

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certification of an agreement

Office of the Information Commissioner - Certified Agreement 2015

Matter No. 2015/CA000013

INDUSTRIAL COMMISSIONER THOMPSON

12 January 2016

CERTIFICATE

This matter coming on for hearing before the Commission on 12 January 2016 the Commission certifies the following written agreement:

Office of the Information Commissioner - Certified Agreement 2015 – 2015/CA000013

Made between:

Office of the Information Commissioner

AND

Together Queensland, Industrial Union of Employees.

The agreement was certified by the Commission on 12 January 2016 and shall operate from 12 January 2016 until its nominal expiry on 31 October 2018.

This agreement replaces the Office of the Information Commissioner - Certified Agreement 2013 [CA/2013/40].

By the Commission,

Industrial Commissioner Thompson.

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999, s.156

Information Commissioner

AND

Together Queensland Industrial Union of Employees

(No. CA 13 of 2015)

OFFICE OF THE INFORMATION COMMISSIONER CERTIFIED AGREEMENT 2015

THE AGREEMENT, having been made on the 21 December 2015, BETWEEN the Information Commissioner, Together Queensland Industrial Union of Employees; and the employees of the Information Commissioner witness that the parties mutually agree as follows:

PART 1: APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the *Office of the Information Commissioner – Certified Agreement 2015*.

1.2 Arrangement

| | |
|---|-----|
| Title | 1.1 |
| Arrangement | 1.2 |
| Application | 1.3 |
| Date of Operation | 1.4 |
| Posting of Agreement | 1.5 |
| Relationship to Awards and Industrial instruments | 1.6 |
| Equity Considerations | 1.7 |
| Objectives of This Agreement | 1.8 |
| Definitions and Abbreviations | 1.9 |

PART 2: WAGES AND ALLOWANCES

| | |
|---------------------|-----|
| New Wage Rates | 2.1 |
| No Loss of Show Day | 2.2 |
| No Further Claims | 2.3 |

PART 3: TRAINING

PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS

| | |
|--------------------------|-----|
| Commitment | 4.1 |
| Appropriate Remuneration | 4.2 |

PART 5: PARENTAL LEAVE

PART 6: CULTURAL LEAVE

PART 7: EMPLOYMENT SECURITY AND ORGANISATIONAL CHANGE AND RESTRUCTURE

| | |
|---|-----|
| Employment Security | 7.1 |
| Permanent Employment | 7.2 |
| Organisational change and restructuring | 7.3 |

PART 8: SALARY PACKAGING

PART 9: CONSULTATIVE COMMITTEE

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: REASONABLE WORKLOADS

PART 17: CAREER PATHS AND CLASSIFICATIONS

PART 18: WORK/LIFE BALANCE

PART 19: DOMESTIC AND FAMILY VIOLENCE

PART 20: WORKPLACE BULLYING

PART 21: SPREAD OF HOURS – BRISBANE CENTRAL BUSINESS DISTRICT

1.3 Application

- (1) This Agreement shall apply to persons employed by the Office of the Information Commissioner Queensland.
- (2) The following persons are not covered by this Agreement:
 - (a) Senior Officers under the *Public Service Act 2008*; appointments made on a fixed term declared under s. 121 of the *Public Service Act 2008*; employees engaged under contractual arrangements (this does not refer to employees under ss. 147 and 148 of the *Public Service Act 2008* engaged for a fixed term); and, “banded” officers;
 - (b) The Information Commissioner and any statutory appointment equivalent to a Senior Executive.

1.4 Date of Operation

The Agreement operates from the date of certification until the nominal expiry date of 31 October 2018.

1.5 Posting of Agreement

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

1.6 Relationship to Awards and Industrial Instruments

This Agreement is to be read in conjunction with existing awards and industrial instruments covering employees covered by this Agreement contained in the *Queensland Public Service Officers and Other Employees Award - State 2015*. In the event of any inconsistency with existing awards and industrial instruments, the terms of this Agreement shall take precedence.

1.7 Objectives of This Agreement

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 an effective public sector, delivering quality services to Queenslanders** to support the Government’s priorities and obligations to the community. The public sector will strive for improvements in service delivery, improved efficiency and effectiveness of its operations and activities.

