

# QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

State of Queensland (Department of Customer Services, Open Data and Small and Family Business)

AND

Together Queensland, Industrial Union of Employees

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

*(Matter No. CB/2026/5)*

## **DEPARTMENT OF CUSTOMER SERVICES, OPEN DATA AND SMALL AND FAMILY BUSINESS CERTIFIED AGREEMENT 2025**

### **Certificate of Approval**

On 11 February 2026, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016* (Qld):

**Name of Agreement:** **DEPARTMENT OF CUSTOMER SERVICES, OPEN DATA AND  
SMALL AND FAMILY BUSINESS CERTIFIED AGREEMENT 2025**

**Parties to the Agreement:**

- State of Queensland (Department of Customer Services, Open Data and Small and Family Business)
- Together Queensland, Industrial Union of Employees
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA)

**Operative Date:** 11 February 2026

**Nominal Expiry Date:** 30 June 2026

**Previous Agreement:** CITEC Certified Agreement 2023

**Termination Date of Previous  
Agreement:** 11 February 2026

By the Commission

J.M. POWER  
Industrial Commissioner

11 February 2026

## QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 2016*

State of Queensland (Department of Customer Services, Open Data and Small and Family Business)

AND

Together Queensland, Industrial Union of Employees

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

(No. CB/2026/5)

**DEPARTMENT OF CUSTOMER SERVICES, OPEN DATA AND SMALL AND FAMILY BUSINESS  
CERTIFIED AGREEMENT 2025****TABLE OF CONTENTS**

PART 1: APPLICATION AND OPERATION.....	4
1.1 Title .....	4
1.2 Parties bound .....	4
1.3 Operation.....	4
1.4 Posting of agreement .....	4
1.5 Relationship to awards and industrial instruments .....	4
1.6 Objectives of this agreement .....	5
1.7 Equity considerations .....	5
1.8 Equal remuneration .....	5
1.9 Definitions and abbreviations.....	6
PART 2: WAGES, ALLOWANCES AND OTHER CONDITIONS .....	6
2.1 Wage increase.....	6
2.2 No loss of show day .....	7
2.3 Annual leave loading payment.....	8
2.4 Aggregated hours .....	8
2.5 Extra leave for proportionate salary (purchased leave) .....	8
2.6 Averaging of ordinary hours of work .....	8
2.7 Locality allowances.....	8
2.8 Hours of work.....	9
2.9 Hours of work commitments .....	9
2.10 On call arrangements (other than CITEC).....	10
2.11 CITEC on call arrangements .....	10
2.12 No further claims.....	12
PART 3: TRAINING AND DEVELOPMENT.....	13
PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS.....	13
4.1 Commitment.....	13
4.2 Appropriate remuneration .....	14

PART 5: HEALTH AND WELLBEING.....	14
PART 6: CULTURAL AWARENESS AND LEAVE.....	14
PART 7: PAID PARENTAL LEAVE .....	15
PART 8: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT.....	15
8.1    Employment security.....	15
8.2    Permanent employment.....	15
8.3    Temporary employment.....	15
8.4    Organisational change and restructuring .....	16
PART 9: SALARY PACKAGING .....	17
PART 10: CONSULTATIVE COMMITTEES.....	18
PART 11: COLLECTIVE INDUSTRIAL RELATIONS.....	18
PART 12: ILO CONVENTIONS.....	19
PART 13: UNION ENCOURAGEMENT .....	19
PART 14: UNION DELEGATES .....	19
PART 15: INDUSTRIAL RELATIONS EDUCATION LEAVE .....	20
PART 16: PREVENTION AND SETTLEMENT OF DISPUTES .....	21
PART 17: WORKLOAD MANAGEMENT.....	21
PART 18: FAIR CAREER PATHS .....	22
18.1    General provisions.....	22
18.2    Improving internal career paths .....	22
PART 19: POSITIVE PERFORMANCE MANAGEMENT .....	22
PART 20: IMPROVING GENDER EQUITY .....	23
PART 21: WORK/LIFE BALANCE .....	23
PART 22: INTRODUCTION OF TECHNOLOGY/FUTURE OF WORK.....	24
PART 23: WORKPLACE BULLYING .....	24
PART 24: SUPPORT FOR WORKERS WITH MENTAL ILLNESS .....	24
PART 25: CLIENT AGGRESSION.....	24
PART 26: FIRE WARDENS AND WHS REPRESENTATIVES .....	25
PART 27: RURAL AND REMOTE.....	25
PART 28: RURAL AND REMOTE AREA INCENTIVE SCHEME .....	25
28.1    Application .....	25
28.2    Scheme .....	25
PART 29: CUSTOMER SERVICE CENTRES .....	26
29.1    Recognition, performance and capability payment .....	26
29.2    Customer service centre relieving arrangements.....	27
PART 30: SPREAD OF HOURS .....	27
30.1    Brisbane Central Business District.....	27
30.2    CITEC .....	28
PART 31: PSYCHOSOCIAL HAZARDS .....	28
APPENDIX 1: SALARY SCHEDULES .....	31
APPENDIX 2: LOCALITY ALLOWANCE AREAS .....	35
APPENDIX 3: AUSTRALIAN QUALIFICATIONS FRAMEWORK.....	36

APPENDIX 4: EMPLOYMENT SECURITY POLICY .....	37
APPENDIX 5: QUEENSLAND GOVERNMENT POLICY ON THE CONTRACTING-OUT OF SERVICES	38
APPENDIX 6: QUEENSLAND GOVERNMENT COMMITMENT TO UNION ENCOURAGEMENT .....	42

## PART 1: APPLICATION AND OPERATION

### 1.1 Title

This Agreement will be known as the *Department of Customer Services, Open Data and Small and Family Business Certified Agreement 2025* (CDSB EB1).

### 1.2 Parties bound

- (1) This Agreement is binding upon:
  - (a) State of Queensland (Department of Customer Services, Open Data and Small and Family Business)
  - (b) An employee of the State of Queensland, for whom rates of pay and conditions of employment are provided for in this Agreement, and who is employed in:
    - (i) the entity known as Department of Customer Services, Open Data and Small and Family Business (CDSB)
    - (ii) the business unit known as CITEC
    - (iii) the business unit known as Queensland Shared Services
    - (iv) the business unit known as Smart Service Queensland
    - (v) the business unit known as Corporate Administration Agency
  - (c) Together Queensland, Industrial Union of Employees and the Association of Professional Engineers, Scientists and Managers of Australia, Queensland Branch, Union of Employees.

### 1.3 Operation

- (1) This Agreement operates from date of certification and has a nominal expiry date of 30 June 2026.
- (2) For the purposes of section 228(3)(a) of the *Industrial Relations Act 2016*, this Agreement shall be terminated upon the certification of a replacement agreement or the making of a replacement arbitration determination in relation to the employees covered by this Agreement, unless otherwise agreed by the parties.

### 1.4 Posting of agreement

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

### 1.5 Relationship to awards and industrial instruments

- (1) This Agreement replaces the *CITEC Certified Agreement 2023* insofar as it has application to employees bound by this Agreement.
- (2) The parties agree to terminate the *CITEC Certified Agreement 2023* following certification of this Agreement.
- (3) This Agreement is to be read in conjunction with the *Queensland Public Service Officers and Other Employees Award – State 2015* as amended or replaced from time to time. The provisions of this award, as amended from time to time shall apply, provided that any amendment which would result in a diminution

of an employees' entitlements and/or conditions that existed at the commencement of this Agreement shall not apply. In the event of any inconsistency with this award, the terms of this Agreement will take precedence.

