value assessment (utilising the job evaluation management system (JEMS) or other approved methodology) of their position. These processes will provide the opportunity for consultation with Together Queensland and may include a Together Queensland representative as part of the process.

17.2 Improving internal merit-based career paths

- (1) The parties reaffirm their commitment to merit-based career paths and the importance of selecting the applicant best suited to the position, consistent with the *Public Sector Act 2022*.

PART 18: IMPROVING GENDER EQUITY

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

PART 19: WORK/LIFE BALANCE

- (1) QFleet is committed to workplace practices that improve the balance between work and life for QFleet employees, irrespective of gender.
- (2) The parties agree that requests by QFleet employees to access work-life balance initiatives will be considered. Work-life balance initiatives shall include, but not be limited to:
 - (a) Flexible working arrangements, including telecommuting/working from home and co-working spaces/distributed work centres;
 - (b) Secondments and interchanges;
 - (c) Career breaks;
 - (d) Transition to retirement.
- (3) QFleet acknowledges QFleet employees' entitlements to request flexible work arrangements in accordance with the *Industrial Relations Act 2016* and its obligations in deciding those requests. On a half yearly basis, a communication will be sent to QFleet employees emphasising the commitment to workplace flexibility and entity obligations in accordance with the *Industrial Relations Act 2016*.

PART 20: INTRODUCTION OF TECHNOLOGY/FUTURE OF WORK

- (1) The parties acknowledge the potential for 'intensification of work' through boundaries between work life and home life being blurred as a result of the inclusion or advancement of technology.
- (2) QFleet through the relevant consultative committee, will consult on proposed technological change or advancements which may affect or impact on QFleet employees' employment.

PART 21: WORKPLACE BULLYING

- (1) All QFleet employees have the right to be treated fairly and with dignity in an environment free from disruption, intimidation, harassment, victimisation and discrimination.

