

Proposed State Government Entities Certified Agreement 2023

Summary of general terms and conditions

The table below provides a summary of the key terms and conditions of the proposed *State Government Entities Certified Agreement 2023* (proposed Agreement), which provides enhanced conditions and entitlements.

For entity specific information (including Appendices 5-21) please see separate summaries on the Forgov website: <https://www.forgov.qld.gov.au/employment-policy-career-and-wellbeing/pay-benefits-and-leave/state-government-entities-certified-agreement>

Queries may be forwarded to your entity representative or your union representative (see contact lists under 'More information' on the Forgov website link above).

Section of Agreement	Details
Application and Operation	
Clause 1.2 – Parties bound	<p>The parties to the proposed Agreement are:</p> <ul style="list-style-type: none">• The State of Queensland and entities listed in Appendix 1 (see list at the end of this document);• Employees engaged in the entities specified in Appendix 1, for whom rates of pay, conditions of employment and entitlements are provided for in this Agreement; and• Union parties (see list at the end of this document). <p>The proposed Agreement will also cover QBuild Office staff and Community Visitors engaged within the Office of the Public Guardian. These cohorts were previously covered under different instruments.</p> <p>Employees of the Integrity Commission will also be covered by the proposed Agreement. Currently these employees are employed in the Department of the Premier and Cabinet and covered by the current Core Agreement. While staff are yet to transition to this Office, to ensure consistency with their existing terms and conditions upon transition this entity has been captured.</p> <p>The proposed Agreement does not cover Senior Officer and Senior Executive Service employees, or employees engaged pursuant to section 155 of the <i>Public Sector Act 2022</i>. This has not changed, and relevant legislative updates have simply been made to reflect the commencement of the <i>Public Sector Act 2022</i> to continue this exclusion.</p> <p>The proposed Agreement will not cover Queensland Police Service employees, and Queensland Fire and Emergency Services employees within Disaster Management who will transition to the Queensland Police Service consistent with the Functional Transition Agreement dated 15 June 2023. These employees will be covered by a stand-alone Agreement once finalised.</p>
Clause 1.3 – Operation	<ul style="list-style-type: none">• The proposed Agreement will operate from the date it is certified by the Queensland Industrial Relations Commission.• The proposed Agreement will have a nominal expiry date of 30 June 2026.• The proposed Agreement will replace the <i>QBuild Office Staff Certified Agreement 2019</i> and the <i>State Government Entities Certified Agreement 2019</i> insofar as it has application to employees bound by the replacement Agreement.



	<ul style="list-style-type: none"> • The parties will make an application to terminate the <i>QBuild Office Staff Certified Agreement 2019</i> following certification of the replacement Agreement. • The parties will make an application to terminate the <i>State Government Entities Certified Agreement 2019</i> at the appropriate time following certification of the replacement Agreement.
Wages	
<p>Clause 2.1 – New wage rates</p> <p>Appendix 3 – Salary Schedules</p>	<p>The proposed Agreement provides for the following in relation to wage increases:</p> <ul style="list-style-type: none"> • 1 July 2023 - 4% on current agreement rates of pay (as at 30 June 2023) (back paid from the date of certification); • 1 July 2024 - 4% on the 1 July 2023 agreement rates of pay; and • 1 July 2025 - 3% on the 1 July 2024 agreement rates of pay. <p>The first wage increase of 4% effective 1 July 2023 will be paid to employees as soon as possible after certification of the Agreement.</p> <p>Previously wage increases occurred on 1 September of each year of the Agreement. This means that staff will receive earlier wage increases than they usually would (approximately 2 months).</p> <p>The salary schedule in Appendix 3 has been updated in line with the increases and provides the rates of pay.</p>
<p>Clause 2.2 – Cost of Living Adjustment (COLA) payments</p>	<p>The proposed Agreement includes a COLA payments clause.</p> <p>The COLA payments clause provides for a payment to be made to eligible employees if the annual consumer price index (CPI) percentage for Brisbane in the relevant March period is greater than the wage increase provided under the Agreement, for each of the three years of the Agreement.</p> <p>The payment is calculated as the difference between the relevant wage increase percentage under the Agreement and the CPI percentage, capped at 3%, applied to the individual employee’s base wages for the relevant COLA year. The COLA payment will be made effective from the beginning of each of the three agreement years where triggered.</p> <p>As COLA will be paid at the beginning of each Agreement year if triggered, the CPI figure for the relevant March period for 2023 is already known.</p> <p>For 2023 the relevant CPI was 7.4%. The proposed increase for year 1, is 4%. The difference between the figures is 3.4%, however, COLA is capped at 3%.</p> <p>Therefore, the first COLA payment will be the maximum 3% of base wages paid to eligible employees.</p> <p>The COLA payment will be paid to eligible employees as soon as possible after certification of the Agreement.</p> <p>Additional resources are available to assist with understanding the COLA clause – see the Forgov website https://www.forgov.qld.gov.au/employment-policy-career-and-wellbeing/pay-benefits-and-leave/state-government-entities-certified-agreement</p>

