

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

State of Queensland (Department of Transport and Main Roads)

AND

Together Queensland, Industrial Union of Employees

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

(Matter No. CB/2024/2)

CITEC Certified Agreement 2023

Certificate of Approval

On 19 January 2024, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016* (Qld):

Name of Agreement: **CITEC CERTIFIED AGREEMENT 2023**

Parties to the Agreement:

- State of Queensland (Department of Transport and Main Roads)
- Together Queensland, Industrial Union of Employees
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees

Operative Date: 19 January 2024

Nominal Expiry Date: 30 June 2025

Previous Agreement: **CITEC Certified Agreement 2019**

Termination Date of Previous Agreement: 19 January 2024

By the Commission

J.M. POWER
Industrial Commissioner

19 January 2024

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

(No. CB/2024/X)

State of Queensland (Department of Transport and Main Roads)

AND

Together Queensland, Industrial Union of Employees; and The Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch, Union of Employees.

CITEC CERTIFIED AGREEMENT 2023

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

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PART 1 – APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the *CITEC Certified Agreement 2023* and abbreviated as this Agreement.

1.2 Parties Bound

The parties bound by this Agreement are:

- (1) the State of Queensland (the Department of Transport and Main Roads (TMR));
- (2) employees referred to in clause 1.3(1), excluding those referred to in clause 1.3(2);
- (3) Together Queensland, Industrial Union of Employees; and
- (4) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees.

1.3 Application and Scope

- (1) This Agreement shall apply to persons employed at CITEC, a business unit of TMR, and for whom their classifications and wage rates are prescribed herein.
- (2) For the avoidance of doubt, the following persons are not covered by this Agreement:
 - (a) the Chief Executive, Senior Executives and Senior Officers under the *Public Sector Act 2022* (PSA);
 - (b) appointments made on a fixed term declared under section 155 of the PSA; and
 - (c) employees engaged under contractual arrangements (this does not refer to employees under sections 149 and 150 of the PSA engaged for a fixed term).

1.4 Dates and Period of Operation

- (1) This Agreement shall operate from the date of certification by the Queensland Industrial Relations Commission (QIRC) and shall have a nominal expiry date of 30 June 2025. The parties have agreed that the terms of the Agreement will be given operative effect on and from 1 July 2023.
- (2) This Agreement replaces the *CITEC Certified Agreement 2019* insofar as it has application to employees bound by this Agreement.
- (3) For the purpose of section 228(3) of the *Industrial Relations Act 2016* (IR Act), the *CITEC Certified Agreement 2019* shall be terminated upon the certification of this Agreement.
- (4) Subject to Queensland Government approval, it is the intent of the parties bound by this Agreement to transition employees covered by this Agreement to the successor agreement of the *Transport and Main Roads Enterprise Certified Agreement 2022*, to resolve inconsistent employment conditions within TMR by aligning CITEC employees' employment conditions with those covering the majority of TMR employees who are covered by the *Transport and Main Roads Enterprise Certified Agreement 2022*.
- (5) The parties agree to commence negotiations six months prior to the expiry of this Agreement, with a view to negotiating and settling a replacement Agreement.

1.5 Posting of Agreement

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

1.6 Relationship with Parent Award

This Agreement shall be read and interpreted in conjunction with the *Queensland Public Service Officers and Other Employees Award – State 2015* (Public Service Award). Provided that, where there is an inconsistency with the Public Service Award, the terms of this Agreement shall take precedence.

1.7 Facilitative Provisions

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

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

1.8 Objectives of this Agreement

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

1.9 Equity Considerations

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

1.10 Definitions and Abbreviations

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

TMR – means the Department of Transport and Main Roads

Cost of living adjustment (COLA) – refer to the definition in clause 2.2 of this Agreement.

Industrial Relations Act 2016 (IR Act) – is an Act which provides an industrial relations framework for Queensland and regulates the state public sector, local government employees and the employees of a number of statutory authorities.

Public Sector Act 2022 (PSA) – is an Act which applies to public service departments and, more broadly, to public sector is fair, responsive, inclusive and a leader in public administration.

Queensland Industrial Relations Commission (QIRC) – is an independent tribunal whose powers and functions derive from Chapter 11, Part 2 of the IR Act.

Queensland Public Service Officers and Other Employees Award – State 2015 (Public Service Award) – is a modern award made by the Queensland Industrial Relations Commission which guarantees minimum wages, conditions and entitlements for State of Queensland employees in Queensland public sector whose salaries or rates of pay fixed by this Award.

PART 2 – REMUNERATION OUTCOMES

2.1 Wage Rate Increases

- (1) This Agreement provides for wage increases in accordance with the following
 - (a) Alignment adjustment effective 1 July 2023 (Refer to the pay rates in Column A of Appendix 1).
 - (b) 3% effective 1 July 2024 (Refer to the pay rates in Column B of Appendix 1).
- (2) Cost of Living Adjustment (COLA)
 - (a) This Agreement also provides for an annual COLA payment in accordance with clause 2.2.
 - (b) COLA is calculated on the abovementioned aligned pay rates, with the aligned rates effective 1 July 2023, being considered a 4% increase for the purpose of the initial COLA payment.

2.2 Cost of Living Adjustment (COLA) Payment

- (1) Definitions

The following definitions apply for the purposes of the COLA Payments clause:

- (a) **COLA year** – means one of the two 12-month periods from 1 July in one year to 30 June in the following year that includes a *calculation date*. The COLA years will be:
 - (i) 1 July 2022 – 30 June 2023 (COLA year 1); and
 - (ii) 1 July 2023 – 30 June 2024 (COLA year 2).
- (b) **base wages** – for an *eligible employee*, means the salary actually payable to the particular employee in the relevant *COLA year* for work covered by the *predecessor agreement* in COLA year 1, or this Agreement in COLA year 2, and includes higher duties performed by the employee under the *predecessor agreement* or 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).