1.8 Equity Considerations

- (1) This Agreement will achieve the principal objects specified in sections 3(c), 3(d) and 3(n) of the *Industrial Relations Act 1999*. We will respect and value the diversity of our employees through helping to prevent and eliminate discrimination
- (2) In addition, the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect, that would contravene the *Anti-Discrimination Act 1991*.

1.9 Definitions and Abbreviations

- “AQF” means the Australian Qualifications Framework. The AQF is a system of fifteen national qualifications in schools, vocational education and training (TAFEs, Agricultural Colleges and private providers) and the higher education sector (mainly universities). The AQF is set out in Appendix 1.
- “CC” means the Consultative Committee
- “CCF” means the Central Consultative Forum
- “CRS” means the Classification and Remuneration System used by the Queensland public service.
- “PSTP” means the Public Services Training Package.

PART 2: WAGES

2.1 New Wage Rates

In recognition of the commitment of the parties as specified in clause 1.7 “Objectives of This Agreement”, the following wage increases shall be available to employees covered by this Agreement:

| | |
|-----------------|------|
| 1 November 2015 | 2.5% |
| 1 November 2016 | 2.5% |
| 1 November 2017 | 2.5% |

The salary schedule is set out in Appendix 2.

2.2 No Loss of Show Day

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

2.3 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 sub-clause (3) herein, 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;
 - (c) Reclassifications.
- (3) The Queensland Industrial Relations Commission State Wage Increases awarded during 2015 and thereafter will not be in addition to the wage increases provided by this Agreement.
- (4) Notwithstanding sub-clause (3) herein, 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.
- (5) Unless inconsistent with the terms of this agreement, the entitlement of employees covered by this agreement as contained in awards, agreements, Ministerial Directives or determinations made under the *Public Service Act 2008* effective at the date this agreement was made shall not be reduced for the life of this agreement.
- (6) It is agreed that 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 Service Act 2008* will be applied.

PART 3: TRAINING

- (1) The parties to this Agreement recognise an ongoing commitment to training and development. It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives.
- (2) 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 agencies’ service delivery

while enhancing job satisfaction and employees' professional growth.

- (3) Training and assessment of competencies may be provided in accordance with the Public Services Training Package or other accredited programs relevant to agency needs to enable employees to meet the requirements of clause 4.1 and 4.2 of this Agreement.

PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS

4.1 Commitment

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

4.2 Appropriate Remuneration

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

| | | |
|---------------------------|-----|-----------------------|
| Certificate IV (AQF IV) | AO2 | \$41.50 per fortnight |
| Diploma (AQF V) | AO3 | \$42.80 per fortnight |
| Advanced Diploma (AQF VI) | AO4 | \$44.60 per fortnight |

PART 5: PARENTAL LEAVE

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

PART 6: CULTURAL LEAVE

Employees may access up to 5 days unpaid cultural leave per year as prescribed at section 40A of the *Industrial Relations Act 1999*.

In addition, eligible employees may also access cultural leave:

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

PART 7: EMPLOYMENT SECURITY

7.1 Employment Security

- (1) The government is committed to maximum employment security for permanent government employees by developing and maintaining a responsive, impartial and efficient government workforce as the preferred provider of existing services to Government and the community.

7.2 Permanent Employment

- (1) The 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.

7.3 Organisational change and restructuring

- (1) The Office of the Information Commissioner is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (2) These commitments are effected through the *Government's Employment Security Policy* and the *Policy on the Contracting-Out of Government Services*.
- (3) The Office of the Information Commissioner shall advise their Consultative Forum (CF) of their intention to implement changes that may affect the employment security of their 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. Departments and agencies are also required where requested to provide relevant unions with a listing of the affected staff comprising name, job title and work location.
- (4) It is acknowledged that management has a right to implement changes to ensure the effective delivery of public services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the CF in a timely

manner either party may refer the matter to CCF for resolution.

- (5) The parties agree that the Office of the Information Commissioner should report to the union on a quarterly basis the current status of employment practices within the agency. This report should be provided on a quarterly basis at the CF. Specifically, the report should detail the following:
 - (a) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;
 - (b) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
 - (c) the number of people engaged through labour hire;
 - (d) any significant variance in the number of permanent employees;
 - (e) the conversion of temporary employees to tenured status.
- (6) Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available. The Employer and employees will comply with all relevant Directives. Where employees refuse 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) All provisions and entitlements relating to organisational change and restructuring can be found in the directives relating to early retirement, redundancy and retrenchment and employment arrangements following workplace change (as amended) which will apply for the life of this Agreement.
- (8) The Office of the Information Commissioner must provide relevant information to the relevant union when it intends to apply the provisions of the directive relating to early retirement, redundancy and retrenchment where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same time the Office of the Information Commissioner's intentions are communicated to the employee. An affected employee must be provided with notice of the Office of the Information Commissioner's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.