New clauses and enhancement to existing clauses	
Clause 1.9 – Equal remuneration	<p>A new clause which provides a commitment to take proactive measures to achieve gender pay equity, where all employees receive equal remuneration for work of equal or comparable value has been included.</p> <p>The new clause outlines what employers have implemented, will implement, or are implementing to achieve equal remuneration as follows:</p> <ul style="list-style-type: none"> • where applicable, utilising the Queensland public sector job evaluation management system (JEMS) for determining work value and the applicable classification level and/or remuneration; • 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; • 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; • creating a culture that promotes gender pay equity, including access to training and development, promotional opportunities, and flexible working arrangements; • a commitment to improving gender equity and consultation on matters concerning gender equity in the workplace in accordance with Part 19 ‘Improving Gender Equity’ of the Agreement; • where applicable, the progression of equity, diversity, respect and inclusion in employment matters in accordance with Chapter 2 of the <i>Public Sector Act 2022</i>, including actively progressing gender pay equity measures and conducting equity and diversity audits; and • nothing in this clause limits or prevents the use of any existing discretionary powers to achieve equal remuneration.
Clause 2.5 - Aggregated Hours	<p>This clause has been amended to exclude the Integrity Commission from Aggregated Hours arrangements and as a result these arrangements will not apply to this cohort. Given the Integrity Commission is a new body this does not represent a change for employees, rather it establishes its practice.</p>
Clause 2.9 – Hours of Work	<p>Enhancements to the existing clause which provide:</p> <ul style="list-style-type: none"> • a commitment that entities will review their hours of work policy during the life of the Agreement through the relevant consultative committee mechanism; • a positive obligation on employers and employees to manage accrued time and time off in lieu (TOIL) balances, including facilitating access to these balances with the intention of avoiding forfeiture of time; • a requirement for entities to report to unions, the number of accrued time hours forfeited on a six-monthly basis, unless agreed between the entity and union to occur on a more regular basis or upon request of the union/s; and • confirmation that matters about the impingement of work activities outside of ordinary hours may be raised through relevant consultative committees.
Clause 2.10 – On-call arrangements	<p>A new clause which provides:</p> <ul style="list-style-type: none"> • confirmation that the on-call rate is the PO3.4 rate specified in the Agreement. This clause also links to the provision that an employee will be paid the higher of the award or agreement for this allowance; and