- (c) **calculation date** – means, either:
 - (i) 30 June 2023 (COLA payment year 1); or
 - (ii) 30 June 2024 (COLA payment year 2).
- (d) **COLA payment percentage** – see clause 2.2(4)(b).
- (e) **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 *COLA 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.
- (f) **eligible employee** – see clause 2.2(3).
- (g) **predecessor agreement**– means the *CITEC Certified Agreement 2019*.
- (h) **Queensland government employee** – means a person employed in a government entity, as defined in section 24 of the repealed *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.
- (i) **wage increase under the Agreement** – means the wage increase of either 4% or 3%, as specified in clause 2.1 of this Agreement, that occurs on the day after the end of the *COLA year*. For example, for the purposes of calculating COLA year 1 (1 July 2022 to 30 June 2023), the wage increase of 4% on 1 July 2023 is the *wage increase under the Agreement*.

(2) Obligation for payment

TMR will make COLA payments as required by this clause 2.2, to *eligible employees*.

(3) Eligibility

- (a) *Eligible employees* covered by this Agreement may be entitled to receive COLA payments based on the *calculation dates*, for up to two years only, and ending for the *calculation date* of 30 June 2024.
- (b) For the *COLA year 1*, an employee is an *eligible employee* if they performed work under the *predecessor agreement* during *COLA year 1*, and they were covered by the predecessor agreement on the calculation date of 30 June 2023.
- (c) For *COLA year 2*, an employee is an *eligible employee* if they performed work under this Agreement during *COLA year 2*, and they are covered by this Agreement on the calculation date of 30 June 2024.
- (d) In recognition of employee mobility across the sector, where an employee would otherwise be an *eligible employee* in accordance with clause 2.2(3)(b) or (c), but they are not covered by this Agreement (or the *predecessor agreement* in the case of *COLA year 1*) 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 TMR.

Example – an employee works for the first 3 months under the predecessor agreement, or under this Agreement, during a relevant COLA year, then takes up employment under a different agreement. They remain employed under the different agreement 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 (see clause 2.2(3)(f) for pro-rata payments).

- (e) An employee who starts being covered by this Agreement or the *predecessor agreement* after a *calculation date* is not eligible for the associated COLA payment. For COLA year 1 also see clause 2.2(3)(b).

Example – an employee starts being covered by the Agreement on 17 September 2023. The employee is not eligible for COLA payment year 1.

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

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

Example two – an eligible employee is employed for 12 months under the predecessor agreement or this Agreement during a relevant COLA year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay. Their base wages for the COLA 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 the predecessor agreement or this Agreement during a relevant COLA year and in those 12 months, works for 6 months and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the COLA year will then reflect the 6 months they worked under the predecessor agreement or this Agreement.

- (g) 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 *COLA year* because of the definition of *base wages*.

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

- (h) In addition to the other requirements of clause 2.2(3), casual employees are eligible employees provided they have performed work under the *predecessor agreement* or this Agreement, or as a *Queensland government employee*, within the 12-week payroll period immediately prior to the relevant *calculation date*.

(4) Calculation and payments

- (a) Step one

A COLA Payment is only payable if, for the relevant *COLA year*, *CPI* exceeds the *wage increase under the Agreement* that occurs on the day after the end of the *COLA year*.

- (b) Step two

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

Example one: For COLA Payment Year 1, the COLA year is 1 July 2022 to 30 June 2023. The wage increase under the Agreement is 4% on 1 July 2023. In April 2023, the ABS releases the CPI figure for March 2023 as 7.4%. The COLA payment is calculated as the difference between 4% and 7.4%, i.e. 3.4%. However, because the COLA payment is capped at 3%, the COLA percentage is 3%.

Example two: For COLA Payment Year 2, the COLA year is 1 July 2023 to 30 June 2024. The

wage increase under the Agreement is 3% on 1 July 2024. In April 2024, the ABS releases the CPI figure for March 2024 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%.

(c) Step three

To calculate an *eligible employee's* COLA Payment, the relevant employee's *base wages* for the *COLA year* are to be determined.

Note – no adjustment to base wages is necessary as the relevant *wage increase under the Agreement* has not been applied for the *COLA year*.

(d) Step four

(i) The figure from clause 2.2(4)(c) is then multiplied by the COLA Percentage calculated in clause 2.2(4)(b) to determine the particular employee's COLA Payment for that *COLA year*.

Example: The COLA percentage is 3% and the employee's base wages is \$90,000.

- *\$90,000 multiplied by 3% = \$2,700.00*

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

(5) Timing of information and payments

(a) For *eligible employees* under clause 2.2(3)(b) and (d), if payable, the relevant COLA payment will be made within three months following certification or the employee providing the notice of their employment pursuant to clause 2.2(3)(d) following certification.

(b) For *eligible employees* under clause 2.2(3)(c) and (d), if payable, the relevant COLA Payment will be made within three months of the latter: the relevant *calculation date* and release of the *CPI* or the employee providing the notice of their employment pursuant to clause 2.2(3)(d).

(c) CITEC will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

2.3 No Further Claims

(1) This Agreement is in full and final settlement of all matters within it, and all Union and employee claims relating to employee rights and entitlements, for the duration of this Agreement. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.

(2) The following changes may be made to employees' rights and entitlements during the life of this Agreement:

(a) General Rulings and Statements of Policy issued by the QIRC that provide conditions that are not less favourable than current conditions;

(b) Any improvements in conditions that are determined on a whole-of-government basis; and

(c) Reclassifications.

