

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Office of the Queensland Ombudsman

AND

Together Queensland, Industrial Union of Employees

(Matter No. CB/2023/56)

OFFICE OF THE QUEENSLAND OMBUDSMAN CERTIFIED AGREEMENT 2022

Certificate of Approval

On 14 June 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **OFFICE OF THE QUEENSLAND OMBUDSMAN CERTIFIED AGREEMENT 2022**

Parties to the Agreement:

- Office of the Queensland Ombudsman; and
- Together Queensland, Industrial Union of Employees.

Operative Date: 14 June 2023

Nominal Expiry Date: 31 October 2025

Previous Agreement: *Office of the Queensland Ombudsman Certified Agreement 2019*

Termination Date of Previous Agreement: 14 June 2023

By the Commission

J.W. MERRELL
Deputy President

14 June 2023

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

Queensland Ombudsman AND Together Queensland Industrial Union of Employees

(Matter No.

OFFICE OF THE QUEENSLAND OMBUDSMAN CERTIFIED AGREEMENT

This AGREEMENT, having been made under the *Industrial Relations Act 2016* on, between the Queensland Ombudsman and Together Queensland Industrial Union of Employees, witnesses that the parties mutually agree as follows:

Table of Contents

PART 1: APPLICATION AND OPERATION	3
1.1 Title	3
1.2 Application	3
1.3 Date of Operation	3
1.4 Posting of Agreement	3
1.5 Relationship to Awards and Industrial Instruments	3
1.6 Objectives of this Agreement	3
1.7 Equity Considerations	3
1.8 Definitions and Abbreviations	4
PART 2: WAGES AND OTHER CONDITIONS	4
2.1 New Wage Rates	4
2.2 Cost of Living Adjustment.....	4
2.3 Directives and QPSOOE Award provisions that apply as a term of this Agreement	7
2.4 No Loss of Show Day	7
2.5 Annual Leave loading payment	7
2.6 No Further Claims	7
2.7 Improving gender equity	8
2.8 Equal remuneration under this Agreement	8
PART 3: TRAINING	8
PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS	9
4.1 Commitment.....	9
4.2 Appropriate Remuneration	9
PART 5: PAID PARENTAL LEAVE	9
PART 6: CULTURAL AWARENESS AND LEAVE	9
PART 7: EMPLOYMENT SECURITY, ORGANISATIONAL CHANGE AND RESTRUCTURE	9
7.1 Employment Security	9
7.2 Permanent Employment	9
7.3 Organisational change and restructuring	10
PART 8: TEMPORARY AND CASUAL EMPLOYMENT	10
PART 9: JOINT CONSULTATIVE COMMITTEE	11
PART 10: COLLECTIVE INDUSTRIAL RELATIONS	11
PART 11: ILO CONVENTIONS	12
PART 12: UNION ENCOURAGEMENT	12
PART 13: UNION DELEGATES	12
PART 14: INDUSTRIAL RELATIONS EDUCATION LEAVE	12
PART 15: SALARY PACKAGING	13
PART 16: WORKLOAD MANAGMENT	14
PART 17: FAIR CAREER PATHS	14
PART 18: WORK-LIFE BALANCE	14
PART 19: INTRODUCTION OF TECHNOLOGY/FUTURE OF WORK.....	14
PART 20: WORKPLACE BULLYING	14
PART 21: SUPPORT FOR WORKERS WITH MENTAL ILLNESS.....	15

PART 22: UNREASONABLE CLIENT BEHAVIOUR	15
PART 23: PREVENTION AND SETTLEMENT OF DISPUTES	15
PART 24: SPREAD OF HOURS – BRISBANE CENTRAL BUSINESS DISTRICT	16
APPENDIX 1: SALARY SCHEDULES.....	18
APPENDIX 2: AUSTRALIAN QUALIFICATIONS FRAMEWORK	20
APPENDIX 3: QUEENSLAND PUBLIC SERVICE OFFICERS AND OTHER EMPLOYEES AWARD – STATE 2015 PROVISIONS WHICH ARE APPLIED AS A TERM OF THIS AGREEMENT	21
APPENDIX 4: DIRECTIVES WHICH ARE APPLIED AS A TERM OF THIS AGREEMENT	22
APPENDIX 5: EMPLOYMENT SECURITY POLICY	23
APPENDIX 6: QUEENSLAND GOVERNMENT POLICY ON THE CONTRACTING-OUT OF SERVICES.....	25
APPENDIX 7: QUEENSLAND GOVERNMENT UNION ENCOURAGEMENT	28

PART 1: APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the Office of the Queensland Ombudsman – Certified Agreement 2022.