	<ul style="list-style-type: none"> a commitment that entities will develop entity specified guidelines for on-call arrangements through the relevant consultative committee, where on-call rosters have been or will be implemented. This is to ensure correct application of entitlements based on underpinning industrial instruments.
Clause 2.11 – No further claims	<p>Enhancements to the existing clause which provide:</p> <ul style="list-style-type: none"> acknowledgement that due to the commencement of the <i>Public Sector Act 2022</i> existing Industrial Relations Ministerial Directives are required to be reviewed and this review process commenced in 2023; and acknowledgement that where agreed changes occur through this review process that may result in conditions and/or entitlements being provided through an alternate mechanism and the 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. <p>For the life of the Agreement, if the salary rates in the Agreement and relevant Award differ, employees will be paid the higher of the two rates. This is not an enhancement, but a continued provision.</p>
Part 4 – Recognition of Accredited Qualifications	<p>Enhancements to the existing clause which provide:</p> <ul style="list-style-type: none"> the previous agreement provided for a fixed rate for this payment, this payment will be increased (indexed) in line with the headline wage increases, providing for an 11% increase over the life of the Agreement; and from 1 July 2023, the remuneration will payable once the employee has attained the relevant qualification at the specified classification level. There is no longer a requirement to have spent 12 months at the top paypoint for the relevant classification.
Part 9 – Consultative Committees, clause 9.2(4) and (5)	<p>In the previous Agreement entities were required to develop, in consultation with unions, a framework for the conduct of consultation within the entity within 6 months of the date of the Agreement commencing, as well as the development of a Terms of Reference template for Consultative Committees.</p> <p>These clauses have been adjusted to provide a review mechanism to the existing frameworks if required.</p>
Part 17 – Fair Career Paths, clause 17.1 – general provisions	<p>Enhancements to the existing clause which provide:</p> <ul style="list-style-type: none"> confirmation that a relevant union can raise a JEMS review request on behalf of an employee or group of employees; and confirmation that consultation with the relevant union can include consultation on the JEMS review process where requested.
Part 19 – Improving gender equity	<p>Enhancements to the existing clause which provide:</p> <ul style="list-style-type: none"> confirmation that the parties are committed to improving gender equity, to achieve fair and equal outcomes; acknowledgement of the importance of ensuring recruitment processes and practices are consistent with the <i>Public Sector Act 2022</i> (where applicable), noting obligations with respect to equity, diversity, respect and inclusion principles; acknowledgement that the 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;

	<ul style="list-style-type: none"> confirmation that matters relating to improving gender equity is identified as a matter which can be raised through consultative committees; and acknowledgement that the changes made to the AQF remuneration in Part 4 of the Agreement reflect the cohort at the levels eligible for the allowance and the benefit of earlier access to remuneration and the benefits training and qualifications achieve for career paths.
Part 20 – Work/life balance	<p>Enhancements to the existing clause which provide:</p> <ul style="list-style-type: none"> acknowledgement of the Public Sector Commission’s existing programs and initiatives to support employers and employees in implementing work-life balance initiatives; acknowledgement that the Public Sector Commission’s framework relating to flexibility should be implemented through the relevant consultative committee; and clarification that deciding flexible work arrangement requests is on an individual basis.
Part 21 – Introduction of technology/future of work	<p>Enhancement to the existing clause which provides:</p> <ul style="list-style-type: none"> reiterating the guidance provided in the circular published by the Office of Industrial Relations – Use of technology and work/life balance – industrial expectations – guidance for managers; and confirmation that consultation on proposed technological change or advancements which may affect or impact an employee’s employment, includes use of artificial intelligence technologies.
Part 27 – Spread of Hours – Brisbane Central Business District	<p>This clause has been amended to exclude Community Visitors as they have specific spread of ordinary hours beyond 7pm already provided for in the relevant award. As a result these arrangements will not apply to this cohort.</p>
Part 28 – Psychosocial hazards	<p>A new clause which provides:</p> <ul style="list-style-type: none"> acknowledgement of the requirement and importance of managing psychosocial hazards and risks in the workplace; acknowledgement that these hazards and risks are to be managed in accordance with the legislative framework, being the <i>Workplace Health and Safety Act 2011</i> and the <i>Managing the risk of psychosocial hazards at work Code of Practice 2022</i>; and acknowledgement of the importance of implementing frameworks relevant to the management of psychosocial hazards and risks in a consultative manner, including with relevant unions.
Continuing clauses	
As listed	<p>The following list of clauses and appendices that existed in the 2019 Core Agreement have been carried over to the proposed Agreement.</p> <p>Necessary administrative amendments have been made to the clauses and appendices to give effect to updated legislation (e.g. <i>Public Sector Act 2022</i>), to provide contemporary references and Government policy positions, and changes have been made to some clauses where applicable to give effect to commitments contained in the existing Agreement. The changes do not impact the terms of existing conditions.</p> <ul style="list-style-type: none"> Clause 1.4 Posting of the Agreement Clause 1.5 Relationships to Awards, Industrial instruments and Directives Clause 1.6 – Continuation of provisions in previous certified agreements Clause 1.7 – Objectives of this Agreement