PART 8: SALARY PACKAGING

- (1) Salary packaging is available for employees (excluding short-term casual employees) covered by this Agreement in accordance with Queensland Government policy found in the Circular issued from time to time by the Public Service Commission.
- (2) The Office of the Information Commissioner is to apply the following principles for employees that avail themselves of salary packaging:
 - (a) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
 - (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
 - (c) increases or variations in taxation are to be passed to employees as part of their salary package;
 - (d) where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is ***strongly recommended*** to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
 - (e) the employer will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
 - (f) there will be no significant additional administrative workload or other ongoing costs to the employer;
 - (g) any additional administrative and fringe benefit tax costs are to be met by the employee;
 - (h) any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- (3) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.

- (4) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

PART 9: CONSULTATIVE COMMITTEE

- (1) The Office of the Information Commissioner may have an employer-union consultative committee (CC) with agreed terms of reference/operating principles. The consultative committee may be used to facilitate consultation on issues, including those issues arising from the implementation of this Agreement.
- (2) The CC 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.

PART 10: COLLECTIVE INDUSTRIAL RELATIONS

- (1) The Office of the Information Commissioner acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of agencies and public sector units. The principle recognises the important role of unions and the traditionally high levels of union membership in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- (2) The Office of the Information Commissioner as an employer recognises that union membership and coverage issues are determined by the provisions of the Industrial Relations Act 1999 and any determinations of the Queensland Industrial Relations Commission.
- (3) The Office of the Information Commissioner is committed to collective Agreements and will not support non-union Agreements or Queensland Workplace Agreements.

PART 11: ILO CONVENTIONS

The Office of the Information Commissioner as an employer recognises its obligations to give effect to international labour standards including freedom of association, workers' representatives, collective bargaining and equality of opportunity for public sector workers.

PART 12: UNION ENCOURAGEMENT

- (1) The Office of the Information Commissioner recognises the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (2) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (3) Information on the relevant union(s) will be included in induction materials.
- (4) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (5) The Office of the Information Commissioner will provide relevant unions with complete lists of new starters to the workplace on a quarterly basis, unless agreed between the relevant agency and union to be on a more regular basis. This information is to be provided electronically and shall include work location details.
- (6) The Office of the Information Commissioner is also required where requested to provide relevant unions with a listing of current staff comprising name, job title and work location. This information shall be supplied on a six monthly basis, unless agreed between the Office of the Information Commissioner 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 s373(4) of the *Industrial Relations Act 1999*.

PART 13: UNION DELEGATES

- (1) The Office of the Information Commissioner 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) The Office of the Information Commissioner 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, including the secure work environment, are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, email, 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 14: INDUSTRIAL RELATIONS EDUCATION LEAVE

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

PART 15: 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. 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 employee representatives, where appropriate.
- (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, where appropriate, and/or the employee(s) concerned and the immediate supervisor in the first instance. The discussion should take place within one (1) working day and the procedure should not extend beyond seven (7) working days;
 - (b) if the matter is not resolved as per (a) above, it shall be referred by the union representative, where appropriate, 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 seven (7) working days;
 - (c) if the matter remains unresolved it may be referred by the employee and/or his/her union representative to the Public Service Commission and the relevant union, where appropriate, for discussion and appropriate action. This process should not exceed 14 working days;
 - (d) if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.
- (5) Nothing contained in this procedure shall prevent unions or the Public Service Commission 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 16: REASONABLE WORKLOADS

- (1) The Office of the Information Commissioner is committed to working with its employees to address workload management issues.
- (2) The Office of the Information Commissioner should consider the impacts on workloads when organisational change occurs.
- (3) The employer recognises their obligations under the *Workplace Health and Safety Act 2011* when managing workload issues.