(3) The Queensland Industrial Relations Commission State Wage Increases awarded during 2019 and thereafter will not be in addition to the wage increases provided by this Agreement.

(4) This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.

- (5) Unless inconsistent with the terms of this Agreement, the entitlements of employees covered by this Agreement as contained in awards, QIRC orders, or directives made under the PSA effective at the date this Agreement was made, shall not be reduced for the life of this Agreement.
- (6) Any increases in monetary amounts or other entitlements as a result of QIRC decisions, government policy, or directives made under the PSA will be applied.
- (7) It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant parent award.

2.4 No Loss of Show Day

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

2.5 Shift Work

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

2.6 On-Call Allowance

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

2.7 On-Call Periods

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

- (1) Weeknights:
Mon 1800 to Tues 0600
Tue 1800 to Wed 0600
Wed 1800 to Thurs 0600
Thurs 1800 to Fri 0600
- (2) Weekends:
Fri 1800 to Sat 0600
Sat 0600 to Sat 1800
Sat 1800 to Sun 0600
Sun 0600 to Sun 1800
Sun 1800 to Mon 0600
- (3) Public Holidays (to be paid at the weekend rate):
1800 on preceding day to 0600 on Public Holiday
0600 on Public Holiday to 1800 on Public Holiday
1800 on Public Holiday to 0600 on next day

2.8 Recall to Duty while On Call

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

Table 1: Recall to duty time included for partial weeks

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

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

2.9 Fatigue Leave

- (1) The on-call employee is entitled to a ten (10) hour fatigue break after completing their recall to duty and before resuming work during standard working hours under the following circumstances:
 - (a) The recall to duty from on call is two (2) hours or greater.
 - (b) The accumulated recalls to duty during a single on-call period is two (2) hours or greater.

- (2) The employee will not be disadvantaged by this break. The timesheet of the on-call employee who has taken a fatigue break will reflect that a standard day was worked. If an on-call employee eligible for a fatigue break is required to resuming work during standard working hours less than ten (10) hours after completing a recall to duty from on call, the employee may be eligible to receive overtime rates for each hour worked until the fatigue break is taken.

2.10 Continuous On-Call

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

2.11 Travel and Telephone Expenses

- (1) Where a site visit is required, if the employee uses their own and/or public transport, reimbursement shall be paid. Public transport costs will be reimbursed on presentation of tickets. Parking expenses will be reimbursed, however the employee should try CITEC's parking areas and street parking in the first instance.
- (2) To claim reimbursement for these expenses, employees must complete appropriate claim forms.
- (3) Similarly, telephone expenses incurred by the employee while recalled to duty from on call shall be reimbursed (e.g. calls made from a modem or telephone at the employee's place of residence). Records of calls must be kept and a claim submitted.

PART 3 – TRAINING

- (1) The parties to this Agreement recognise an ongoing commitment to training and development through a variety of modes including on the job training, accredited courses and professional development programs.
- (2) It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives in an environment where greater focus should be placed on strategies to attract, retain and develop employees with critical skills and abilities.
- (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 CITEC's service delivery while enhancing job satisfaction and employees' professional growth.
- (4) CITEC recognises the role performed by relief staff and commits to providing training applicable to the work areas they cover.
- (5) Training and assessment of competencies will be provided in accordance with the Public Sector Training Package or other accredited programs relevant to CITEC's needs.
- (6) The parties recognise the importance of the provision of accredited training packages for front-line service delivery positions within the Queensland public sector in ensuring the provision of quality services to the Queensland community.

PART 4 – RECOGNITION OF ACCREDITED QUALIFICATIONS

4.1 Commitment

- (1) The parties are committed to the principle that suitable financial recompense shall be provided for public sector employees in the classifications specified below who meet the following requirements:
 - (a) they hold an accredited qualification at the AQF level specified or higher achieved through training and assessment of competencies (including recognition of current competencies); and

- (b) they have reached the maximum pay point of the specified classification level in the Administration Stream or the Operational Stream; and
 - (c) they have 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).
- (2) The parties acknowledge that eligible employees should receive recognition and credit for their knowledge and skills through the recognition of current competencies or the recognition of prior learning. This assessment of competencies may include skills from:
- (a) work experience (including both work that is paid and unpaid);
 - (b) life experience (for example leisure pursuits or voluntary work); and
 - (c) previous study (including training programs at work, courses at school or college, and through adult education classes).