#### **1.6 Objectives of this agreement**

- (1) The public sector is a major employer in the State and provides a service that affects the daily lives of all Queenslanders. The parties are committed to ensuring CDSB remains an effective organisation delivering quality services to Queenslanders to support the Government's priorities and obligations to the community.
- (2) CDSB will strive for improvements in service delivery, improved efficiency and effectiveness of its operations and activities.

#### **1.7 Equity considerations**

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

#### **1.8 Equal remuneration**

- (1) CDSB is committed to taking proactive measures to achieve gender pay equity, where all employees receive equal remuneration for work of equal or comparable value.
- (2) CDSB has implemented, will implement, or is implementing equal remuneration for work of equal or comparable value in relation to the employees covered by this Agreement as follows:
  - (a) where applicable, utilising the Queensland public sector job evaluation management system (JEMS) for determining the work value and applicable classification level and/or remuneration;
  - (b) providing remuneration based on transparent classification levels related to skills required to perform the role, so that a female employee doing the same work as a male employee will receive equal remuneration (see Appendix 1 of this Agreement for the classification structure and associated salaries);
  - (c) applying the provisions of the relevant industrial instrument and Directives regarding increment appointment and progression within a classification level, and ensuring any discretionary provisions are utilised in a fair and equitable manner irrespective of gender;
  - (d) creating a culture that promotes gender pay equity, including equal access to training and development, promotional opportunities, and flexible working arrangements;
  - (e) a commitment to improving gender equity and consultation on matters concerning gender equity in the workplace (see Part 20 of this Agreement);
  - (f) where applicable, the progression of equity, diversity, respect and inclusion in employment matters in accordance with Chapter 2 of the *Public Sector Act 2022*, including actively progressing gender pay equity measures and conducting equity and diversity audits; and
  - (g) nothing in this clause limits or prevents the use of any existing discretionary powers to achieve equal remuneration.

## 1.9 Definitions and abbreviations

**ACC** means agency consultative committee.

**CC** means consultative committee.

**CSC** means Customer Service Centres within CDSB.

**CDSB** means the Department of Customer Services, Open Data and Small and Family Business.

**Employee** means an employee covered by this Agreement.

**Employer** means the State of Queensland as represented by the Chief Executive (or relevant delegate) of CDSB.

**PSTP** means Public Sector Training Package.

**QGAP** means Queensland Government Agent Program.

## PART 2: WAGES, ALLOWANCES AND OTHER CONDITIONS

### 2.1 Wage increase

- (1) This Agreement provides for an increase of 3% effective from 1 July 2025 and paid on the *applicable rate* at 30 June 2025.
- (2) In addition, where the *Brisbane CPI figure* exceeds the wage increase provided at clause 2.1(1) during the *CUA period*, a CPI Uplift Adjustment ('CUA') will be triggered as outlined below.
  - (a) For the *CUA period*:
    - (i) a *CUA is triggered* when the March 2026 *Brisbane CPI figure* exceeds the 3% wage increase at clause 2.1(1);
    - (ii) the amount of the CUA triggered will be equivalent to the percentage difference between the March 2026 *Brisbane CPI figure* and the 3% wage increase, to a cap of 0.5%.
  - (3) To be eligible for the above wage increase, it is a requirement that:
    - (a) A person must be employed under this Agreement on or after certification to be entitled to any wage increase under 2.1(1) and 2.1(2) above; and
    - (b) If a *CUA is triggered*, a *current employee* will be eligible for the CUA provided the employee was employed under this Agreement during the *CUA period*.
    - (c) Despite clause 2.1(3)(b), a person who is not a *current employee* will become eligible for the CUA only when they provide the relevant information as required by the payroll provider to [HRAssist@cdsb.qld.gov.au](mailto:HRAssist@cdsb.qld.gov.au) confirming that where the *CUA is triggered* pursuant to 2.1(2)(a), the person was employed under this Agreement during the *CUA period*.
  - (4) The *CUA entitlement crystallises*, and therefore is payable where:
    - (a) The *CUA is triggered* for the *CUA period*; and
      - (i) The employee eligibility requirements at clause 2.1(3)(a)-(b) are met; or
      - (ii) The relevant information set out in clause 2.1(3)(c) is provided.

- (5) Where the *CUA entitlement crystallises* for the *CUA period* payment will apply as if it had formed part of the increase at clause 2.1(1).
- (6) Payment will be made no later than the pay period that is three months after the *CUA entitlement crystallises*.
- (7) Where an employee receives the award rate of pay at any time during the *CUA period*, this is taken to be absorbed such that any award payment within that period is taken to form part of the CUA.
- (8) The salary schedules at Appendix 1 of this Agreement reflect the wage increase provided for at clause 2.1(1).
- (9) The salary schedule rates will be increased where the *CUA entitlement crystallises*.
- (10) Any allowances and/or other financial elements that increase pursuant to clause 2.1(1), will also increase in accordance with the CUA if the *CUA entitlement crystallises*.
- (11) Where the *CUA entitlement crystallises* in the Agreement year, CDSB will publish updated rates reflecting this on a public facing website.
- (12) Definitions for clause 2.1:
  - (a) **Applicable rate** means the higher of the final rate under the *Transport and Main Roads Certified Agreement 2022* or the relevant parent award rate at the nominal expiry date of the *Transport and Main Roads Certified Agreement 2022*.
  - (b) **Brisbane CPI figure** means the relevant through the year March CPI outcome (All Groups Brisbane) as published by the Australian Bureau of Statistics.
  - (c) **CUA is triggered** means when, for the *CUA period*, the March 2026 *Brisbane CPI figure* published by the ABS exceeds the wage increase of 3%.
  - (d) **CUA entitlement crystallises** means that the *CUA is triggered* for the *CUA period* in accordance with clause 2.1(2); and
    - (i) the employee eligibility requirements outlined in clause 2.1(3)(a)-(b) are met; or
    - (ii) the information provided in the exceptions at clause 2.1(3)(c) is provided.
  - (e) **CUA period** means the period on or after certification of this Agreement and between 1 July 2025 to 30 June 2026.
  - (f) **Current employee** means a person employed under this Agreement on or after certification who continues to be employed under this Agreement at the date the *CUA entitlement crystallises*. In the case of a current casual employee, they must also have performed work under the agreement within the 12-week payroll period immediately prior to the date the *CUA entitlement crystallises*.

## 2.2 No loss of show day

- (1) Where an employee is required to perform work duties (including training) at an alternative location to the place where the employee is based for work purposes 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 entities or locations over a calendar year or not, is only entitled to leave on full pay for a show holiday once each calendar year.

### **2.3 Annual leave loading payment**

- (1) Payment of annual leave loading will be consolidated and paid to all employees during December of each year.
- (2) Notwithstanding clause 2.3(1), CDSB has the discretion to determine whether they wish to apply this clause to non-continuous and/or continuous shift-workers.