PART 17: CAREER PATHS AND CLASSIFICATIONS

- (1) The parties are committed to providing reasonable career opportunities to employees. The parties are committed to provide consistent and transparent classifications across the public sector.
- (2) Where necessary a Public Service Commission representative may assist in the resolution of disagreement over job evaluation outcomes.

PART 18: WORK-LIFE BALANCE

- (1) The Office of the Information Commissioner is committed to establishing workplace practices that improve the balance between work and family for its employees.
- (2) The parties agree that requests by employees to access work-life balance initiatives will be considered provided that it is operationally convenient.

PART 19: DOMESTIC AND FAMILY VIOLENCE

The Office of the Information Commissioner is strongly committed to providing a healthy and safe working environment for all employees. It is recognised that employees sometimes face difficult situations in their work and personal life, such as domestic and family violence, that may affect their attendance, performance at work or safety.

Domestic and family violence occurs when one person in a relevant relationship uses violence and abuse to maintain power and control over the other person. This can include behaviour that is physically, sexually, emotionally, psychologically or economically abusive, threatening, coercive or aimed at controlling or dominating the other person through fear.

Domestic and family violence can affect people of all cultures, religions, ages, genders, sexual orientations, educational backgrounds and income levels.

Managers, supervisors and all employees are committed to making the Office of the Information Commissioner a great place to work. The workplace can make a significant difference to employees affected by domestic and family violence by providing appropriate safety and support measures.

Domestic violence and relevant relationship is that as defined under Division 2 and Division 3 of the *Domestic and Family Violence Protection Act 2012*.

During the life of the agreement the parties will work together to implement key government initiatives to support employees affected by domestic violence and family violence to ensure a supportive environment is provided within the Office of the Information Commissioner.

PART 20: WORKPLACE BULLYING

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

PART 21: SPREAD OF HOURS – 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) In recognition of the problems associated with increased traffic congestion into the Central Business District of Brisbane the parties agree to a wider ordinary spread of hours of 6.00 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 Ministerial 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 clause 1.1 of the Schedule to the Directive shall be 6.00 am 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 affected by these provisions.
- (6) All other conditions contained in Awards and Ministerial Directives relating to overtime, meal breaks and meal allowances shall continue to apply.

SIGNATORIES

Signed by the Information Commissioner:

Rachel Rangihaeata

21/12/15

In the presence of:

Julie Imber

21.12.15

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

Alex Scott

21.12.15

In the presence of:

Nicole Hipkin

21.12.15

Appendix 1: Australian Qualifications Framework

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

| AQF Qualifications | Referred to in this Agreement as: |
|--|--|
| <ul style="list-style-type: none">• Senior Secondary Certificate of Education• Certificate I• Certificate II• Certificate III• Certificate IV• Diploma• Advanced Diploma• Associate Degree• Bachelor Degree• Graduate Certificate• Vocational Graduate Certificate• Graduate Diploma• Vocational Graduate Diploma• Masters Degree• Doctoral Degree | <ul style="list-style-type: none">• AQF I• AQF II• AQF III• AQF IV• AQF V• AQF VI |