4.2 Appropriate Remuneration

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

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

PART 5 – EMPLOYMENT SECURITY, ORGANISATIONAL CHANGE AND RESTRUCTURING

5.1 Employment Security

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

5.2 Permanent Employment

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

5.3 Organizational Change and Restructuring

- (1) CITEC 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 contracting-out of government services contained at appendices 4 and 5 of this Agreement. Without limiting or enhancing the existing policies, CITEC 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 entities in accordance with the considerations outlined in the policies;
 - (d) 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;
 - (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) CITEC shall provide in writing to the members of the CITEC CC of its intention to implement organisational changes that may affect the employment security of employees prior to the commencement of any planned changes. This shall include all information required to be provided in accordance with the "Introduction of changes" and "Redundancy" clauses of relevant awards. CITEC is also required, where requested, to provide relevant unions with a listing of the affected staff comprising name, job title and work location.
- (4) It is acknowledged that management has a right to implement changes to ensure the effective delivery of public services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the CITEC CC (or equivalent) in a timely manner, either party may refer the matter to the Departmental Consultative Committee for resolution.
- (5) Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and alternative placement opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available. CITEC and employees will comply with all relevant directives (as amended). Where an employee refuses to participate or cooperate in these processes, the full provisions of the directive pertaining to retrenchment may be followed to the extent of their applicability.
- (6) All provisions and entitlements relating to organisational change and restructuring can be found in the directives relating to early retirement, redundancy and retrenchment and employment arrangements following workplace change (as amended) which will apply for the life of this Agreement.
- (7) CITEC must provide relevant information to the relevant union/s when it intends to apply the provisions of the directive (as amended) relating to early retirement, redundancy and retrenchment where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same time CITEC's intentions are communicated to the employee. An affected employee must be provided with notice of CITEC's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.
- (8) 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) covered by this Agreement in accordance with Queensland Government policy found in the Circular issued from time to time by the entity responsible
- (2) CITEC is to apply the following principles for employees that avail themselves of salary packaging:
 - (a) 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 CITEC;
 - (c) increases or variations in taxation are to be passed to employees as part of their salary package;
 - (d) where mandated by relevant Government policy, 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) CITEC will pass on to the employee any Input Tax Credits it receives as part of salary packaging;
 - (f) there will be no significant additional administrative workload or other ongoing costs to CITEC;
 - (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 packaging arrangements to package 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) CITEC will have a joint union/employer Consultative Committee (CC). The CC will be used to facilitate consultation on a broad range of issues. The parties are open to considering local arrangements about workplace consultation and appropriate attendees at the CITEC CC. The issues for workplace consultation may include but is not limited to discussion of matters arising from this Agreement such as:
 - (a) training (Part 3);
 - (b) employment security, organisational change and restructuring (Part 5);
 - (c) union encouragement (Part 10);
 - (d) workload management (Part 14);
 - (e) work/life balance (Part 16);
 - (f) fair career paths (Part 21).

- (g) improving gender equity (Part 22);
 - (h) labour hire;
 - (i) contractors; and
 - (j) organisational matters such as the review of, changes to, or introduction of new workforce management policies.
- (3) The CITEC CC may agree to establish standing committees, sub-committees, or other additional consultative structures with agreed terms of reference/operating principles.
 - (4) The parties agree that CITEC should report to unions on a quarterly basis the current status of employment practices within CITEC. This report should be provided on a quarterly basis at the CITEC CC. Specifically, the report should detail the following:
 - (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.

PART 8 – COLLECTIVE INDUSTRIAL RELATIONS

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

PART 9 – ILO CONVENTIONS

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

PART 10 – UNION ENCOURAGEMENT

- (1) CITEC recognises the right of individual employees to join a union and will encourage that membership. This is consistent with the Queensland Government's *Union Encouragement Policy*, that encourages employees to join and maintain financial membership of unions. However, it is also recognised that union membership remains at the discretion of individual employees.
- (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) CITEC is to provide relevant unions with complete lists of new starters (comprising of name, job title, work email, and work location (including floor level where possible), award and employment status (permanent/temporary/casual) to the workplace on a quarterly basis, unless agreed between CITEC and a relevant union to be on a more regular basis. This information is to be provided electronically.
- (6) CITEC is also required where requested to provide relevant unions with a listing of current staff comprising of name, job title, work email, and work location (including floor level where possible), award and employment status (permanent/temporary/casual). This information shall be supplied on a six monthly basis, unless agreed between CITEC and a relevant union to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined in section 350 of the IR Act. This information is to be provided electronically.

PART 11 – UNION DELEGATES

- (1) CITEC acknowledges the constructive role that democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will continue to be formally recognised, accepted and supported.
- (2) CITEC employees will continue to 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, union delegates will continue to 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 CITEC management and union 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, union 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. Such knowledge and competencies enable employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (2) Before CITEC approves such leave the union must provide the relevant human resource management delegate with information about the course content, the times at which the courses will be offered, the numbers of proposed attendees, and the types of employees at whom the course is targeted. Before approving leave, the relevant human resource management delegate must be satisfied that the proposed course is within the terms of clause 12(1) of this Agreement.
- (3) Employees may be granted up to five working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the relevant human resource management delegate.
- (4) Additional leave, over and above five 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 five working days (or the equivalent). Such leave will be subject to consultation between the relevant human resource management delegate, the relevant union and the employee.
- (5) Upon request and subject to approval by the relevant human resource management delegate, employees may be granted paid time off in special circumstances to attend Union Management Committee Meetings, Union Conferences, and the Australian Council of Trade Unions 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 CITEC. At the same time such leave shall not be unreasonably refused.

- (7) At the discretion of the relevant human resource management delegate, employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Ministerial Directive relating to special leave without salary. Conditions outlined in the Ministerial Directive that provide for the employee's return to work after unpaid leave will be met.

PART 13 – WORKPLACE INITIATIVES

13.1 Workplace Bullying, Harassment and Client Aggression

- (1) The parties recognise that workplace bullying, and harassment is a serious issue which is not acceptable and must be eliminated.
- (2) The parties recognise that client aggression is a workplace health and safety issue affecting some public sector workplaces and agree that violence and aggression by clients towards employees is not acceptable.

13.2 Climate Change

The parties acknowledge that responding to the risks of climate change is one of the most critical challenges presently facing employers and employees alike. CITEC recognises that employees play an important and necessary role in implementing any sustainability measures in the workplace and as such, a holistic approach represents the best way to achieve the government's sustainability objectives.