### **2.4 Aggregated hours**

- (1) Where agreed between the employer and employee, and subject to policy requirements, an employee may work varied weekly hours provided that at the end of an agreed work cycle of 3 months or more the employee has worked the total ordinary hours for the work cycle.
- (2) This provision is designed to cater mainly for seasonal work or work units which have discernible peaks and troughs in workloads at different times of the year.
- (3) Overtime arrangements/penalty rates apply to work in excess of the agreed hours of duty.
- (4) This provision may be implemented by agreement between management and the majority of employees affected in the workplace.

### **2.5 Extra leave for proportionate salary (purchased leave)**

Where agreed between the employer and employee, and subject to policy requirements, employees can agree to work reduced months in a year and receive a proportionate salary over a full twelve-month period, where this arrangement meets the operational needs of an entity.

### **2.6 Averaging of ordinary hours of work**

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

### **2.7 Locality allowances**

- (1) Locality allowances are payable to eligible employees in accordance with the directive relating to locality allowances (as amended).
- (2) The rates prescribed by the Ministerial Directive 19/99: *Locality Allowances* are increased by 5.5% from 1 January 1997 for all centres other than those in coastal local government areas as at that date and listed in Appendix 2 of this Agreement.

## 2.8 Hours of work

- (1) CDSB, through consultation with the relevant Consultative Committee (CC), has the ability to agree to hours of work arrangements at the local level in accordance with award provisions.
- (2) CDSB shall provide access to and consult about hours of work arrangements consistent with award obligations.
- (3) Preparation for starting and finishing work including personal clean-up will be in the employee's time. Activities required by the employer for the readiness to commence the performance of duties are to be treated as part of paid ordinary hours. If required, such activities will be agreed between the employer and the relevant CC.
- (4) CDSB, in consultation with the relevant union/s through the relevant CC, will review their hours of work policy during the life of this Agreement.
- (5) Employers and employees have a joint responsibility to manage accrued time and time off in lieu (TOIL) balances, including access to these balances with the intention of avoiding the forfeiture of time. Employers are to ensure employees are proactively provided with access to the time, and employees are to avail themselves to take the time.
- (6) CDSB is required to provide relevant union/s with a list of the number of accrued time hours forfeited (consisting of the work unit and accrued hours forfeited) on a six-monthly basis, unless agreed between CDSB and union to be on a more regular basis or where requested by union/s. This information is to be provided electronically.
- (7) Matters about the impingement of work activities on employees outside of their ordinary hours may be raised through relevant CCs.

## 2.9 Hours of work commitments

- (1) The parties are committed to work together during the life of this Agreement to construct a framework relating to the introduction of changes to the existing spread of ordinary hours and/or introduce new hours of work arrangements in customer service centres. Any agreed framework will form part of the parties' consideration during negotiations for any replacement agreement.
- (2) The parties are committed to work together during the life of this Agreement to implement, through the award facilitative provisions, shift work arrangements and/or changes to existing spread of ordinary hours that can be activated for time-limited specific situations.
  - (a) Elements of the agreement may incorporate, but are not limited to, the following:
    - The types of events that are in scope for the introduction of shift work or changes to ordinary hours (e.g. surge periods during disaster events).
    - Notification timeframes (e.g. as soon as practicable of when changes are required to take place).
    - Entitlements (e.g. ensuring clear entitlements for moving between shiftwork and daywork).
    - Union engagement principles (e.g. when will CDSB engage and on what).
    - Rostering principles (e.g. prioritising expressions of interest, minimising impacts of moving between shiftwork and daywork, etc).

## 2.10 On call arrangements (other than CITEC)

- (1) Subject to clause 2.12(7) of this Agreement, where the *Queensland Public Service Officers and Other Employees Award – State 2015* on call rate is utilised for the purposes of determining the on call rate payable, the relevant rate is the PO3.4 rate specified at Appendix 1 for the relevant year.
- (2) CDSB will develop entity specific guidelines for on call arrangements in consultation with the relevant union/s through the relevant CC where on call rosters have been implemented or will be implemented to ensure appropriate arrangements and correct application of entitlements based on the underpinning industrial instruments.

## 2.11 CITEC on call arrangements

### 2.11.1 Application

- (1) The provisions of clause 2.11 apply to employees engaged in the business unit known as CITEC.
- (2) The parties will review the provisions of clause 2.11 and, subject to approval of the chief executive of CDSB, the parties may agree to apply the provisions to other cohorts of employees in CDSB in lieu of clause 2.10.

### 2.11.2 On call allowance

- (1) The on call allowance is payable for a week, weekend or individual on call period as defined in clause 2.11.3 below. An officer must be on call for the entire twelve (12) hour period to receive an on call allowance.
- (2) Subject to clause 2.12(7) of this Agreement, 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.

### 2.11.3 On call periods

- (1) On call periods for which an officer is eligible to receive the on call allowance are:
  - (a) Weeknights:
    - Mon 1800 to Tues 0600
    - Tue 1800 to Wed 0600
    - Wed 1800 to Thurs 0600
    - Thurs 1800 to Fri 0600
  - (b) Weekends:
    - Fri 1800 to Sat 0600
    - Sat 0600 to Sat 1800
    - Sat 1800 to Sun 0600
    - Sun 0600 to Sun 1800
    - Sun 1800 to Mon 0600
  - (c) Public Holidays (to be paid at the weekend rate):

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

#### 2.11.4 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 *Queensland Public Service Officers and Other Employees Award – State 2015* subject to relevant cut off limits (in terms of classification levels eligible to be paid overtime).
- (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.

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 Tues 0600 • Tue 1800 to Wed 0600 • Wed 1800 to Thurs 0600 • Thurs 1800 to Fri 0600	Five	1 hour 15 minutes
• Fri 1800 to Sat 0600	One	15 minutes
• 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 0600 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.

### **2.11.5 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.

### **2.11.6 Continuous on call**

Wherever possible, arrangements should be made to ensure that employees 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.

### **2.11.7 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.

## **2.12 No further claims**

- (1) This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.
- (2) Subject to 2.12(3) herein, this Agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- (3) The following changes may be made to employees' rights and entitlements during the life of this Agreement:
  - (a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
  - (b) Any improvements in conditions that are determined on a whole-of-government basis; and
  - (c) Reclassifications.
- (4) Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in awards, certified agreements, Queensland Industrial Relations Commission

orders, determinations or Directives made, or continued, under the *Public Sector Act 2022* effective at the date this Agreement operates from shall not be reduced for the life of this Agreement.

- (5) Notwithstanding clause 2.12(4), the parties acknowledge that due to the commencement of the *Public Sector Act 2022* existing Directives, issued by the industrial relations Minister continued under section 308, are required to be reviewed and this review process commenced in 2023. Where agreed changes occur through this review process that may result in conditions and/or entitlements being provided through an alternate mechanism and relevant Directive repealed, or the Directive no longer applies, or as otherwise agreed between the parties, this is not considered to be a matter in which disadvantage or diminution can be disputed.
- (6) Any increases in monetary amounts or other entitlements as a result of Queensland Industrial Relations Commission decisions, government policy, or Directives made under the *Public Sector Act 2022* 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.