	<ul style="list-style-type: none"> • Clause 1.8 – Equity considerations • Clause 2.0 – Definitions and abbreviations • Clause 2.3 – No loss of show day • Clause 2.4 – Annual leave loading payment • Clause 2.5 – Aggregated hours • Clause 2.6 – Extra leave for proportionate salary (purchased leave) • Clause 2.7 – Averaging ordinary hours of work • Clause 2.8 – Locality allowances • Part 3 – Training and Development • Part 5 – Cultural Awareness and Leave • Part 6 – Paid Parental Leave • Part 7 – Employment Security and Permanent Employment • Part 8 – Salary Packaging • Part 9 – Consultative Committees • Part 10 – Collective Industrial Relations • Part 11 – ILO Conventions • Part 12 – Union Encouragement • Part 13 – Union Delegates • Part 14 – Industrial Relations Education Leave • Part 15 – Prevention and Settlement of Disputes • Part 16 – Workload Management • Clause 17.2 – Improving internal career paths • Part 18 – Fair Treatment at Work • Part 22 – Workplace Bullying • Part 23 – Support for Workers with Mental Illness • Part 24 – Client Aggression • Part 25 – Fire Wardens and Representatives • Part 26 – Rural and Remote • Part 27 – Spread of Hours – Brisbane CBD • Appendix 2 – Locality Allowance areas • Appendix 4 – Australian Qualifications Framework • Appendix 22 – Employees Covered by the Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016 engaged in the Building Trades Stream (renumbered from 19) • Appendix 23 – Employees Covered by the Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016 engaged in the Engineering Stream (renumbered from 22) • Appendix 24 – Employment Security Policy (renumbered from 21) • Appendix 25 – Contracting Out Policy (renumbered from 22) • Appendix 26 – Commitment to Union Encouragement (renumbered from 23)
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Procedures for Preventing and Settlement of Disputes	
Part 15 – Prevention and Settlement of Disputes	The proposed Agreement contains a procedure for resolving disputes about matters covered by the Agreement, including that normal work continues whilst the dispute procedure is followed except where there is an imminent risk to health and safety.

Parties	
Clause 1.2 – Parties bound and Appendix 1	<p>The proposed Agreement shall apply to relevant employees of the following entities:</p> <ul style="list-style-type: none"> • Crime and Corruption Commission (employees appointed pursuant to section 254 of the <i>Crime and Corruption Act 2001</i>, other than employees