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 2: Salary Schedules

| Salary Schedules | | | | | | | |
|---|-----------|------------------------------------|------------------------------------|------------------------------------|--|--|--|
| Office of the Information Commissioner 2015 - Administrative Stream | | | | | | | |
| Classification Level | Pay Point | Salary 01/11/2015 per fortnight | Salary 01/11/2016 per fortnight | Salary 01/11/2017 per fortnight | Annualised Salary following 01/11/2015 Increase | Annualised Salary following 01/11/2016 Increase | Annualised Salary following 01/11/2017 Increase |
| L1 | 1 | \$1,402.60 | \$1,437.70 | \$1,473.60 | \$36,593 | \$37,509 | \$38,445 |
| | 2 | \$1,479.70 | \$1,516.70 | \$1,554.60 | \$38,604 | \$39,570 | \$40,558 |
| | 3 | \$1,556.50 | \$1,595.40 | \$1,635.30 | \$40,608 | \$41,623 | \$42,664 |
| L2 | 1 | \$1,731.20 | \$1,774.50 | \$1,818.90 | \$45,166 | \$46,295 | \$47,454 |
| | 2 | \$1,771.10 | \$1,815.40 | \$1,860.80 | \$46,207 | \$47,362 | \$48,547 |
| | 3 | \$1,812.20 | \$1,857.50 | \$1,903.90 | \$47,279 | \$48,461 | \$49,671 |
| | 4 | \$1,853.50 | \$1,899.80 | \$1,947.30 | \$48,356 | \$49,564 | \$50,804 |
| | 5 | \$1,895.90 | \$1,943.30 | \$1,991.90 | \$49,463 | \$50,699 | \$51,967 |
| | 6 | \$1,940.50 | \$1,989.00 | \$2,038.70 | \$50,626 | \$51,892 | \$53,188 |
| | 7 | \$1,990.40 | \$2,040.20 | \$2,091.20 | \$51,928 | \$53,227 | \$54,558 |
| | 8 | \$2,045.70 | \$2,096.80 | \$2,149.20 | \$53,371 | \$54,704 | \$56,071 |
| L3 | 1 | \$2,186.30 | \$2,241.00 | \$2,297.00 | \$57,039 | \$58,466 | \$59,927 |
| | 2 | \$2,270.70 | \$2,327.50 | \$2,385.70 | \$59,241 | \$60,723 | \$62,241 |
| | 3 | \$2,354.70 | \$2,413.60 | \$2,473.90 | \$61,432 | \$62,969 | \$64,542 |
| | 4 | \$2,438.00 | \$2,499.00 | \$2,561.50 | \$63,606 | \$65,197 | \$66,828 |
| L4 | 1 | \$2,585.20 | \$2,649.80 | \$2,716.00 | \$67,446 | \$69,131 | \$70,858 |
| | 2 | \$2,670.70 | \$2,737.50 | \$2,805.90 | \$69,677 | \$71,419 | \$73,204 |
| | 3 | \$2,756.40 | \$2,825.30 | \$2,895.90 | \$71,913 | \$73,710 | \$75,552 |
| | 4 | \$2,842.60 | \$2,913.70 | \$2,986.50 | \$74,161 | \$76,016 | \$77,916 |
| L5 | 1 | \$2,995.90 | \$3,070.80 | \$3,147.60 | \$78,161 | \$80,115 | \$82,119 |
| | 2 | \$3,082.90 | \$3,160.00 | \$3,239.00 | \$80,431 | \$82,442 | \$84,503 |
| | 3 | \$3,169.40 | \$3,248.60 | \$3,329.80 | \$82,687 | \$84,754 | \$86,872 |
| | 4 | \$3,256.30 | \$3,337.70 | \$3,421.10 | \$84,955 | \$87,078 | \$89,254 |
| L6 | 1 | \$3,437.30 | \$3,523.20 | \$3,611.30 | \$89,677 | \$91,918 | \$94,216 |
| | 2 | \$3,517.70 | \$3,605.60 | \$3,695.70 | \$91,774 | \$94,068 | \$96,418 |
| | 3 | \$3,597.90 | \$3,687.80 | \$3,780.00 | \$93,867 | \$96,212 | \$98,617 |
| | 4 | \$3,677.60 | \$3,769.50 | \$3,863.70 | \$95,946 | \$98,344 | \$100,801 |
| L7 | 1 | \$3,846.20 | \$3,942.40 | \$4,041.00 | \$100,345 | \$102,854 | \$105,427 |
| | 2 | \$3,939.00 | \$4,037.50 | \$4,138.40 | \$102,766 | \$105,335 | \$107,968 |
| | 3 | \$4,031.90 | \$4,132.70 | \$4,236.00 | \$105,189 | \$107,819 | \$110,514 |
| | 4 | \$4,124.30 | \$4,227.40 | \$4,333.10 | \$107,600 | \$110,290 | \$113,047 |
| L8 | 1 | \$4,261.40 | \$4,367.90 | \$4,477.10 | \$111,177 | \$113,955 | \$116,804 |
| | 2 | \$4,343.70 | \$4,452.30 | \$4,563.60 | \$113,324 | \$116,157 | \$119,061 |
| | 3 | \$4,424.90 | \$4,535.50 | \$4,648.90 | \$115,442 | \$118,328 | \$121,286 |
| | 4 | \$4,507.00 | \$4,619.70 | \$4,735.20 | \$117,584 | \$120,525 | \$123,538 |