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

PART 22: SUPPORT FOR WORKERS WITH MENTAL ILLNESS

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

APPENDIX 1: QFLEET SALARY SCHEDULE

ADMINISTRATIVE STREAM						
Class Level	Salary 1/09/2022 Per Fortnight	Salary 1/09/2023 Per Fortnight	Salary 1/09/2024 Per Fortnight	Salary 1/09/2022 Annualised	Salary 1/09/2023 Annualised	Salary 1/09/2024 Annualised
AO1/1	\$1,726.70	\$1,795.90	\$1,849.80	\$45,048	\$46,853	\$48,259
AO1/2	\$1,838.40	\$1,912.20	\$1,969.20	\$47,962	\$49,887	\$51,374
AO1/3	\$1,950.90	\$2,029.20	\$2,090.00	\$50,897	\$52,940	\$54,526
AO2/1	\$2,241.20	\$2,330.90	\$2,400.80	\$58,471	\$60,811	\$62,634
AO2/2	\$2,298.20	\$2,390.20	\$2,461.60	\$59,958	\$62,358	\$64,221
AO2/3	\$2,356.00	\$2,450.20	\$2,524.00	\$61,466	\$63,923	\$65,849
AO2/4	\$2,416.00	\$2,512.60	\$2,587.80	\$63,031	\$65,551	\$67,513
AO2/5	\$2,473.80	\$2,572.60	\$2,650.10	\$64,539	\$67,117	\$69,138
AO2/6	\$2,532.30	\$2,633.40	\$2,712.40	\$66,065	\$68,703	\$70,764
AO2/7	\$2,597.70	\$2,701.80	\$2,783.10	\$67,771	\$70,487	\$72,608
AO2/8	\$2,669.90	\$2,777.00	\$2,860.60	\$69,655	\$72,449	\$74,630
AO3/1	\$2,846.20	\$2,960.20	\$3,049.10	\$74,255	\$77,229	\$79,548
AO3/2	\$2,948.80	\$3,066.60	\$3,158.60	\$76,931	\$80,005	\$82,405
AO3/3	\$3,055.20	\$3,177.60	\$3,272.60	\$79,707	\$82,900	\$85,379
AO3/4	\$3,158.60	\$3,284.70	\$3,383.50	\$82,405	\$85,695	\$88,272
AO4/1	\$3,343.20	\$3,477.00	\$3,581.10	\$87,221	\$90,711	\$93,427
AO4/2	\$3,449.60	\$3,588.00	\$3,695.90	\$89,997	\$93,607	\$96,422
AO4/3	\$3,558.30	\$3,700.40	\$3,811.40	\$92,832	\$96,540	\$99,436
AO4/4	\$3,664.70	\$3,811.40	\$3,925.40	\$95,608	\$99,436	\$102,410
AO5/1	\$3,854.00	\$4,008.20	\$4,128.30	\$100,547	\$104,570	\$107,703
AO5/2	\$3,964.20	\$4,123.00	\$4,246.90	\$103,422	\$107,565	\$110,797
AO5/3	\$4,072.80	\$4,235.50	\$4,362.40	\$106,255	\$110,500	\$113,811
AO5/4	\$4,181.50	\$4,348.70	\$4,479.40	\$109,091	\$113,453	\$116,863
AO6/1	\$4,408.80	\$4,585.10	\$4,722.60	\$115,021	\$119,621	\$123,208
AO6/2	\$4,507.60	\$4,687.70	\$4,828.30	\$117,599	\$122,297	\$125,966
AO6/3	\$4,609.40	\$4,794.10	\$4,937.70	\$120,255	\$125,073	\$128,820
AO6/4	\$4,708.20	\$4,896.70	\$5,043.40	\$122,832	\$127,750	\$131,577
AO7/1	\$4,917.20	\$5,114.00	\$5,267.60	\$128,285	\$133,419	\$137,426
AO7/2	\$5,035.80	\$5,237.20	\$5,394.50	\$131,379	\$136,633	\$140,737
AO7/3	\$5,151.30	\$5,357.20	\$5,517.60	\$134,392	\$139,764	\$143,949
AO7/4	\$5,265.30	\$5,475.80	\$5,640.00	\$137,366	\$142,858	\$147,142
AO8/1	\$5,437.00	\$5,654.40	\$5,823.90	\$141,846	\$147,518	\$151,940
AO8/2	\$5,544.20	\$5,766.10	\$5,939.40	\$144,643	\$150,432	\$154,953
AO8/3	\$5,644.50	\$5,870.20	\$6,046.60	\$147,259	\$153,148	\$157,750
AO8/4	\$5,746.40	\$5,975.90	\$6,155.20	\$149,918	\$155,905	\$160,583

APPENDIX 2: COST OF LIVING ADJUSTMENT (COLA)

PART 1 – Cost of Living Adjustment (COLA) Payments

1.1. Definitions

The following definitions apply for the purposes of the Cost-of-Living Adjustments (COLA) Payments provisions outlined in this Appendix:

agreement year – means one of the three 12-month periods from 1 September in one year to 31 August in the following year that includes a *calculation date*.

base wages – for an *eligible employee*, means the salary actually payable to the particular employee in the relevant *agreement year* for work covered by this Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable. It does not include any other allowances or additional payments howsoever described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken; any payments for TOIL where the TOIL is not taken, COLA payments from previous periods, etc).

calculation date – means, either:

- 31 August 2023 (COLA Payment Year 1); or
- 31 August 2024 (COLA Payment Year 2); or
- 31 August 2025 (COLA Payment Year 3).

COLA payment percentage – see clause 3.2 of this Appendix.

CPI – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant *agreement year*, as published by the Australian Bureau of Statistics. Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.

eligible employee – see Part 2 of this Appendix.