13.3 Balancing Work/Life and Family

- (1) CITEC recognises the increasingly complex interplay between people's work and personal lives and the challenges involved in managing work, family and lifestyle responsibilities. It is committed to helping managers and employees establish workplace practices that improve work-life balance, and has introduced a variety of initiatives on work and family.
- (2) The parties recognise that implementing work/life balance initiatives will enable CITEC to continue providing effective service delivery to the Queensland public.
- (3) CITEC is committed to improving the uptake of existing work-life balance policies across CITEC in order to realise the potential of work/life balance as a tool to improve the attraction and retention of employees and subsequently productivity.
- (4) CITEC agrees to actively educate and provide practical tools for managers and employees to implement work-life balance policies and flexible work practices for employees in order to develop an organisational culture that support work/life balance.
- (5) Workplace arrangements supported by CITEC to assist employees in balancing work, family and lifestyle responsibilities include (but are not limited to):
 - (a) leave arrangements - for example, carer's leave, study/training leave, career breaks, cultural leave, flexible access to long service leave, purchased leave;
 - (b) policies relevant to parenting and pregnancy - for example, paid/unpaid parental leave, pre-natal leave, surrogacy leave, adoption leave, spousal leave, breastfeeding facilities, lactation breaks;
 - (c) flexible working arrangements - for example, telecommuting, job sharing, flexible hours of work or RDO arrangements, transition to retirement arrangements, compressed working weeks, averaging ordinary hours; and
 - (d) additional work provisions - for example, employee services, health programs, exercise facilities, relocation assistance.

- (6) CITEC will monitor the implementation and uptake of work-life balance policies across the workforce in consultation through the CITEC CC.
- (7) The parties agree that requests by employees to access provisions contained within work/life balance policies must not be unreasonably refused.

13.4 Workload Management

- (1) CITEC is committed to working with its employees and relevant unions to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices. Therefore CITEC will ensure safe work environments are not compromised and that its responsibilities under legislation, including duty of care to all employees, are complied with.
- (2) It is recognised by CITEC that unrealistic expectations should not be placed on employees by line management to consistently perform excessive working hours whereby no opportunities arise to utilise accrued time or time off in lieu (TOIL).
- (3) CITEC is obliged to consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes. Management at the local level should undertake appropriate consultation with affected employees when implementing organisational initiatives including machinery of government changes that may have an impact on the workloads of affected employees.
- (4) CITEC acknowledges the commitment of the Queensland Government to the implementation of the workload management tool during the life of this Agreement. CITEC commits to adopting the tool, with appropriate adaptations to reflect the circumstances that exist within CITEC to ensure easier application of the tool.
- (5) In addition, the parties agree that the CITEC CC will deal with the issue of workload management. The activities of the CITEC CC in the area of workload management should include, but not be limited to, the following:
 - (a) to undertake research on local workload management issues;
 - (b) to address specific workload issues referred by staff of work units, union officials and/or management;
 - (c) to develop expedient processes for referral of workload issues to the CITEC CC;
 - (d) based on research, develop strategies to improve immediate and long term workload issues;
 - (e) to assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee;
 - (f) to consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes, and make recommendations to affected workgroups on the management of potential workload issues where appropriate; and
 - (g) to address issues associated with backfilling and absence of employees.

13.5 Domestic and Family Violence Training for Managers

- (1) The parties recognise that domestic and family violence issues can adversely impact the lives of CITEC employees including whilst at work.
- (2) Further the parties recognise the crucial role performed by managers in providing support and appropriate management strategies when working with employees effected by domestic and family violence.
- (3) To maximise the effectiveness of managerial support CITEC commits to providing managers with

training and development to build management competencies.

13.6 Mental Health Training for Managers

- (1) The parties recognise that mental health issues can adversely impact the lives of CITEC employees including whilst at work.
- (2) Further the parties recognise the crucial role performed by managers in providing support and appropriate management strategies when working with employees effected by mental health issues.
- (3) To maximise the effectiveness of managerial support CITEC commits to providing managers with training and development to build management competencies.

13.7 Digital Technologies and Mobility

- (1) The parties recognise that the nature of work will change radically over the next thirty years as a consequence of advancements in digital technology, artificial intelligence and robotics.
- (2) The parties recognise that the nature and timing of these changes cannot be accurately forecast at this stage.
- (3) The parties recognise that adopting and adapting new technologies can provide better jobs, create employee mobility, and better services to the community.
- (4) CITEC recognises that engaging with employees and unions about possible future of work within CITEC will provide workers a better opportunity to influence and improve how such technologies are adopted and adapted. It is recognised that consultative forums can also consider opportunities proposed by unions for adoption or adaption of current technologies.
- (5) The parties agree that this consultation on the future of work does not fall within the specific industrial requirements for consultation on organisational change until a specific proposal is developed by CITEC for introduction.
- (6) The parties agree that the nature of job design and structure is likely to be impacted by the introduction of new technologies and should be considered as part of the consideration of any proposals.
- (7) The parties recognise the importance of employment security for employees is a vital pre-condition of consideration and consultation around the introduction of digital technology, artificial intelligence and robotics.

PART 14 – CULTURAL LEAVE

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

PART 15 – PREVENTION AND SETTLEMENT OF DISPUTES

- (1) The objective of this procedure is 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.
- (3) 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.
- (4) There is a requirement for CITEC management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (5) 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 clause 20(d)(i) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
 - (iii) if the matter remains unresolved it may be referred by the employee and/or their union representative to the Executive Director, Enabling Services and/or the Executive Director, Integration and Enabling Technologies for discussion and appropriate action. This process should not exceed 14 days;
 - (iv) if the matter is not resolved then it may be referred by either party to the QIRC for conciliation or, if necessary, arbitration.
- (6) Nothing contained in this procedure shall prevent unions or the Queensland Government from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.
- (7) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

PART 15 – HOURS OF WORK

15.1 Spread of Hours

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

15.2 Spread of Hours – Brisbane Central Business District

- (1) These provisions shall apply only to employees engaged under the Public Service Award where the employee's place of work, at daily commencing and finishing times, is within the Australian Bureau of Statistics Statistical Local Areas of "City – Remainder" and "City – Inner" within the Statistical Subdivision of "0501 – Inner Brisbane".
- (2) In recognition of the problems associated with increased traffic congestion into the Central Business District of Brisbane, the parties agree to a wider ordinary spread of hours of 6.00am to 7.00pm for full-time and part-time employees only.
- (3) The purpose of such an arrangement is to allow employees and supervisors to mutually agree to changes

to existing commencing and finishing times in order that the employees can commence and/or finish their working hours outside the recognised peak times of 7.00am to 9.00am and 4.00pm to 6.00pm.