### **PART 3: TRAINING AND DEVELOPMENT**

- (1) The parties to this Agreement recognise an ongoing commitment to training and development.
- (2) It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives.
- (3) To achieve the desired levels of knowledge and skills there should be an emphasis upon building capability around key occupations through career development, job design, performance development, and workforce planning. The objective of this approach is to improve workforce capability and CDSB's service delivery while enhancing job satisfaction and employees' professional growth.
- (4) Training and assessment of competencies may be provided in accordance with the PSTP or other accredited programs relevant to CDSB's needs to enable employees to meet the requirements of clauses 4.1 and 4.2 of this Agreement.
- (5) CDSB acknowledges that reasonable travel time associated with an employee attending training and development opportunities should, where practicable, be scheduled in paid ordinary work time.
- (6) CDSB will pay for continuing professional development (CPD) required in order to maintain qualifications mandatory to the employee's employment.
- (7) Access to assistance under CDSB's Study and Research Assistance Scheme (SARAS) policy, to enable employees to obtain skills necessary for career progression will not be unreasonably refused.

### **PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS**

#### **4.1 Commitment**

The parties are committed to the principle that financial recompense will be provided for employees in the specified classifications who have attained an accredited qualification at the Australian Qualifications Framework (AQF) level specified, or higher, achieved through training and assessment of competencies (including recognition of current competencies).

#### 4.2 Appropriate remuneration

(1) From 1 July 2025, the following remuneration shall be paid to employees that meet the requirements in clause 4.1:

Qualification	Classification Level	1 July 2025 per fortnight
Certificate III (AQF III)	OO2	\$22.20
Certificate IV (AQF IV)	AO2/OO3	\$46.20
Diploma (AQF V)	AO3/OO4/OO5	\$47.70
Advanced Diploma (AQF VI)	AO4/OO6	\$49.70

(2) The remuneration in clause 4.2(1) will be payable from the date the employee attains the relevant qualification, or from 1 July 2025 if the qualification was attained prior to 1 July 2025.

#### PART 5: HEALTH AND WELLBEING

(1) CDSB is committed to improving workplace health and safety for its employees. To assist employees to proactively engage in preventative personal health measures, CDSB will reimburse expenses incurred of up to the below listed amount per employee to support the following health-related activities:

- (a) Exercise physiology - exercise program development, personal training.
- (b) Influenza vaccination - immunisation against influenza.
- (c) Physiotherapy - neck and back education, osteo or musculoskeletal treatment and prevention.
- (d) Nutritionist / dietician - weight management, eating disorders, allergies/intolerances.
- (e) Gymnasium / health club / sporting club fees - joining and membership fees.
- (f) Dental hygiene - clean and scale, treatment options.
- (g) Quit smoking program - use of patches, gum, hypnotherapy and the prescription of CHAMPIX.
- (h) Skin cancer screening - from an approved health professional.
- (i) Optometrist checks.

As from 1 July 2025	\$112.70
---------------------	----------

#### PART 6: CULTURAL AWARENESS AND LEAVE

(1) The parties recognise the value of diversity in the workplace and the importance of measures that promote diversity and cultural respect, in particular with regard to Aboriginal and Torres Strait Islander peoples and cultures.

(2) Employees may access up to 5 days unpaid cultural leave per year as prescribed at section 51 of the *Industrial Relations Act 2016*. In addition, eligible employees may also access cultural leave:

- as recreation leave;
- as unpaid special leave;
- in lieu of public holidays (where operational circumstances permit);
- as accrued time leave; or
- at the required time with such time made up at a later date.

- (3) CDSB will report to the relevant CC about cultural awareness training and activities.

## **PART 7: PAID PARENTAL LEAVE**

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

## **PART 8: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT**

### **8.1 Employment security**

CDSB is committed to maximum employment security in accordance with Appendix 4 of this Agreement for permanent employees by developing and maintaining a responsive, impartial and efficient public service as the preferred provider of existing services to Government and the community.

### **8.2 Permanent employment**

- (1) The parties are committed to maximising permanent employment where possible. Casual or temporary forms of employment or labour hire should only be utilised where permanent employment is not viable or appropriate. CDSB should 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 CDSB considerations in workforce planning and recruitment. CDSB should review current and future capability requirements and funding availability and projections ahead of advertising roles with a view to maximising permanent employment.
- (2) CDSB 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.

### **8.3 Temporary employment**

- (1) CDSB commits, where possible, to further collect additional data about temporary engagements within CDSB with a view to increasing entity reporting to the relevant CC on a quarterly basis about the number of temporary engagements and the categories of reasons for those engagements such as, ‘backfilling’, ‘project role’, ‘other’.
- (2) CDSB acknowledges eligible fixed term temporary employees may request a review of status after one year of continuous employment in accordance with section 113 of the *Public Sector Act 2022*. CDSB also acknowledges section 115 of the *Public Sector Act 2022* in which an employer must review the status of eligible fixed term temporary employees after two years of continuous employment. The decision-making criteria for reviews is provided for in the *Public Sector Act 2022* and the Directive relating to review of non-permanent employment.
- (3) CDSB will endeavour to provide greater communication to affected employees about possibilities for extension to or termination for temporary contracts. Where practicable, CDSB will communicate with affected employees as soon as possible where the possibility or extension or non-extension arises and will keep the affected employee apprised of relevant developments.

(4) Consistent with Government's commitment to the maximisation of permanent employment, CDSB will endeavour to maximise part-time hours for permanent part-time employees where possible.

#### 8.4 Organisational change and restructuring

(1) CDSB is committed to providing stability by limiting organisational restructuring and contracting-out of services.

(2) These commitments are effected through the Government's policy on *Employment Security* and the *Contracting-Out of Government Services* contained at Appendices 4 and 5 of this Agreement. Without limiting or enhancing the existing policies, CDSB acknowledges where operational decisions or contracting out of services decisions result in organisational change or restructure the policies provide for:

- the need to demonstrate clear benefits and enhanced service delivery to the community;
- avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community;
- Cabinet approval is required for all major organisational change and restructuring in entities in accordance with the considerations outlined in the policies;
- where CDSB 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 the Agency Consultative Committee (ACC);
- Cabinet approval for contracting-out proposals that meet specified criteria including significant impact on the government's workforce in terms of job losses.

(3) CDSB shall provide in writing to the members of the relevant CC of their intention to implement organisational changes that may affect the employment security of employees, prior to the commencement of any planned changes. This shall include all information required to be provided in accordance with the "Introduction of changes" and "Redundancy" clauses of relevant awards. Where requested, CDSB will 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 relevant CC in a timely manner, either party may refer the matter to ACC for resolution.

(5) The parties agree that CDSB should report to unions on a quarterly basis the current status of employment practices within the entity. This report should be provided on a quarterly basis at the ACC. Specifically, the report should detail the following:

- (a) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;
- (b) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
- (c) the number of people engaged through labour hire;
- (d) any significant variance in the number of permanent employees;
- (e) the conversion of temporary employees to permanent status.

(6) Permanent employees will not be forced into unemployment as a result of organisational change or changes in CDSB 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. CDSB and its employees will comply with all relevant Directives (as amended). Where an employee refuses to participate or cooperate in these processes, the full provisions of the Directive pertaining to retrenchment may be followed to the extent of their applicability.