| Office of the Information Commissioner 2015 - Professional Stream | | | | | | | |
|---|-----------|------------------------------------|------------------------------------|------------------------------------|--|--|--|
| Classification Level | Pay Point | Salary 01/11/2015 per fortnight | Salary 01/11/2016 per fortnight | Salary 01/11/2017 per fortnight | Annualised Salary following 01/11/2015 Increase | Annualised Salary following 01/11/2016 Increase | Annualised Salary following 01/11/2017 Increase |
| L1 | 1 | \$1,432.60 | \$1,468.40 | \$1,505.10 | \$37,376 | \$38,310 | \$39,267 |
| | 2 | \$1,554.20 | \$1,593.10 | \$1,632.90 | \$40,548 | \$41,563 | \$42,601 |
| | 3 | \$1,675.70 | \$1,717.60 | \$1,760.50 | \$43,718 | \$44,811 | \$45,930 |
| | 4 | \$1,797.00 | \$1,841.90 | \$1,887.90 | \$46,882 | \$48,054 | \$49,254 |
| | 5 | \$1,865.10 | \$1,911.70 | \$1,959.50 | \$48,659 | \$49,875 | \$51,122 |
| | 6 | \$1,936.10 | \$1,984.50 | \$2,034.10 | \$50,511 | \$51,774 | \$53,068 |
| | 7 | \$2,020.40 | \$2,070.90 | \$2,122.70 | \$52,711 | \$54,028 | \$55,380 |
| L2 | 1 | \$2,184.00 | \$2,238.60 | \$2,294.60 | \$56,979 | \$58,403 | \$59,864 |
| | 2 | \$2,306.50 | \$2,364.20 | \$2,423.30 | \$60,175 | \$61,680 | \$63,222 |
| | 3 | \$2,428.40 | \$2,489.10 | \$2,551.30 | \$63,355 | \$64,939 | \$66,562 |
| | 4 | \$2,551.00 | \$2,614.80 | \$2,680.20 | \$66,554 | \$68,218 | \$69,925 |
| | 5 | \$2,674.00 | \$2,740.90 | \$2,809.40 | \$69,763 | \$71,508 | \$73,295 |
| | 6 | \$2,795.20 | \$2,865.10 | \$2,936.70 | \$72,925 | \$74,748 | \$76,616 |
| L3 | 1 | \$2,936.20 | \$3,009.60 | \$3,084.80 | \$76,603 | \$78,518 | \$80,480 |
| | 2 | \$3,026.30 | \$3,102.00 | \$3,179.60 | \$78,954 | \$80,929 | \$82,953 |
| | 3 | \$3,116.20 | \$3,194.10 | \$3,274.00 | \$81,299 | \$83,332 | \$85,416 |
| | 4 | \$3,206.60 | \$3,286.80 | \$3,369.00 | \$83,658 | \$85,750 | \$87,895 |
| L4 | 1 | \$3,413.70 | \$3,499.00 | \$3,586.50 | \$89,061 | \$91,286 | \$93,569 |
| | 2 | \$3,501.80 | \$3,589.30 | \$3,679.00 | \$91,359 | \$93,642 | \$95,982 |
| | 3 | \$3,589.70 | \$3,679.40 | \$3,771.40 | \$93,653 | \$95,993 | \$98,393 |
| | 4 | \$3,677.60 | \$3,769.50 | \$3,863.70 | \$95,946 | \$98,344 | \$100,801 |
| L5 | 1 | \$3,846.20 | \$3,942.40 | \$4,041.00 | \$100,345 | \$102,854 | \$105,427 |
| | 2 | \$3,939.00 | \$4,037.50 | \$4,138.40 | \$102,766 | \$105,335 | \$107,968 |
| | 3 | \$4,031.90 | \$4,132.70 | \$4,236.00 | \$105,189 | \$107,819 | \$110,514 |
| | 4 | \$4,124.30 | \$4,227.40 | \$4,333.10 | \$107,600 | \$110,290 | \$113,047 |
| L6 | 1 | \$4,261.40 | \$4,367.90 | \$4,477.10 | \$111,177 | \$113,955 | \$116,804 |
| | 2 | \$4,343.70 | \$4,452.30 | \$4,563.60 | \$113,324 | \$116,157 | \$119,061 |
| | 3 | \$4,424.90 | \$4,535.50 | \$4,648.90 | \$115,442 | \$118,328 | \$121,286 |
| | 4 | \$4,507.00 | \$4,619.70 | \$4,735.20 | \$117,584 | \$120,525 | \$123,538 |