- (4) For the purposes of application of the Ministerial Directive relating to Excess Travel Time, which only applies to employees subject to the Public Service Award, the ordinary spread of hours for the purposes of Part C (Excess Travel Time) shall be 6.00am to 7.00pm.
- (5) The parties affirm that the capacity for an individual employee to have an ordinary spread of hours of 6.00am to 7.00pm by mutual agreement under these provisions will not be used as the rationale to alter customer service delivery arrangements of CITEC affected by these provisions.
- (6) All other conditions contained in Awards and Ministerial Directives (as amended) relating to overtime, meal breaks and meal allowances shall continue to apply.

15.3 Hours of Work

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

15.4 Accrued Time Arrangements

Accrued Time in conjunction with the 36.25 hour week, operates as per the following guidelines:

- (1) Managers, supervisors, and staff are all responsible and accountable for their unit's 36.25 hour week and accrued time arrangements meeting CITEC's business needs. The main consideration in any decisions on accrued time arrangements must be that CITEC's clients' needs and business requirements are met.
- (2) The standard day is 7 hours 15 minutes.
- (3) All work areas should be staffed from 8.00am to 5.30pm as a minimum.
- (4) Each Unit Manager may determine the earliest and latest commencement times for their unit, taking into consideration the operational requirements of their particular work area.
- (5) Lunch break to be taken between the fourth and sixth hours (30 minutes minimum - 2 hours maximum).
- (6) Maximum leave that may be taken from accumulated leave credits is 36.25 hours (i.e. five (5) full days accumulated time) per 28 day accumulated time cycle.
- (7) For 2 hours or more accrued time leave, the minimum notification will be one (1) full day prior to the proposed leave date.

- (8) Accrued time carryover reflects business/client requirements. Maximum of 36.25 hours and minimum of zero at end of accumulated time cycle. There is to be no negative balance at the end of each settlement period.

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

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

15.5 Management of Annual Leave

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

PART 16 – CONSULTATION ON SIGNIFICANT ISSUES

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

PART 17 – FAIR CAREER PATHS

- (1) The parties are committed to providing reasonable career opportunities to public sector workers. The parties are committed to provide consistent and transparent classifications across the public sector.
- (2) CITEC, in consultation with the CITEC CC, will ensure that it has a review process in place to allow aggrieved employees the opportunity to raise concerns about the work value assessment (utilising the job evaluation management system (JEMS) or other approved methodology) of their position within six months of the date of certification of this Agreement. These processes will provide the opportunity for consultation with the relevant union and may include a union representative as part of the process.
- (3) Design Principles relating to the JEMS review process were approved by the Central Peak Consultative Committee in 2004 under the auspices of the *State Government Departments Certified Agreement 2003*. These agreed Design Principles were developed and approved for discretionary use by entities when finalising the review process referred to above.

PART 18: IMPROVING GENDER EQUITY

- (1) The parties acknowledge the benefits of flexibility in the workplace and CITEC is committed to supporting flexibility and gender equity in accordance with its legislative obligations.

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

PART 19 – EQUAL EMPLOYMENT OPPORTUNITY

- (1) The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practices, that encourage equality of employment and development opportunities, continue and are promoted, during the life of this Agreement. This will include:
 - (a) reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
 - (b) the inclusion of statements during recruitment that the department is an equal opportunity employer;
 - (c) ensuring selection of applicants for vacant positions is conducted in accordance with the law;
 - (d) giving appropriate and meaningful consideration of workplace flexibility or adjustment requests;
 - (e) ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the *Anti-Discrimination Act 1991*.
- (2) CITEC is committed to equal remuneration for work of equal or comparable value.

APPENDIX 1 – SALARY SCHEDULES

A1.1 Administrative Officer Stream - Fortnightly Rates

Classification Level	Paypoint	Column A	Column B
		1/07/2023 to 30/06/2024	1/07/2024 to 30/06/2025
AO1	1	\$1,769.60	\$1,822.70
	2	\$1,866.90	\$1,923.00
	3	\$1,963.90	\$2,022.80
AO2	1	\$2,184.30	\$2,249.80
	2	\$2,234.80	\$2,301.80
	3	\$2,286.60	\$2,355.20
	4	\$2,338.70	\$2,408.90
	5	\$2,392.10	\$2,463.80
	6	\$2,448.20	\$2,521.60
	7	\$2,511.40	\$2,586.70
	8	\$2,580.90	\$2,658.30
AO3	1	\$2,758.60	\$2,841.40
	2	\$2,864.80	\$2,950.80
	3	\$2,970.90	\$3,060.10
	4	\$3,076.00	\$3,168.20
AO4	1	\$3,261.70	\$3,359.50
	2	\$3,369.50	\$3,470.60
	3	\$3,477.80	\$3,582.10
	4	\$3,586.70	\$3,694.30
AO5	1	\$3,780.00	\$3,893.40
	2	\$3,889.50	\$4,006.20
	3	\$3,998.90	\$4,118.90
	4	\$4,108.50	\$4,231.70
AO6	1	\$4,336.80	\$4,466.90
	2	\$4,438.30	\$4,571.50
	3	\$4,539.60	\$4,675.80
	4	\$4,640.10	\$4,779.30
AO7	1	\$4,852.90	\$4,998.50
	2	\$4,970.00	\$5,119.10
	3	\$5,086.90	\$5,239.50
	4	\$5,203.60	\$5,359.70
AO8	1	\$5,376.50	\$5,537.80
	2	\$5,480.70	\$5,645.10
	3	\$5,583.00	\$5,750.50
	4	\$5,686.60	\$5,857.20