Queensland government employee – means a person employed in a government entity, as defined in section 24 of the *Public Service Act 2008* as in force at 1 October 2022, and the entities specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of the Act: the parliamentary service, the Governor’s official residence and its associated administrative unit, and the police service.

wage increase under the Agreement – means the wage increase of either 4%, 4% or 3%, as specified in clause 2.1 of this Agreement, that occurs at the commencement of an *agreement year*.

PART 2 – Eligibility

- 2.1. *Eligible employees* covered by this Agreement may be entitled to receive Cost of Living Adjustment (COLA) payments based on the *calculation dates*, for up to three years only, and ending for the *calculation date* of 31 August 2025.
- 2.2. An employee is an *eligible employee* if they performed work under this Agreement during a relevant *agreement year* and they are covered by this Agreement on the relevant *calculation date* for the associated COLA Payment.
- 2.3. In recognition of employee mobility across the sector, where an employee would otherwise be an *eligible employee* in accordance with clause 2.2, but they are not covered by this Agreement on the relevant *calculation date* due to being employed elsewhere as a *Queensland government employee* on the *calculation date*, they will be deemed to be an *eligible employee* for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee is required to provide relevant details of their eligibility to their Human Resources Business Partner.

Example – an employee works for the first 3 months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.

- 2.4.** An employee who starts being covered by this Agreement after a *calculation date* is not eligible for the associated COLA Payment.

Example – an employee starts being covered by the agreement on 17 September 2023. The employee is not eligible for COLA Payment Year 1.

- 2.5.** An *eligible employee* who did not perform work under this Agreement for the full *agreement year*, will receive a pro-rata COLA payment by reference to the *base wages* they received that was attributable to work under this Agreement.

Example one – an eligible employee is employed and works for 5 months under this Agreement during a relevant agreement year. Their base wages for the agreement year will reflect the 5 months they worked.

Example two – an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.

Example three – an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months under this Agreement and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the agreement year will reflect 6 months they worked under this Agreement.

- 2.6.** An *eligible employee* who is casual or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant *agreement year* because of the definition of *base wages*.

Example – a part-time employee works 0.6 full-time equivalent during the agreement year. The employee's base wages for the agreement year reflect their hours of work.

- 2.7.** In addition to the other requirements of Part 2 herein, casual employees are *eligible employees* provided they have performed work under this Agreement, or as a *Queensland government employee*, within the 12-week payroll period immediately prior to the relevant *calculation date*.

PART 3 – Calculation and payments

Step One

- 3.1.** A COLA Payment is only payable if, for the relevant *agreement year*, *CPI* exceeds the *wage increase under the Agreement*.

Step Two

- 3.2.** The relevant COLA Payment is calculated by first determining the percentage difference between the *wage increase under the Agreement* and *CPI* for the relevant *agreement year* and each COLA Payment is capped at 3% (the 'COLA percentage').

Example one: For COLA Payment Year 3, the agreement year is 1 September 2024 to 31 August 2025. The wage increase under the Agreement is 3% on 1 September 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, i.e. 0.9%. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.

Example two: For COLA Payment Year 1, the agreement year is 1 September 2022 to 31 August 2023. The wage increase under the Agreement is 4% on 1 September 2022. In April 2023, the ABS releases the CPI figure for

March 2023 as 7.5%. The COLA Payment is calculated as the difference between 4% and 7.5%, i.e. 3.5%. However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.

Step Three

- 3.3.** To calculate an *eligible employee's* COLA Payment, the relevant employee's *base wages* for the *agreement year* are adjusted to determine what their *base wages* would have been if the *relevant wage increase under the Agreement* had not been applied for that *agreement year*. This is done by using the following formula to first determine the value of 'a':

$$a = 100 / (1 + \text{relevant wage increase under the Agreement expressed as a decimal})$$

Then the relevant employee's *base wages* are then multiplied by 'a', where 'a' is expressed as a percentage:

Example: The wage increase in the Agreement for that agreement year was 4% on 1 September 2022. The base wages payable to the relevant employee for the agreement year from 1 September 2022 to 31 August 2023 is \$90,000. The calculation occurs as follows:

- $a = 100 / (1 + 0.04)$
- $a = 96.1538$
- $\$90,000 \text{ adjusted by } 96.1538\% = \underline{\$86,538.42}$

Step Four

- 3.4.** The figure from clause 3.3 above is then multiplied by the COLA Percentage calculated in clause 3.2 to determine the particular employee's COLA Payment for that *agreement year*.