- (7) Provisions and entitlements relating to organisational change and restructuring can be found in the Directives relating to early retirement, redundancy and retrenchment (as amended) which will apply for the life of this Agreement.
- (8) CDSB 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 CDSB's intentions are communicated to the employee. An affected employee must be provided with notice of CDSB's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.
- (9) The parties recognise the cultural diversity, rights, views and expectations of Aboriginal and Torres Strait Islander peoples in the delivery of culturally appropriate services and that additional consultation may be required if changes to these services are proposed to ensure there is a community benefit.

## **PART 9: SALARY PACKAGING**

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

- (3) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.
- (4) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

## **PART 10: CONSULTATIVE COMMITTEES**

- (1) The parties agree that employees should be consulted about decisions which may affect their employment or welfare, and that meaningful consultation with affected employees leads to improved organisational outcomes.
- (2) In recognition of clause 10(1), CDSB will have a joint union/employer CC. The CC will be used to facilitate consultation on a broad range of issues. Local arrangements about workplace consultation and appropriate attendees on the CC are to be agreed between CDSB and the relevant union. The issues for workplace consultation may include but are not limited to discussion of matters arising from this Agreement such as:
  - (a) Workload Management (Part 17);
  - (b) Organisational Change and Restructuring (Part 8.4);
  - (c) Training (Part 3);
  - (d) Union Encouragement (Part 13);
  - (e) Work/Life Balance (Part 21);
  - (f) Organisational matters such as the review of, changes to or introduction of new workforce management policies;
  - (g) Fair Career Paths (Part 18);
  - (h) Improving Gender Equity (Part 20); and
  - (i) Cultural Awareness activities and training (Part 6).
- (3) The ACC may agree to establish standing committees, sub-committees, or other additional consultative structures (such as Local Consultative Committees) with agreed terms of reference/operating principles.
- (4) The parties recommend that in addition to CCs, CDSB facilitate and encourage the operation of consultative forums at the local level. These forums allow for consultation, engagement and dispute resolution directly between affected employees (through their union delegates to the committee/forum) and the relevant decision-makers.
- (5) CDSB will review and update (if required), in consultation with the relevant unions, a framework for the conduct of consultation within CDSB within six months of the date of operation of this Agreement. This framework should take into account the organisational structure of CDSB, the different parties that should be involved in consultative processes, and the interaction between various consultative mechanisms, including the provision of data (consisting of employee name, job title, work location (including floor level where possible), anticipated effect, rationale for change and potential timeframes) where relevant.

## **PART 11: COLLECTIVE INDUSTRIAL RELATIONS**

- (1) CDSB acknowledges that structured, collective industrial relations is a fundamental principle of the management of CDSB. The principle recognises the important role of unions and the traditionally high levels of union membership. It supports constructive relations between management and unions and

recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.

- (2) CDSB recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 2016* and any determinations of the Queensland Industrial Relations Commission.
- (3) CDSB is committed to collective agreements and will not support non-union agreements.

## **PART 12: ILO CONVENTIONS**

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

## **PART 13: UNION ENCOURAGEMENT**

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

## **PART 14: UNION DELEGATES**

- (1) CDSB acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.

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

#### **PART 15: INDUSTRIAL RELATIONS EDUCATION LEAVE**

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

## PART 16: PREVENTION AND SETTLEMENT OF DISPUTES

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

## PART 17: WORKLOAD MANAGEMENT

- (1) CDSB is committed to working with its employees and union parties to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore entities should ensure safe work environments are not compromised, and that CDSB responsibilities under legislation including duty of care to all employees are complied with.
- (2) CDSB recognises 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) CDSB will consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes. Management at the local level should undertake appropriate consultation with affected employees when implementing organisational initiatives including machinery of government changes that may have an impact on the workloads of affected employees.

- (4) The Queensland Government workload management tool has been developed to assist managers and employees. In utilising the workload management tool, CDSB will adapt the template tool to account for entity-specific circumstances to ensure easier application of the tool.
- (5) In addition, the parties agree that the CC will deal with the issue of workload management. The activities of the 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 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 in accordance with CDSB's workplace health and safety consultation framework;
  - (f) To consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes, and make recommendations to affected workgroups on the management of potential workload issues where appropriate.

## **PART 18: FAIR CAREER PATHS**

### **18.1 General provisions**

- (1) CDSB acknowledges that absences from the workforce due to family responsibilities and utilisation of flexibility measurers should not be considered barriers to progression.
- (2) CDSB will report to the relevant CC on measures taken to support improved career paths.
- (3) The parties are committed to providing reasonable career opportunities to employees. The parties are committed to providing consistent and transparent classifications across the public sector.
- (4) CDSB, in consultation with the relevant CC will ensure that it has a review process in place to allow aggrieved employees, or the relevant union on behalf of an employee or group of employees, the opportunity to raise concerns about the work value assessment (utilising the job evaluation management system (JEMS) or other approved methodology) of their position. These processes will provide the opportunity for consultation with the relevant union, including with respect to the review process where requested by the relevant union/s, and may include a union representative as part of the process.

### **18.2 Improving internal career paths**

The parties reaffirm their commitment to internal career paths which implement the requirements set out in the *Public Sector Act 2022* relating to equity and diversity in employment and the importance of selecting the person best suited to the position.

## **PART 19: POSITIVE PERFORMANCE MANAGEMENT**

The parties commit to continue to work to improve performance management practices.

## PART 20: IMPROVING GENDER EQUITY

- (1) The parties are committed to improving gender equity, to achieve fair and equal outcomes.
- (2) The parties acknowledge the importance of ensuring recruitment processes and practices consistent with the *Public Sector Act 2022* (where applicable), noting obligations with respect to equity, diversity, respect and inclusion principles.
- (3) The parties acknowledge the benefits of flexibility in the workplace and the employer is committed to supporting flexibility and gender equity in accordance with its legislative obligations.
- (4) 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.
- (5) 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.
- (6) CDSB confirms its commitment to supporting women in the workplace and recognises the importance of gender pay equity as outlined in clause 1.8 of this Agreement.
- (7) The parties acknowledge that cultural change is necessary to ensure that the gender pay gap is reduced during the life of this Agreement. The parties further acknowledge that this Agreement includes a number of commitments and actions which contribute to closing the gender pay gap and removing barriers to full and equal participation of women in the workplace (for example clause 1.8, Part 3, Part 4, Part 18, Part 20 and Part 21 of this Agreement).
- (8) 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.
- (9) Matters relating to improving gender equity is identified as a matter which can be raised through consultative committees (see Part 10).
- (10) The AQF remuneration arrangements in this Agreement (see Part 4) reflect the predominately female cohort at the levels eligible for the remuneration and the benefits training and qualifications achieve for career paths.

## PART 21: WORK/LIFE BALANCE

- (1) CDSB is committed to workplace practices that improve the balance between work and life for its employees and provide flexibility, irrespective of gender.
- (2) The parties agree that requests by employees to access work-life balance initiatives will be considered. Work-life balance initiatives shall include, but not be limited to:
  - Flexible working arrangements, including telecommuting/working from home and co-working spaces/distributed work centres
  - Secondments and interchanges;
  - Career breaks;
  - Transition to retirement.
- (3) The parties acknowledge the existing programs and initiatives of the Public Sector Commission that support employers and employees in implementing work-life balance initiatives, including the Public Sector Commission's frameworks relating to flexibility which should be implemented through the relevant CC.