A1.2 Professional Officer Stream - Fortnightly Rates

Classification Level	Paypoint	Column A	Column B
		1/07/2023 to 30/06/2024	1/07/2024 to 30/06/2025
PO1	1	\$1,807.80	\$1,862.00
	2	\$1,960.90	\$2,019.80
	3	\$2,114.20	\$2,177.60
PO1 Age 21	4	\$2,267.60	\$2,335.60
PO1	5	\$2,353.30	\$2,423.90
	6	\$2,442.70	\$2,516.00
	7	\$2,549.30	\$2,625.80
PO2	1	\$2,755.30	\$2,837.90
	2	\$2,910.00	\$2,997.30
	3	\$3,064.20	\$3,156.10
	4	\$3,218.70	\$3,315.30
	5	\$3,373.60	\$3,474.80
	6	\$3,527.00	\$3,632.80
PO3	1	\$3,704.60	\$3,815.70
	2	\$3,818.30	\$3,932.80
	3	\$3,931.80	\$4,049.80
	4	\$4,045.70	\$4,167.10
PO4	1	\$4,307.10	\$4,436.40
	2	\$4,418.20	\$4,550.80
	3	\$4,528.90	\$4,664.70
	4	\$4,640.10	\$4,779.30
PO5	1	\$4,852.90	\$4,998.50
	2	\$4,970.00	\$5,119.10
	3	\$5,086.90	\$5,239.50
	4	\$5,203.60	\$5,359.70
PO6	1	\$5,376.50	\$5,537.80
	2	\$5,480.70	\$5,645.10
	3	\$5,583.00	\$5,750.50
	4	\$5,686.60	\$5,857.20

APPENDIX 2 – AUSTRALIAN QUALIFICATIONS FRAMEWORK

A2.1 What is the Australian Qualifications Framework (AQF)?

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

AQF Qualifications	Referred to in this agreement as:
<ul style="list-style-type: none"> • Senior Secondary Certificate of Education • Certificate I • Certificate II • Certificate III • Certificate IV • Diploma • Advanced Diploma • Associate Degree • Bachelor Degree • Bachelor Honours Degree • Graduate Certificate • Graduate Diploma • Masters Degree (Research) • Masters Degree (Coursework) • Masters Degree (Extended) • Doctoral Degree 	<ol style="list-style-type: none"> 1. AQF I 2. AQF II 3. AQF III 4. AQF IV 5. AQF V 6. AQF VI

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

A2.1 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.

A3.1 What are the key objectives of the AQF?

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

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

APPENDIX 3 – SHIFT ARRANGEMENTS FOR COMPUTER OPERATORS

A3.1 Application

- (1) This Appendix applies to CITEC Computer Operators participating in shift arrangements contained in clause A3.3 of this Appendix.
- (2) The provisions of this agreement apply to part-time employees on a *pro-rata* basis.

A3.2 Definitions

- (1) **Day shift** means a shift that commences at 6:30am and ends at 6:50pm. Day shifts include:
 - (a) a 60 minute meal break which does not count as working time
 - (b) a morning and afternoon tea break of 20 minutes which counts as working time.

This definition is subject to clause A3.3(2)(e) of (Appendix 3).
- (2) **Night shift** means a shift that commences at 6:40pm and ends at 6:40am. Night shifts include 60 minutes of working time that shall be allowed for a crib meal break.

This definition is subject to clause A3.3(2)(e) of Appendix 3.
- (3) **Overtime day shift** means a day shift that has been designated as an overtime shift on the employee's roster.
- (4) **Standard day** means 7.25 hours being one-fifth of the total ordinary weekly hours of CITEC full-time employees under the Agreement.

A3.3 Shift Arrangements

- (1) Rostered Shifts

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

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

- (2) Development of rosters
 - (a) Employees are encouraged to provide input into the development of rosters, however acknowledge that there is no requirement for consultation in the rostering of overtime day shifts.
 - (b) Overtime day shifts will be indicated as such on the roster and will be the same designated shifts for each employee for each roster.
 - (c) Employees shall not be rostered to work more than five (5) consecutive shifts during which period all reasonable efforts will be made to ensure that employees are not required to work more than 3 consecutive night shifts.
 - (d) A framework for rosters is set out as an addendum to this appendix and is constructed so that, under normal circumstances, employees are not rostered for more than two (2) consecutive night shifts.

- (e) The start and end times of shifts may be varied if 75% of the workgroup working under these arrangements agrees to the change. Workload and work scheduling will be taken into account when considering any changes to start and end times of shifts.
- (3) Changes to rosters

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

A3.4 Payment

- (1) Shift allowance

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

- (2) Weekend penalty rates

- (a) Subject to clause A3.4(4), time worked between midnight Friday and midnight Saturday will be paid at one and one-half times the ordinary rate.

- (b) Subject to clause A3.4(4), time worked between midnight Saturday and midnight Sunday will be paid at double the ordinary rate.