Example: The COLA percentage is 3%.

- $\$86,538.42 \text{ multiplied by } 3\% = \underline{\$2,596.15}$

- 3.5.** COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

PART 4 – Timing of information and payments

- 4.1.** For *eligible employees* under clause 2.2 above, if payable, the relevant COLA Payment will be made within two (2) months following the relevant *calculation date* and release of the *CPI*.
- 4.2.** For *eligible employees* under clause 2.3 above, if payable, the relevant COLA Payment will be made within two (2) months of the employee providing the notice of their employment pursuant to clause 2.3 above.
- 4.3.** QFleet will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

APPENDIX 3: AUSTRALIAN QUALIFICATIONS FRAMEWORK

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

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

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

Why is the AQF important?

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

What are the key objectives of the AQF?

The AQF:

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

APPENDIX 4: EMPLOYMENT SECURITY POLICY

1. Introduction

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

The Government is committed to maximum employment¹ security 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 nongovernment 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 Sector 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 6 July 2020.

4. Policy

4.1 Permanent Employment

The Queensland Government is committed to maximising permanent employment where possible. Fixed term temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. Casual employment should only be utilised where permanent and fixed term temporary employment options have been considered and are not viable or appropriate. Labour hire should only be used in limited circumstances where direct employment is not via or appropriate and is the least preferred option. Agencies are encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

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.

4.2 Organisational change and restructuring

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

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

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

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

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

4.3 Employees affected by organisational change

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

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

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

4.4 Consultation

For further advice on the application of this policy, agencies should consult with the Public Sector Commission.

APPENDIX 5: QUEENSLAND GOVERNMENT POLICY ON THE CONTRACTING-OUT OF SERVICES

1. Application

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

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

In this regard, the government has restored the following policy on contracting-out of services as part of its commitment to restoring fairness for the government workforce. This 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:

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

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

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

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

- (a) ensure that effort is directed towards assisting employees to take up employment with the contractor; and/or
- (b) 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:

- (a) any social and/or economic impact on the Queensland community;
- (b) the impact on regional and rural communities;
- (c) the impact on future competitive tendering in a market where the government will have no capacity to bid;
- (d) why the service needs to be delivered by a non-government service provider; and
- (e) 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:

- (a) the impact on the government workforce;
- (b) how the proposed initiative will result in improvements to government service delivery;
- (c) any social and/or economic impact on the Queensland community;
- (d) the impact on regional and rural communities, where relevant, particularly in regard to maintenance of public employment in regional and rural Queensland;
- (e) the impact on future competitive tendering in a market where the government will have no capacity to bid, if relevant; and
- (f) 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:

- (a) 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

- (b) Options for the management of employees affected by organisational change are to include deployment, retraining, redeployment and voluntary early retirement.

SIGNATORIES

Signed for and on behalf of **THE CROWN IN THE RIGHT OF THE STATE OF QUEENSLAND** through the Director-General, Department of Energy and Public Works (on behalf of QFleet)

Paul Martyn.....
(Signature of Authorised Officer)

Paul Martyn.....
(Name of Authorised Office in Full)

Teresa Moore.....
(Signature of Witness)

Teresa Moore, General Counsel.....
(Name of Witness in Full)

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

Alexander Scott.....
(Signature of Authorised Officer)

Alexander Patrick Scott.....
(Name of Authorised Officer in Full)

Daniel Goldman.....
(Signature of Witness)

Daniel Henry Goldman.....
(Name of Witness in Full)

Dated this 17/7/23.....