- (4) CDSB acknowledges an employee's entitlements to request flexible work arrangements in accordance with the *Industrial Relations Act 2016* and its obligations in deciding those requests on an individual basis.

## **PART 22: INTRODUCTION OF TECHNOLOGY/FUTURE OF WORK**

- (1) The parties acknowledge the potential for 'intensification of work' through boundaries between work life and home life being blurred as a result of the inclusion or advancement of technology.
- (2) The parties acknowledge the guidance provided in the circular published by the Office of Industrial Relations – the Use of technology and work/life balance - industrial expectations - guidance for managers (Circular 02/21).
- (3) CDSB, through the relevant CC, will consult on proposed technological change or advancements, including the use of artificial intelligence technologies, which may affect or impact on employee's employment.

## **PART 23: WORKPLACE BULLYING**

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

## **PART 24: SUPPORT FOR WORKERS WITH MENTAL ILLNESS**

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

## **PART 25: CLIENT AGGRESSION**

The parties recognise that client aggression is a workplace health and safety issue affecting some workplaces and agree that violence and aggression by clients towards staff is not acceptable.

## PART 26: FIRE WARDENS AND WHS REPRESENTATIVES

- (1) CDSB acknowledges the importance of the role of fire wardens and workplace health and safety representatives and the value of their contribution to the workplace.
- (2) CDSB will ensure that employees who have been appointed or elected to these roles in the workplace have sufficient time free from other duties to complete these responsibilities.

## PART 27: RURAL AND REMOTE

- (1) The parties acknowledge the importance of regional, rural and remote jobs in delivering services to the community.
- (2) The parties acknowledge the Queensland Government's ongoing commitment in providing employees who reside (either permanently or temporarily) in government owned dwellings with a safe residential environment and acceptable facility standards.
- (3) CDSB, where requested through the relevant CC will establish a working party during the life of the agreement, to promote internal transfers between regional locations.
- (4) CDSB acknowledges the importance of relevant professional development and training for employees in regional, rural and remote areas, together with its greater accessibility for those employees through technology.
- (5) CDSB will consider local arrangements about appropriate travel policies for regional, rural and remote based employees.

## PART 28: RURAL AND REMOTE AREA INCENTIVE SCHEME

### 28.1 Application

The rural and remote area incentive scheme (RRAIS) applies to roles that transitioned from the Department of Transport and Main Roads to CDSB as a result of machinery-of-government changes on 1 July 2025 and that were previously entitled to access the scheme as per the *Transport and Main Roads Certified Agreement 2022* while part of the Department of Transport and Main Roads.

### 28.2 Scheme

- (1) The RRAIS is a management scheme which provides improved benefits in rural and remote areas for CDSB employees.
- (2) CDSB is committed to maintaining its contribution to the viability of rural and remote communities in which it operates and the quality of its services to those communities. For the purpose of this Agreement, the term 'rural and remote communities' are within the following regions: South west region, Central west region, North west region, Fitzroy region (Emerald only).
- (3) Where practicable, CDSB will utilise local businesses or recruit employees from the local area.
- (4) CDSB is maintaining a compensation and incentive package for employees working in the above-mentioned regions and subject to this Agreement.
- (5) The compensation package for an eligible public service officer is:

(a) The following amounts per fortnight, payable to a public service officer with dependents for the duration of this Agreement.

Centre	As from 1 July 2025
Emerald	\$107.80
Cloncurry	\$200.30
Barcaldine	\$190.80
Roma	\$76.70

(b) Officers without dependents receive 50% of the above rates.

(6) In addition, CDSB will continue to support the following incentives/initiatives through appropriate policies and/or procedures:

- (a) specialist medical or dental treatment;
- (b) employment of public service officers on contract for fixed term - to attract scarce skills to the remote area;
- (c) guaranteed transfer out;
- (d) subsidised housing;
- (e) professional development;
- (f) pre-start familiarisation visits;
- (g) job search assistance;
- (h) family education assistance.

## PART 29: CUSTOMER SERVICE CENTRES

### 29.1 Recognition, performance and capability payment

- (1) In recognition of tasks experienced AO3 Customer Service Advisors (Cross Channel), AO3 Driving Examiners, and AO3 Driving Examiners/Customer Service Advisors may be required to perform, a recognition, performance and capability payment arrangement will apply.
- (2) AO3 Customer Service Advisors (Cross Channel), AO3 Driving Examiners, and AO3 Driving Examiners/Customer Service Advisors within Customer Service Centres (CSC) and/or CDSB-led Queensland Government Agent Program (QGAP) offices, will be eligible to participate in the recognition, performance and capability payment arrangement if they satisfy all of the following criteria:
  - (a) They are engaged in one of the three aforementioned roles.
  - (b) They are currently, and have been, remunerated at increment 4 of the AO3 classification level for a minimum of 12 months in one of the aforementioned roles.
  - (c) They hold a departmental performance development agreement pertaining to one of the aforementioned roles, and are currently endorsed by the relevant manager as meeting their performance objectives.
  - (d) They are required to perform tasks as determined by CDSB, and this requirement has been approved by the relevant Executive Director.
- (3) The recognition, performance and capability payment arrangement allows for eligible employees to retain their employment at the AO3 classification level but progress from increment 4 of the AO3 classification

level to increment 1 of the AO4 classification level, and progress from increment 1 of the AO4 classification level to increment 2 of the AO4 classification level after 12 months, subject to the employee continuing to meet required performance objectives as certified by the employer. The employee will not be permitted to further progress beyond increment 2 of the AO4 classification level while the employee continues to retain their employment at the AO3 classification level. Failure to continually satisfy the eligibility criteria set out in this clause will mean that the employee will revert to increment 4 of the AO3 classification level from the next pay period following on from the employee's change in eligibility, subject to the determination by the relevant Executive Director.

- (4) Applications to access this entitlement will be processed in accordance with the CDSB temporary progression and recognition, performance and capability payment procedure. Changes to this procedure can only occur after consultation between the parties.
- (5) For the purposes of the transfer definition prescribed in the *Queensland Public Service Officers and Other Employees Award – State 2015*, the classification level of an employee subject to this arrangement will be as an AO3.
- (6) For the purposes of Part 4 the AQF level specified for classification level AO3 continues to apply if the requirements as set out in clause 4.2 of this Agreement are satisfied.

## 29.2 Customer service centre relieving arrangements

Where relieving, backfilling and higher duties opportunities of less than 4 weeks in duration arise within a CSC, the employer will encourage all staff within the CSC and Cluster to express their interest to be considered to fill the aforementioned emergent and short-term relief opportunities. CDSB is committed to ensuring fair, consistent and transparent recruitment and selection processes to fill any such opportunities. The employer should openly communicate with staff in the CSC and Cluster regarding the related recruitment and selection decision.