1.2 Application

- (1) This Agreement shall apply to Together Queensland, Industrial Union of Employees (“the Union”), the Office of the Queensland Ombudsman (“the Employer”) and persons employed by the Office of the Queensland Ombudsman under the *Ombudsman Act 2001* (“Employees”).
- (2) The following persons are not covered by this Agreement:
 - (a) the Queensland Ombudsman;
 - (b) Senior Executives and Senior Officers (or their equivalents) engaged under the *Ombudsman Act 2001*.

1.3 Date of Operation

The Agreement operates from 1 November 2022 and has a nominal expiry date of 31 October 2025.

1.4 Posting of Agreement

A copy of this Agreement must be displayed in a conspicuous place at the workplace, where it can be easily read by employees in the workplace. Electronic access to this Agreement shall be available and, in addition, it will be available on the Office’s intranet.

1.5 Relationship to Awards and Industrial Instruments

- (1) This Agreement is to be read in conjunction with awards and industrial instruments applying to employees covered by this Agreement. In the event of any inconsistency with these awards and industrial instruments, the terms of this Agreement shall take precedence.
- (2) The conditions of service or terms of employment provided for under section 76 and section 78 of the *Ombudsman Act 2001*, shall continue to apply. In the event of any inconsistency with the conditions of service or terms of employment, the terms of this Agreement will take precedence.

1.6 Objectives of this Agreement

The Office provides a service that affects the daily lives of Queenslanders. The Office is committed to delivering quality services to Queenslanders. The Office will continue to give the people of Queensland timely, effective, independent and a just way of having administrative actions of agencies investigated and improve the quality of decision-making and administrative practices and procedures in agencies.

1.7 Equity Considerations

- (1) This Agreement will achieve the principal objects specified in sections 4(i), 4(j), 4(k), 4(l), 4(m) and 4(r) of the *Industrial Relations Act 2016*. 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* and the *Human Rights Act 2019*.

1.8 Definitions and Abbreviations

Australian Qualifications Framework (AQF) means the national system of recognition for the issue of vocational qualifications. The AQF is set out in Appendix 2

Conditions of Service means the Conditions of Service for Officers of the Office of the Queensland Ombudsman 2020 approved by the Governor in Council

COLA means Cost of Living Adjustment set out in Clause 2.2

Employee means Officers as provided for under section 76 of the *Ombudsman Act 2001* and Temporary and casual staff as provided for by section 78 of the *Ombudsman Act 2001*

MAE Award means the Miscellaneous and Administrative Employees Award – State 2016

QPSOOE Award means the Queensland Public Service and Other Employee Award – State 2015

JCC means the Joint Consultative Committee

Office means Office of the Queensland Ombudsman.

PART 2: WAGES AND OTHER CONDITIONS

2.1 New Wage Rates

- (1) In recognition of the commitment of the parties as specified in clause 1.6 “Objectives of This Agreement”, the following wage increases shall be available to employees covered by this Agreement:

1 November 2022	4%
1 November 2023	4%
1 November 2024	3%

The first wage increase provided under this Agreement will be applied to the legally payable rate. Subsequent wage increases will be applied to the relevant wage rates provided under this Agreement for the preceding year.

The Salary Schedule is set out in Appendix 1.

- (2) No person covered by this Agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant parent award.

2.2 Cost of Living Adjustment Payment

1.2.1 Definitions

The following definitions apply for the purposes of the Cost-of-Living Adjustments (COLA) Payments clause:

agreement year – means one of the three 12-month periods from 1 November in one year to 31 October in the following year that includes a *calculation date*.

base wages – for an *eligible employee*, means the salary actually payable to the particular employee in the relevant *agreement year* for work covered by this Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable. It does not include any other allowances or additional payments howsoever described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken; any payments for TOIL where the TOIL is not taken, COLA payments from previous periods, etc).

calculation date – means, either:

- 31 October 2023 (COLA Payment Year 1); or
- 31 October 2024 (COLA Payment Year 2); or
- 31 October 2025 (COLA Payment Year 3).

COLA payment percentage – see section 2.2.3.2

CPI – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant *agreement year*, as published by the Australian Bureau of Statistics. Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.

Eligible employee – see section 2.2.2.

Queensland government employee – means a person employed in a government entity, as defined in section 24 of the *Public Service Act 2008* as in force at 1 October 2022, and the entities specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of the Act: the parliamentary service, the Governor’s official residence and its associated administrative unit, and the police service.

wage increase under the Agreement – means the wage increase of either 4%, 4% or 3%, as specified in clause 2.1 of this Agreement, that occurs at the commencement of an *agreement year*.

1.2.2 Eligibility

1.2.2.1 *Eligible employees* covered by this Agreement may be entitled to receive Cost of Living Adjustment (COLA) payments based on the *calculation dates*, for up to three years only, and ending for the *calculation date* of 31 October 2025.