	<p>appointed under a written contract of employment in accordance with section 254(4) of the Act);</p> <ul style="list-style-type: none"> • Department of Agriculture and Fisheries; • Department of Child Safety, Seniors and Disability Services (only Seniors and Disability Services employees); • Queensland Corrective Services (excluding those employees covered by the <i>Queensland Corrective Services – Correctional Employees’ Certified Agreement 2021</i>); • Department of Environment and Science (including Multicultural Affairs); • Department of Energy and Public Works (including QBuild Office staff, excluding all other commercialised business units) • Department of Housing; • Department of Justice and Attorney General; • Department of Tourism, Innovation and Sport; • Department of State Development, Infrastructure, Local Government and Planning; • Department of Treaty, Aboriginal and Torres Strait Islander Partnerships, Communities and Arts (including Family Responsibilities Commission, and the Office of the Commissioner under the <i>Meriba Omasker Kaziw Kazipa (Torres Strait Islander Traditional Child Rearing Practice) Act 2020</i>); • Department of Regional Development, Manufacturing and Water; • Department of Resources; • Department of the Premier and Cabinet; • Department of Youth Justice, Employment, Small Business and Training (only Employment, Small Business and Training employees); • Electoral Commission Queensland; • Gasfields Commission Queensland; • Industrial Registry; • Integrity Commission; • Legal Aid Queensland; • National Injury Insurance Agency, Queensland; • Office of the Director of Child Protection Litigation; • Office of the Energy and Water Ombudsman; • Office of the Governor; • Office of the Inspector General Emergency Management; • Office of the Queensland College of Teachers; • Office of the Queensland Parliamentary Counsel; • Office of the Public Guardian (including Community Visitors employed pursuant to the <i>Public Guardian Act 2014</i>); • Office of the Prostitution Licensing Authority; • Public Sector Commission; • Public Trust Office; • QLeave; • Queensland Audit Office; • Queensland Building and Construction Employing Office; • Queensland Curriculum and Assessment Authority; • Queensland Family and Child Commission; • Queensland Fire and Emergency Services¹ (excluding staff to whom the <i>Queensland Fire and Emergency Service Agreement 2022</i> or any agreement/determination that replaces this Agreement applies, and Disaster Management employees who will transition to the Queensland
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¹ Including employees previously employed by Public Safety Business Agency and covered by the Core Agreement

	<p>Police Service consistent with the Functional Transition Agreement dated 15 June 2023);</p> <ul style="list-style-type: none"> • Queensland Human Rights Commission; • Queensland Parliamentary Service (excluding Electorate Officers and Assistant Electorate Officers); • Queensland Racing Integrity Commission; • Queensland Reconstruction Authority; • Queensland Rural and Industry Development Authority; • Queensland Treasury (including Motor Accident Insurance Board, Queensland Productivity Commission and the Office of State Revenue); • Residential Tenancies Employing Office; • Resources, Health and Safety Queensland Employing Office; • Safe Food Production Queensland; and • Trade and Investment Queensland.
Clause 1.2 – Parties bound	<p>The Agreement is binding upon the following unions:</p> <ul style="list-style-type: none"> • The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees; • Australian Institute of Marine and Power Engineers’ Union of Employees, Queensland District; • Australian Maritime Officers Union Queensland, Union of Employees; • The Australian Workers’ Union of Employees, Queensland; • Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; • The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland; • The Electrical Trades Union of Employees Queensland; • Plumbers and Gasfitters Employees’ Union Queensland, Union of Employees; • Queensland Nurses’ and Midwives Union of Employees; • Together Queensland, Industrial Union of Employees; • Shop, Distributive and Allied Employees Association (Queensland Branch) Union of Employees; • Transport Workers’ Union of Australia, Union of Employees (Queensland Branch); and • United Workers’ Union, Industrial Union of Employees, Queensland.

Other commitments - as a result of the bargaining process, there are a number of central commitments being progressed <i>outside of the Agreement</i> (i.e. these commitments will not be included as a term of the Agreement) as below	
AQF remuneration	<ul style="list-style-type: none"> • The Office of Industrial Relations (OIR) will continue the working party to promote the AQF provisions, including the changes and access to training and development, to entities. • The OIR will also liaise with the Office of the Special Commissioner to further leverage promoting the AQF remuneration.
Overtime Payments	<ul style="list-style-type: none"> • The OIR will develop a circular/guidance material providing education about factors and circumstances for Chief Executives to consider in exercising their discretion under the relevant industrial instrument to pay overtime rather than TOIL (including overtime as a result of on-call) to employees above AO5.4 authorised to work overtime.

Hours of Work Policies	<ul style="list-style-type: none"> • The OIR will provide advice to entities on factors to consider when reviewing their hours of work policies in consideration of the framework which exists in the relevant industrial instruments (including accrued time arrangements). • Entities will provide unions with a copy of their hours of work policies and documents.
Right to disconnect	<ul style="list-style-type: none"> • Entities will develop entity specific guidelines on disconnection practices, consistent with Government’s approved right to disconnect principles, industrial instruments and the existing Use of Technology and Work/Life Balance Circular.



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