## PART 30: SPREAD OF HOURS

### 30.1 Brisbane Central Business District

- (1) These provisions shall apply only to employees engaged under the *Queensland Public Service Officers and Other Employees Award – State 2015* where the employee's place of work, at daily commencing and finishing times, is within the Australian Bureau of Statistics Statistical Local Areas of "City – Remainder" and "City – Inner" within the Statistical Subdivision of "0501 – Inner Brisbane".
- (2) The parties agree to a wider ordinary spread of hours of 6.00 am to 7.00 pm 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 7am to 9am and 4pm to 6pm.
- (4) For the purposes of application of the Directive relating to excess travel time (as amended), which only applies to employees subject to the *Queensland Public Service Officers and Other Employees Award – State 2015*, the ordinary spread of hours for the purposes of Part C (Excess Travel Time) shall be 6.00am to 7.00 pm.

- (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 entities 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.

### **30.2 CITEC**

Employees engaged in the CITEC business unit may elect to expand their spread of hours to 6am to 8pm, by mutual agreement.

### **PART 31: PSYCHOSOCIAL HAZARDS**

CDSB acknowledges the requirement and importance of managing psychosocial hazards and risks in the workplace. These hazards and risks are to be managed in accordance with the legislative framework, being the *Work Health and Safety Act 2011* and the *Managing the risk of psychosocial hazards at work Code of Practice 2022*. Further CDSB acknowledges the importance of implementing frameworks relevant to the management of psychosocial hazards and risks in a consultative manner, including with relevant union/s.

**SIGNATORIES**

Signed by the Director-General of the Department of Customer Services, Open Data and Small and Family Business:

CHRISTOPHER LAMONT

Signature

CHRISTOPHER LAMONT

Print name

Date: 22/01/2026

In the presence of:

MELISSA GRAHAM

Signature

MELISSA GRAHAM

Print name

Date: 22/01/2026

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

ALEX SCOTT

Signature

ALEX SCOTT

Print name

Date: 28/01/2026

In the presence of:

MICHAEL THOMAS

Signature

MICHAEL THOMAS

Print name

Date: 28/01/2026

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: 29/01/2026

In the presence of:

GREGORY JAMES YATES

Signature

GREGORY JAMES YATES

Print name

Date: 29/01/2026

## APPENDIX 1: SALARY SCHEDULES

## A1.1 Administrative Stream

Classification Level	Pay Point	Salary 1/07/2025 Per Fortnight (3% p.a. increase)	Salary 1/07/2025 Annualised (3% p.a. increase)
AO1	1	\$1,877.40	\$48,979
AO1	2	\$1,980.70	\$51,674
AO1	3	\$2,083.50	\$54,356
AO2	1	\$2,323.70	\$60,623
AO2	2	\$2,382.40	\$62,154
AO2	3	\$2,442.10	\$63,712
AO2	4	\$2,503.90	\$65,324
AO2	5	\$2,563.70	\$66,884
AO2	6	\$2,625.50	\$68,497
AO2	7	\$2,693.50	\$70,271
AO2	8	\$2,767.60	\$72,204
AO3	1	\$2,951.00	\$76,989
AO3	2	\$3,057.00	\$79,754
AO3	3	\$3,166.20	\$82,603
AO3	4	\$3,274.40	\$85,426
AO4	1	\$3,466.00	\$90,424
AO4	2	\$3,575.10	\$93,271
AO4	3	\$3,689.60	\$96,258
AO4	4	\$3,805.10	\$99,271
AO5	1	\$4,010.20	\$104,622
AO5	2	\$4,126.40	\$107,654
AO5	3	\$4,242.50	\$110,683
AO5	4	\$4,358.70	\$113,714
AO6	1	\$4,600.90	\$120,033
AO6	2	\$4,708.60	\$122,843
AO6	3	\$4,816.10	\$125,647
AO6	4	\$4,922.70	\$128,428
AO7	1	\$5,148.50	\$134,319
AO7	2	\$5,272.70	\$137,559
AO7	3	\$5,396.70	\$140,795
AO7	4	\$5,520.50	\$144,024
AO8	1	\$5,703.90	\$148,809
AO8	2	\$5,814.50	\$151,694
AO8	3	\$5,923.00	\$154,525
AO8	4	\$6,032.90	\$157,392

**A1.2 Professional Stream**

<b>Classification Level</b>	<b>Pay Point</b>	<b>Salary 1/07/2025 Per Fortnight (3% p.a. increase)</b>	<b>Salary 1/07/2025 Annualised (3% p.a. increase)</b>
PO1	1	\$1,917.90	\$50,036
PO1	2	\$2,080.40	\$54,276
PO1	3	\$2,242.90	\$58,515
PO1	4	\$2,419.50	\$63,122
PO1	5	\$2,520.40	\$65,755
PO1	6	\$2,620.30	\$68,361
PO1	7	\$2,732.60	\$71,291
PO2	1	\$2,946.80	\$76,879
PO2	2	\$3,103.40	\$80,965
PO2	3	\$3,260.00	\$85,050
PO2	4	\$3,421.70	\$89,269
PO2	5	\$3,581.30	\$93,433
PO2	6	\$3,741.80	\$97,620
PO3	1	\$3,930.20	\$102,535
PO3	2	\$4,050.80	\$105,681
PO3	3	\$4,171.30	\$108,825
PO3	4	\$4,292.10	\$111,977
PO4	1	\$4,569.50	\$119,214
PO4	2	\$4,687.30	\$122,287
PO4	3	\$4,804.60	\$125,347
PO4	4	\$4,922.70	\$128,428
PO5	1	\$5,148.50	\$134,319
PO5	2	\$5,272.70	\$137,559
PO5	3	\$5,396.70	\$140,795
PO5	4	\$5,520.50	\$144,024
PO6	1	\$5,703.90	\$148,809
PO6	2	\$5,814.50	\$151,694
PO6	3	\$5,923.00	\$154,525
PO6	4	\$6,032.90	\$157,392

**A1.3 Operational Stream**

Classification Level	Pay Point	Salary 1/07/2025 Per Fortnight (3% p.a. increase)	Salary 1/07/2025 Annualised (3% p.a. increase)
OO1	1	\$1,679.50	\$43,816
OO1	2	\$1,799.90	\$46,958
OO1	3	\$1,921.10	\$50,120
OO1	4	\$2,041.80	\$53,269
OO1	5	\$2,162.60	\$56,420
OO1	6	\$2,284.10	\$59,590
OO2	1	\$2,323.70	\$60,623
OO2	2	\$2,385.50	\$62,235
OO2	3	\$2,450.40	\$63,928
OO2	4	\$2,512.20	\$65,541
OO3	1	\$2,549.30	\$66,509
OO3	2	\$2,598.70	\$67,797
OO3	3	\$2,653.30	\$69,222
OO3	4	\$2,707.90	\$70,646
OO4	1	\$2,817.10	\$73,495
OO4	2	\$2,905.60	\$75,804
OO4	3	\$2,996.30	\$78,170
OO4	4	\$3,082.80	\$80,427
OO5	1	\$3,161.10	\$82,470
OO5	2	\$3,260.00	\$85,050
OO5	3	\$3,365.00	\$87,789
OO5	4	\$3,466.00	\$90,424
OO6	1	\$3,612.40	\$94,244
OO6	2	\$3,709.00	\$96,764
OO6	3	\$3,805.10	\$99,271
OO7	1	\$3,988.20	\$104,048
OO7	2	\$4,086.10	\$106,602
OO7	3	\$4,183.70	\$109,149