- (3) Overtime

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

- (4) Public Holidays

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

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

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

A3.5 Leave

- (1) General conditions

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

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

- (2) Sick leave

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

- (b) Subject to clause A3.5(2)(c) sick leave taken will be deducted from the existing balance on an hourly basis reflecting the number of hours the employee was rostered to work.
 - (c) Where an employee takes sick leave for all or part of an overtime day shift, no deduction will be made from the employee's sick leave balance and the employee will only be paid overtime for the hours actually worked.
- (3) Recreation Leave
- (a) Recreation leave shall accrue at the rate of 25 standard days per year.
 - (b) Recreation leave taken will be deducted from the existing balance on an hourly basis to reflect the projected roster of the employee, provided that no deduction is made or for projected overtime day shifts.
- (4) Other leave

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

Addendum: Sample Roster

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

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

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

APPENDIX 4 – EMPLOYMENT SECURITY POLICY

A4.1 Introduction

- (1) The Queensland Government has restored this employment security policy for government agencies as part of its commitment to restoring fairness for its workforce.
- (2) The Government is committed to maximum employment security¹ for permanent government employees (as outlined in clause A4.2 - *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.
- (3) 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.
- (4) 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.

A4.2 Application

- (1) 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 PSA).
- (2) 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.

A4.3 Authority

This policy was approved by Cabinet on 6 July 2020.

A4.4 Policy

- (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. Labour hire engagements should only be used in limited circumstances where direct employment is not viable 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.

- (2) Organisational change and restructuring
 - (a) 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.

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.

- (b) Cabinet approval is required for all major organisational change and restructuring in agencies:
 - (i) 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.
 - (ii) 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.
 - (c) 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.
 - (d) 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).
- (3) Employees affected by organisational change
- (a) The government undertakes that tenured government employees will not be forced into unemployment as a result of organisational change, other than in exceptional circumstances.
 - (b) 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.
 - (c) 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) Consultation

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

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

A5.1 Application

- (1) The Queensland Government recognises that government agencies are the key instruments for delivering or implementing the policies of the government.
- (2) 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.
- (3) In this regard, the government has restored the following policy on contracting-out of services as part of its commitment to restoring fairness for the government workforce. This policy applies to all Queensland Government agencies (including departments, public service offices, statutory authorities, and other government entities as defined under the PSA) 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.
- (4) 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.
- (5) 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.
- (6) 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.

A5.2 Authority

This policy was released on 16 January 2016.

A5.3 Policy

- (1) Services currently provided in-house (i.e. by a government agency)
 - (a) 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:
 - (i) actual shortages exist in appropriately skilled in-house staff;
 - (ii) there is a lack of available infrastructure capital or funds to meet the cost of providing new technology; or
 - (iii) it can clearly be demonstrated that it is in the public interest that services should be contracted-out.
 - (b) 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:
 - (i) why the service cannot continue to be delivered by government agencies;
 - (ii) the impact on the government workforce;

- (iii) how the proposed initiative will improve government service delivery; • any social and/or economic impact on the Queensland community;
 - (iv) the impact on regional and rural communities, where relevant, particularly in regard to maintenance of public employment in regional and rural Queensland;
 - (v) the impact on future competitive tendering in a market where the government will have no capacity to bid;
 - (vi) communication and consultation strategies, including managing the impact on the tenured government workforce, and workforce transition plans for deployment, redeployment and retraining; and
 - (vii) the cost implications for government.
- (c) 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.
- (d) 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:
- (i) ensure that effort is directed towards assisting employees to take up employment with the contractor; and/or
 - (ii) ensure that employees are given the maximum opportunity to accept deployment and redeployment.
- (2) Services currently contracted-out
- (a) 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.
 - (b) 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.
 - (c) 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.
 - (d) 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) New services
- (a) 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.
 - (b) Cabinet submissions proposing contracting-out of new services should detail:
 - (i) any social and/or economic impact on the Queensland community;

- (ii) the impact on regional and rural communities;
 - (iii) the impact on future competitive tendering in a market where the government will have no capacity to bid;
 - (iv) why the service needs to be delivered by a non-government service provider; and
 - (v) the cost implications for government.
- (4) Services in replacement facilities
- (a) 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.
 - (b) 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.
 - (c) 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.
 - (d) Cabinet submissions proposing contracting-out of replacement services should detail:
 - (i) the impact on the government workforce;
 - (ii) how the proposed initiative will result in improvements to government service delivery;
 - (iii) any social and/or economic impact on the Queensland community;
 - (iv) the impact on regional and rural communities, where relevant, particularly in regard to maintenance of public employment in regional and rural Queensland;
 - (v) the impact on future competitive tendering in a market where the government will have no capacity to bid, if relevant; and
 - (vi) the cost implications for government.

(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);
- (b) 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;
- (c) 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;
- (d) 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

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

SIGNATORIES

Signed by the Director-General of the Department of Transport and Main Roads:

Sally Stannard
Signature

Sally Stannard
Print Name

Date: 21/12/23

In the presence of:

Signature Ann Roofayel

Ann Roofayel JP (Qual)
Print Name

Date: 21/12/2023

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

Alex Scott
Signature

Alex Scott
Print Name

Date: 22/12/2023

In the presence of:

Nicole Hipkin
Signature

Nicole Hipkin
Print Name

Date: 20/12/2023

Signed for and on behalf of The Association of Professional Engineers, Scientists and Managers Australia,
Queensland Branch, Union of Employees:

Sean Kelly
Signature

Sean Kelly
Print Name

Date: 04/01/2024

In the presence of:

Charlotte Foulty
Signature

Charlotte Foulty
Print Name

Date: 04/01/2024