

**STATE OF QUEENSLAND
AND
UNION PARTIES LISTED IN APPENDIX 1**

WITHOUT PREJUDICE AND SUBJECT TO GOVERNMENT APPROVAL

The following sets out the in-principle agreement for a proposed *State Government Entities Certified Agreement 2023* (2023 Core Agreement), and is subject to approval of the Cabinet Budget Review Committee (CBRC).

i. Parties to the agreement

The parties to this Heads of Agreement are:

- The relevant Chief Executive, on behalf of the applicable entities party to the 2023 Core Agreement as agreed between the parties (noting the Full Bench determination dated 6 July 2023 in CB/2023/21 regarding Queensland Police Service employees); and
- Union parties to the 2023 Core Agreement contained in Appendix 1.

ii. Operative date and nominal expiry date

The Agreement will operate from certification and with a nominal expiry date of 30 June 2026.

iii. Wage increases

Headline wage increases, and those allowances linked to wage increases, as follows:

- 4% on current agreement rates of pay (as at 30 June 2023) effective 1 July 2023 (back paid from the date of certification);
- 4% on the 1 July 2023 rates of pay effective 1 July 2024; and
- 3% on the 1 July 2024 rates of pay, effective 1 July 2025.

All reasonable efforts will be made to have the first wage increase of 1 July 2023 paid to employees as a quickly as possible after certification.

iv. Cost of Living Adjustment (COLA)

The COLA payment will be made effective from the beginning (rather than end) of each of the three agreement years, 2023, 2024 and 2025, where applicable. That COLA payment will be based on the difference between the March Quarter Brisbane CPI in 2023, 2024 and 2025 and the respective year wage increase percentages, capped at 3%.

The date of calculation for the COLA payments will be 30 June 2023, 30 June 2024 and 30 June

2025.

For the first agreement year the COLA payment will be the maximum 3%.

The COLA will be paid with reference to base wages earned under the agreement during the preceding agreement year, excluding allowances or additional payments; and as a one-off lump sum not forming part of base salary and taxed according to the applicable law.

The principles of the broader public sector model COLA clause and Frequently Asked Questions will be applied, including the following specific to the first COLA payment:

- If an employee was employed under the Core Agreement during the year proceeding 30 June 2023, but they are no longer employed under that agreement at the calculation date (including due to a Machinery of Government change), they will still be eligible to receive a COLA payment for the period worked under the agreement provided they remain a Queensland Government employee at that calculation date; and
- It is acknowledged that circumstances may arise where an employee was employed under a nominally expired agreement and subsequently, they left the entity prior to certification of the replacement agreement. The Government recognises the need to support employee mobility across the sector and has made a policy decision that such an employee would remain eligible for a COLA payment where they are a Queensland Government employee at the calculation date. All reasonable efforts will be made to have the first COLA payment for the 2023 Core Agreement paid to employees as quickly as possible after certification.

The drafting of the COLA clause will confirm the requirements for COLA year 1, including:

- the eligibility of employees not previously covered by the Core Agreement, e.g. QBuild Office staff, Office of the Public Guardian Community Visitors, and Multicultural Affairs,
- the eligibility of employees who moved to another agreement as a result of Machinery Government changes e.g. Queensland Shared Services and Corporate Administration Agency up until the 18 May 2023; and
- the exclusion of employees engaged in the Queensland Police Service (including Disaster Management employees who will transition to the Queensland Police Service consistent with the Functional Transition Agreement dated 15 June 2023) who will be covered by a separate agreement.

v. Clauses not to be included

The following clauses will not be included in the 2023 Core Agreement:

- a. clauses regarding a \$1250 one-off payment;

- b. clauses regarding increases to the wages payable under the certified agreement should the Public Sector Wages Policy be varied by the Government during the life of the certified agreement;
- c. clauses regarding increases to the wages payable under the certified agreement because of a State Wage Case. Note, this does not include clauses which state the award rate is payable if the award rate overtakes the certified agreement rate because of the State Wage Case;
- d. clauses regarding wage determination mechanisms which allow the parties or the Queensland Industrial Relations Commission (QIRC) to determine a greater rate of pay than that provided under the agreement;
- e. clauses regarding commitments by the agency to agree to the incorporation of certified agreement rates of pay into underpinning awards, unless sufficient regard is given to maintain a meaningful gap between award and agreement rates of pay;
- f. broadening the scope of items (e.g. allowances) that would currently be classed as 'superannuable' or increasing superannuation in accordance with superannuation guarantee legislation, except as may be required by superannuation law; and
- g. clauses in the current certified agreement that are 'for the life of the Agreement' or which were not intended to be rolled over.