**A1.4 Technical Stream**

Classification Level	Pay Point	Salary 1/07/2025 Per Fortnight (3% p.a. increase)	Salary 1/07/2025 Annualised (3% p.a. increase)
TO1	1	\$1,917.90	\$50,036
TO1	2	\$2,080.40	\$54,276
TO1	3	\$2,242.90	\$58,515
TO1	4	\$2,419.50	\$63,122
TO1	5	\$2,520.40	\$65,755
TO1	6	\$2,620.30	\$68,361
TO1	7	\$2,732.60	\$71,291
TO2	1	\$2,776.90	\$72,447
TO2	2	\$2,875.80	\$75,027
TO2	3	\$2,972.60	\$77,552
TO2	4	\$3,076.60	\$80,265
TO2	5	\$3,176.50	\$82,872
TO2	6	\$3,274.40	\$85,426
TO3	1	\$3,466.00	\$90,424
TO3	2	\$3,554.70	\$92,739
TO3	3	\$3,647.80	\$95,167
TO3	4	\$3,741.80	\$97,620
TO4	1	\$3,930.20	\$102,535
TO4	2	\$4,057.40	\$105,854
TO4	3	\$4,183.70	\$109,149
TO5	1	\$4,358.70	\$113,714
TO5	2	\$4,487.40	\$117,072
TO5	3	\$4,616.80	\$120,448
TO5	4	\$4,746.00	\$123,818
TO6	1	\$4,900.40	\$127,847
TO6	2	\$5,024.80	\$131,092
TO6	3	\$5,148.50	\$134,319

## APPENDIX 2: LOCALITY ALLOWANCE AREAS

### LOCAL AUTHORITIES AS AT 1997

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

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

<b>Broadsound</b>	<b>Bowen</b>
St Lawrence	Collinsville
Koumala	Abbot Point
Carmila	Bowen
Westwood	Armuna
	Binbee
	Almoola
	Scottville
	Wilmington
	Guthalungra
	Kyburra

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

<b>Broadsound</b>	<b>Bowen</b>
Middlemount	Ravenswood
Norwich Park	Birralee
Dysart	Mt Leyston
Saraji	Gunjulla
German Creek	Mt Coolon

For any places not listed which are within the local government areas of Broadsound and Bowen, and for which a Locality Allowance is payable as set out in Ministerial Directive 19/99 (Locality Allowances), the Chief Executive of CDSB has the authority to determine whether the place is inside or outside the “coastal” area.

### APPENDIX 3: AUSTRALIAN QUALIFICATIONS FRAMEWORK

The Australian Qualifications Framework (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:
Senior Secondary Certificate of Education	
Certificate I	AQF I
Certificate II	AQF II
Certificate III	AQF III
Certificate IV	AQF IV
Diploma	AQF V
Advanced Diploma	AQF VI
Associate Degree	
Bachelor Degree	
Graduate Certificate	
Vocational Graduate Certificate	
Graduate Diploma	
Vocational Graduate Diploma	
Master's Degree	
Doctoral Degree	

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

#### Why is the AQF important?

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

#### What are the key objectives of the AQF?

The AQF:

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

## APPENDIX 4: EMPLOYMENT SECURITY POLICY

### 1. Introduction

The Queensland Government has restored this employment security policy for government agencies as part of its commitment to restoring fairness for its workforce. The Government is committed to maximum employment security<sup>1</sup> for permanent government employees (as outlined in section 2 – Application) by developing and maintaining a responsive, impartial and efficient government workforce as the preferred provider of existing services to Government and the community. The workforce’s commitment to continue working towards achievement of best practice performance levels makes this commitment possible.

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

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

### 2. Application

This policy applies to all permanent employees of Queensland Government agencies (including departments, public service offices, statutory authorities and other government entities as defined under the Public Service Act 2008). This policy does not apply to government employees who are subject to disciplinary action which would otherwise result in termination of employment, or who are not participating in reasonable opportunities for retraining, deployment or redeployment.

### 3. Authority

This policy was approved by Cabinet on 30 March 2015.

### 4. Policy

#### 4.1 Permanent Employment

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

#### 4.2 Organisational change and restructuring

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

---

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

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

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

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

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

#### 4.3 Employees affected by organisational change

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

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

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

#### 4.4 Consultation

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

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

### 1. Application

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

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

In this regard, the government has restored the following policy on contracting-out of services as part of its commitment to restoring fairness for the government workforce. This policy<sup>1</sup> applies to all Queensland Government agencies (including departments, public service offices, statutory authorities, and other government entities as defined under the Public Service Act 2008) and all tenured employees of these agencies. The government recognises that, in the case of Queensland Health (comprising the Department of Health and the Hospital and Health Services), public health services are provided through a mix of in-house delivered services and partnerships with non-government, community and private sector health providers.

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

Similarly, services contracted to community service providers through grant programs or as recurrently funded programs are not regarded as being contracted-out for the purposes of this policy. This policy does not apply to the normal purchase of inputs to government agencies such as office supplies and consultancies. It does however apply to contractual arrangements such as cleaning and other 'hotel' type services.

Where there are major joint ventures or co-locations with the private sector (e.g. hospital co-locations) decisions on the delivery of support services will be made on a case by case basis.

## 2. Authority

This policy was released on 16 January 2016.

## 3. Policy

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

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

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

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

- why the service cannot continue to be delivered by government agencies;
- the impact on the government workforce;
- how the proposed initiative will improve government service delivery;
- any social and/or economic impact on the Queensland community;

---

<sup>1</sup> This policy should be read in conjunction with applicable industrial instruments.

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

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

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

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

### 3.2 Services currently contracted-out

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

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

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

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

### 3.3 New services

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

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

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

- the cost implications for government.

### 3.4 Services in replacement facilities

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

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

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

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

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

### 3.5 Implementing the Policy on the Contracting-Out of Services

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

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

## APPENDIX 6: QUEENSLAND GOVERNMENT COMMITMENT TO UNION ENCOURAGEMENT

The Queensland Government has made a commitment to encourage union membership among its employees. As part of this commitment the government will:

- Acknowledge union delegates and job representatives have a role to play within a workplace, including during the agreement making process. The existence of accredited union delegates and/or job representatives is to be encouraged. Accredited union delegates and/or job representatives shall not be unnecessarily hindered in the reasonable and responsible performance of their duties.
- Subject to relevant legislation, allow employees 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. Delegates will be provided reasonable access to facilities for the purpose of undertaking union activities.
- Encourage the establishment of joint union and employer consultative committees at a central and agency level.
- Promote reasonable and constructive industrial relations education leave in the form of paid time off to acquire knowledge and competencies in industrial relations.
- Provide an application for union membership and information on the relevant union(s) to all employees at the point of engagement and during induction.
- At the point of engagement, provide employees with a document indicating that the Agency encourages employees to join and maintain financial membership of an organisation of employees that has the right to represent their industrial interests.
- Subject to relevant privacy considerations, provide union(s) with details of new employees.

The active cooperation of all managers and supervisors is necessary to ensure that the government can honour this commitment.

Passive acceptance by agencies of membership recruitment activity by unions does not satisfy the government's commitment. Encouragement requires agencies to take a positive, supportive role, although ultimately it remains the responsibility of the unions themselves to conduct membership recruitment.