vi. Central matters

The following central matters form part of the in-principle agreement, noting the identification of matters which are to be included as a provision *within the agreement* and the commitments which will be implemented *outside of the agreement*.

a. Australian Qualification Framework (AQF) allowance – the parties agree:

- to amend the provisions *within the agreement* to remove the service requirements and simply provide that employees will be paid the allowance upon attainment. Therefore, employees with the relevant qualification will be eligible for the allowance upon certification of the 2023 Core Agreement, and/or on attainment of the relevant qualification if this occurs after certification with the status quo to be maintained for all other qualifying elements, and
- to increase (index) the allowance in line with the headline wage increases resulting in an 11% increase over the life of the agreement; and
- that *outside the agreement*, the Office of Industrial Relations (OIR) will continue the working party to promote the AQF allowance, including the changes above, and access to training and development, to entities. OIR will also liaise with the Office of the Special Commissioner to further leverage promoting the AQF allowance and understanding of the allowance.

b. Allowances – the parties agree:

- to increase (index) existing wage associated allowances *within the agreement* in line with the headline wage increases (with the exception of percentage based or specific high amount special allowances, and in addition to the allowances in the body of the agreement which are already increased as per section iii above). Specifically, the existing student supervision allowances and Office of Liquor and Gaming non-standard day broken shift allowance will be indexed. This will result in an 11% increase over the life of the agreement for these allowances; and
- to clarify *within the agreement* that the relevant rate for the first aid allowance in the Office of the Governor appendix is the rate payable in the *Queensland Public Service Officers and Other Employees Award State 2015*.

c. *Overtime and On-call* – the parties agree:

- to include provisions *within the agreement* that provide:
 - for entities to develop entity specific guidelines for on-call arrangements in consultation with unions through the agency consultative committee where on-call rosters have been implemented or will be implemented to ensure appropriate arrangements and correct application of entitlements based on industrial instruments;
 - clarification that the relevant rate for on-call is the Core Agreement PO3.4 rate, where that rate is utilised for the purpose of determining the rate payable. As this allowance is linked to a wage rate, the allowance will also increase by 11% over the life of the agreement;
 - a positive obligation on employers and employees to manage accrued time and TOIL balances, including access to these balances with the intention of avoiding forfeiture of time;
 - for entities to review hours of work policies in consultation with unions through the agency consultative committees;
 - for entities to report to unions on the number of accrued time hours forfeited on a six-monthly basis through the agency consultative committees, or when requested by union/s.
- for implementation *outside the agreement*:
 - 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;

- 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); and
- entities will provide unions with a copy of their hours of work policies and documents.

d. Hybrid working arrangements – the parties agree:

- to highlight *within the agreement* an employee's entitlement to request flexible working arrangements in accordance with the *Industrial Relations Act 2016* and in line with the Public Sector Commission's Framework.

e. Right to disconnect – the parties agree:

- to confirm *within the agreement* that matters about impingement of work activities outside of the ordinary hours can be raised in agency consultative committees; and
- that *outside of the agreement*, 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.

f. Classifications and evaluations – the parties agree:

- to clarify *within the agreement* that unions can raise Job Evaluation Management System (JEMs) review requests on behalf of an employee or group of employees through the relevant consultative committee and entities will consult with union/s with respect to the review process where requested.

g. Introduction of new technology – the parties agree:

- to ensure that *within the agreement* artificial intelligence is specifically referenced with respect to introduction of new technology and consequential consultation obligations.

h. Psychosocial hazards – the parties agree:

- to include *within the agreement* a broad acknowledgement of the risks of psychosocial hazards, the Code of Practice, and the legislative framework applying to the risk management of these hazards, and the importance of implementing frameworks in a consultative manner.

i. No disadvantage – the parties agree:

- to reconfirm *within the agreement* the existing no disadvantage clause, with acknowledgement of the Industrial Relations Minister Directive Review on foot and changes that may occur through that process, such as where entitlements are to be provided through another instrument or no longer apply or as otherwise agreed, are not to be matters in which disadvantage or diminution can be disputed.

vii. Agency specific matters

The following entity specific matters form part of the in-principle agreement, noting this is a summary only and further details around these commitments have been provided by the relevant entity to unions via correspondence and/or meetings as agreed between the parties.

a. Department of Energy and Public Works - the parties agree:

- that employees under the *QBuild Office Staff Certified Agreement 2019* will be covered by the Core Agreement;
- application of the same hours of work arrangement for general Core Agreement employees, i.e., spread of 6am – 6pm (as opposed to 7pm), and daily ordinary hours of 9.5 as opposed to 10 hours;
- for implementation *outside the agreement*;
 - the ordinary span of hours and ordinary hours maximum to be updated in relevant policies and systems and the department to educate management on the changes;
 - OO8 positions in QBuild to be reclassified to the AO6 classification level effective from 1 July 2023, with current occupants transferred to the equivalent or next highest paypoint at the AO6 classification level, in accordance with *Directive 10/16 Transfer within and between classification levels and systems*;
 - within 12 months of the certification of the replacement Core Agreement, a review of all occupational groups within the Operational Officer (OO) stream in QBuild. A terms of reference for the review will be developed, in consultation with the relevant unions;
 - a review of current work practices for employees working in correctional centres to align current practices in South-East Queensland Operations to Regional Operations;
 - reduce the delegation to approve an exemption from overtime i.e. ability for overtime to be paid instead of Time off in Lieu; and;
 - a review of the hours of work policy in consultation with the relevant unions through the Agency Consultative Committee (ACC) and provide education/advice to managers and staff on workload management and accrued time practices;
 - ongoing discussions with the relevant unions at the ACC regarding workload management and accrued time leave (ATL) practices, including through the provision of forfeited accrued time data;

- confirmation of EPW's position that ATL should not be forfeited, except for in very limited circumstances which will be incorporated into the policy, which will be developed in consultation with the relevant unions.

b. Department of Agriculture and Fisheries (DAF) – the parties agree:

Queensland Boating and Fisheries Patrol (QBFP) workforce

- to include provisions *within the agreement* that provide for:
 - increase (index) the plain clothing, hardy lying and Marine Animal Rescue Team (MART) allowance in line with the headline wage increases, resulting in an 11% increase over the life of the 2023 Agreement;
 - an alongside accommodation allowance (and indexation of the allowance in line with headline wage increases) for employees required to work and spend overnight on a vessel while at port; and
 - confirmation that due to the recent superannuation changes the night allowance and 192 aggregated weekend and public holiday allowance attracts superannuation.
- for implementation *outside the agreement*:
 - QBFP Role Description Review Strategy and agreed process;
 - QBFP rostering arrangements review;
 - QBFP review of uniforms and standards and recognise access to uniforms for plain-clothes officers;
 - QBFP will continue workforce planning, including strategies for roles in remote locations;
 - review of the existing incentive arrangements provided for under the Public Sector Commission (PSC) Attraction and Retention Directive (Directive) for MART employees with respect to rostering and managing fatigue, and appropriate attraction and retention incentives.

Wild Dog Barrier Fence

- for implementation *outside the agreement*:
 - confirming that employees can request an extra two days special leave for bereavement leave purposes, for the death of an immediate family member;
 - payment of an attraction and retention fortnightly allowance of \$46.70 (Roma employees) and \$114.50 (Quilpie employees), as a result of attraction and retention challenges resulting from regional industry labour shortages in the construction and maintenance industry;
 - commit to employees' workplace health and safety including provision of wet weather bulbs, quality hat, wet weather gear and five sets of spf clothing and the payment of

the applicable uniform allowance in connection with clothing supplied.

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General workforce f

- for implementation *outside the agreement*:
 - publication of DAFs flexible working statement and promotion of the Public Sector Commission's Flex Connect framework;
 - continue to support the DAF Professional and Technical Officer progression scheme;
 - review and update the information on the intranet page with respect to sick leave to ensure compliance with the *Industrial Relations Act 2016* and Ministerial Directive to confirm when it is accessible with respect to appointments; and
 - review of the existing leave guideline to ensure compliance with the *Industrial Relations Act 2016* and Ministerial Directive in consultation with the unions and communicate changes to employees and managers.

c. Department of Environment and Science – the parties agree:

- to include provisions *within the agreement* that provide for flexibility in accrual and access to Rostered Days Off (RDO) for employees under the *Parks and Wildlife Employees Award – State 2016*.
- for implementation *outside the agreement*:
 - the specific detail of RDO flexibility arrangements for employees under the *Parks and Wildlife Employees Award – State 2016* will be included in an hours of work policy;
 - establishment of a progression scheme for permanent OO3 Rangers and Wildlife Officers and development of a policy for the scheme;;
 - undertake a joint review of vessel masters within 6 – 12 months of the agreement with the scope and details formalised through correspondence from the department and any fiscal outcomes subject to Government approval;
 - establishment of a working group to support the review of the existing flexible work policy;
 - review of the existing professional and technical officer progression scheme;
 - review of guidance around the use of paid overtime in lieu of TOIL as well as the delegation;
 - review of the existing sick leave policy to ensure compliance with the *Industrial Relations Act 2016* in consultation with the unions.

d. Office of the Public Guardian – the parties agree:

- that the employees engaged as Community Visitors employed pursuant to the *Public Guardian Act 2014* will be covered by the 2023 Core Agreement;

- to a provision *within the agreement* that provides for Community Visitors to undertake their daily ordinary hours of work over a broken period in circumstances where:
 - the employer requires the hours of work to be performed over a broken period due to operational requirements, noting this will be determined in consultation with the employee and will be minimised where possible; and/or
 - at an employee's election with approval by the employer.
- that further guidance regarding broken work will be provided *outside the agreement*; and
- a commitment *within the agreement* that the Office of the Public Guardian will review and embed elements of the Community Visitor terms and conditions of employment in operational guidance within six months of the 2023 Core Agreement being certified and this will be undertaken in consultation with a Community Visitor Continuous Improvement Group and in consultation with Together Queensland.

e. *Public Trust* – the parties agree:

- *outside the agreement*, to develop a risk management framework under the Queensland code of practice 'Managing the risks of psychosocial hazards at work' and to the creation of a joint working party to develop, consult and seek approval of the framework.

f. *Department of Resources* – the parties agree:

- to the continuation of the existing provision *within the agreement* which provides for the base pay point for Valuers of the State Valuation Service who gain their registration as a valuer to be PO3 classification level paypoint 1; and
- amend clause 2 in the existing appendix to remove the word 'up to' to in relation to payment of Continuing Professional Development of 100% to align to part 3 of the Core which provides that the employer will pay for continuing professional development where qualifications are mandatory to the employee's employment; and
- for implementation *outside the agreement*:
 - development of a policy for the reimbursement of professional registrations fees for all PO and TO employees where registration is mandatory;
 - publishing of a new intranet page to inform employees on overtime cut-off exemptions including approving officer; and
 - amending the wording on the sick leave intranet page to provide clarity around access and use.

g. *Queensland Corrective Services* – the parties agree:

- to include provisions *within the agreement* that:
 - provide for a dog handler's allowance of \$31.55 per day, where a relevant employee is required to kennel a QCS dog at home outside rostered hours (including leave),

- with all equipment and associated costs to care for the dog remaining the responsibility of the employer;
- development a flexible work policy consistent with the *Industrial Relations Act 2016* and the Public Service Commission's Flex Connect Framework by 31 December 2023;
- review all entry level roles across all classifications (AO, PO, OO) under this agreement, and implement strategies to improve the attraction, retention and progression of PO roles during the term of the agreement; and
- for implementation *outside the agreement*, noting they will be added as action items for the Agency Consultative Committee:
 - development of a policy/review of existing recruitment and selection arrangements with respect to backfilling within 6 months of the agreement; and
 - review of on-call arrangements to ensure compliance with industrial instruments.

h. Queensland Audit Office (QAO) – the parties agree:

- to the creation of an appendix for the duration of this agreement only, to provide that:
 - the conditions or entitlements contained within directives (including the substance and effect of any directives in place as they interact with the *Public Sector Act 2022*) that apply at the date of certification will continue to apply;
 - policies will be developed in consultation with the union to continue the operation of the conditions and entitlements in these directives upon commencement of s.14 of the *Integrity and Other Legislation Amendment Act 2022*; and
 - where new directives are made about subject matters not covered by directives as at certification of the 2023 Core Agreement or existing QAO policy, the QAO commits to considering the appropriateness of application. This will occur in consultation with the union;
 - *outside the agreement*, confirm that QAO has no intention to reduce minimum Award entitlements currently applying and intend on continuing their application by seeking an Award variation to confirm coverage of the QAO in the Queensland Public Service Officers and Other Employees Award – State 2015.

i. Queensland Fire and Emergency Services – the parties agree:

- *outside the agreement* to clarify agency arrangements for on-call during the Christmas shutdown period, and payment for prescription safety glasses;

commitments outlined in correspondence to the Australian Manufacturing Workers' Union dated 28 July 2023 regarding the Group Incentive Scheme payment for QFES heavy vehicles trade cohort and implementation of a new classification structure.

j. Department of Housing – the parties agree:

- *outside the agreement* the department, in consultation with the Union and its members, commits to:
 - the Executive Leadership to work directly with the Union and its members through existing consultation mechanisms (e.g., consultative committee/s) to determine mutually agreeable plans to address workload issues and client aggression; and
 - finalising the Occupational Therapist review in its entirety, progressing the review for consideration and approval at the departmental level as soon as possible, and implementing approved recommendations through a joint working party outside the 2023 Core Agreement and subject to any relevant Government approvals.

viii. Further matters

The parties agree that the 2023 Core Agreement will:

- a. include changes required to give effect to commitments currently contained in an existing agreement;
- b. include administrative amendments to give effect to updated legislation and Government policy positions e.g. party name changes, updated legislative references; and
- c. roll over all other existing conditions and entitlements not amended by the matters listed in i to viii of the heads of agreement.

ix. Other claims

The parties agree to the retention of a no further claims clause, which acknowledges that the Agreement is a full and final settlement of all claims raised in the course of bargaining and that no party will pursue any further claims during the life of the 2023 Core Agreement (noting section vi(i)above).

x. Drafting of the new agreement

There will be an immediate commencement of the drafting process for the 2023 Core Agreement document, based on this Heads of Agreement, for the purpose of putting this agreement to ballot as soon as practicable after Government has endorsed the in-principle agreement.

The final draft agreement will be subject to a comprehensive review of content to ensure ongoing relevance, understanding and application of provisions.

xi. Ballot

The parties agree to conduct a secret ballot of employees covered by the 2023 Core Agreement prior to making application for certification of the agreement with the Queensland Industrial Relations

Commission (QIRC). The Government and union parties will recommend the 2023 Core Agreement during the ballot process.

xii. Certification of new agreement

An application will be made to the QIRC for certification of the 2023 Core Agreement, upon a successful ballot of employees, at the earliest available time.

xiii. Termination of existing agreements

The parties agree that upon certification, the 2023 Core Agreement will replace the *State Government Entities Certified Agreement 2019* (insofar as it has application to employees bound by the replacement agreement) and the *QBuild Office Staff Certified Agreement 2019*.

The parties agree to make an application to the QIRC to terminate the *QBuild Office Staff Certified Agreement 2019*.

The parties acknowledge that upon certification of the 2023 Core Agreement, the *State Government Entities Certified Agreement 2019* will only apply to the last remaining cohort of employees covered by that agreement, being Queensland Police Service (QPS) employees subject to the Full Bench determination dated 6 July 2023 in CB/2023/21 (including Disaster Management employees who will transition to the Queensland Police Service consistent with the Functional Transition Agreement dated 15 June 2023). An application to the QIRC will be made to terminate the *State Government Entities Certified Agreement 2019* once the replacement agreement for QPS employees is certified.

Appendix 1 - Union parties to the 2023 Core Agreement.

Appendix 1

The following union's party to the Core agreement are bound by this Heads of Agreement:

- 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.