1.2.2.2 An employee is an *eligible employee* if they performed work under this Agreement during a relevant *agreement year* and they are covered by this Agreement on the relevant *calculation date* for the associated COLA Payment.

1.2.2.3 In recognition of employee mobility across the sector, where an employee would otherwise be an *eligible employee* in accordance with clause 2.2.2.2, but they are not covered by this Agreement on the relevant *calculation date* due to being employed elsewhere as a *Queensland government employee* on the *calculation date*, they will be deemed to be an *eligible employee* for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee is required to provide relevant details of their eligibility to the Office.

Example – *an employee works for the first 3 months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.*

1.2.2.4 An employee who starts being covered by this Agreement after a calculation date is not eligible for the associated COLA Payment.

Example – *an employee starts being covered by the agreement on 17 November 2023. The employee is not eligible for COLA Payment Year 1.*

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

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

Example two – an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.

Example three – an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months under this Agreement and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the agreement year will reflect 6 months they worked under this Agreement.

- 1.2.2.6** An eligible employee who is casual or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant agreement year because of the definition of *base wages*.

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

- 1.2.2.7** In addition to the other requirements of clause 2.2.2, casual employees are eligible employees provided they have performed work under this Agreement, or as a *Queensland government employee*, within the 12-week payroll period immediately prior to the relevant *calculation date*.

1.2.3 Calculation and payments

Step one

- 1.2.3.1** A COLA Payment is only payable if, for the relevant agreement year, *CPI* exceeds the *wage increase under the Agreement*.

Step two

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

Example one: For COLA Payment Year 3, the agreement year is 1 November 2024 to 31 October 2025. The wage increase under the Agreement is 3% on 1 November 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, i.e. 0.9%. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.

Example two: For COLA Payment Year 1, the agreement year is 1 November 2022 to 31 October 2023. The wage increase under the Agreement is 4% on 1 November 2022. In April 2023, the ABS releases the CPI figure for March 2023 as 7.5%. The COLA Payment is calculated as the difference between 4% and 7.5%, i.e. 3.5%. However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.

Step three

- 1.2.3.3** To calculate an *eligible employee's* COLA Payment, the relevant employee's *base wages* for the *agreement year* are adjusted to determine what their base wages would have been if the relevant wage increase under the Agreement had not been applied for that agreement year. This is done by using the following formula to first determine the value of 'a':

$$a = 100 / (1 + \text{relevant wage increase under the Agreement expressed as a decimal})$$

Then the relevant employee's base wages are then multiplied by 'a', where 'a' is expressed as a percentage:

Example: The wage increase in the Agreement for that agreement year was 4% on 1 October 2022. The base wages payable to the relevant employee for the agreement year from 1 November 2022 to 31 October 2023 is \$90,000. The calculation occurs as follows:

- $a = 100 / (1 + 0.04)$
- $a = 96.1538$
- \$90,000 adjusted by 96.1538% = \$86,538.42.

Step four

1.2.3.4 The figure from clause 2.2.3.3 is then multiplied by the COLA Percentage calculated in clause 3.2 to determine the particular employee's COLA Payment for that *agreement year*.

Example: The COLA percentage is 3%.
\$86,538.42 multiplied by 3% = \$2,596.15

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

1.2.4 Timing of information and payments

1.2.4.1 For *eligible employees* under clause 2.2.2.2, if payable, the relevant COLA Payment will be made within two (2) months following the relevant *calculation date* and release of the *CPI*.

1.2.4.2 For *eligible employees* under clause 2.2.2.3, if payable, the relevant COLA Payment will be made within two (2) months of the employee providing the notice of their employment pursuant to clause 2.2.2.3.

1.2.4.3 The employer will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

2.3 Legislative provisions, directives and QPSOOE Award provisions that apply as a term of this Agreement

The provisions of the QPSOOE Award listed in Appendix 3 and the legislative provisions and directives listed in Appendix 4 are applied as a term of this Agreement.

2.4 No Loss of Show Day

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

2.5 Annual Leave loading payment

Payment of annual leave loading will be consolidated and paid to all employees in December of each year.

2.6 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) It is agreed that 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) It is agreed that any increase in monetary amounts or other entitlements as a result of the Queensland Industrial Relations Commission decisions, applicable government policy or Directives listed in Appendix 4 will be applied.
 - (4) Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in awards, agreements, human resources policies, and Queensland Government Directives at the date this Agreement was made, will not be reduced for the life of this Agreement.
 - (5) Where a Directive applied pursuant to Appendix 4 to this Agreement is repealed pursuant to the *Public Sector Act 2022*, and subsequently a new or replacement Directive is issued which deals with substantially the same subject matter, the new or replacement Directive will be taken to apply.

2.7 Improving gender equity

- (1) The parties acknowledge the benefits of flexibility in the workplace and the employer is committed to supporting flexibility and gender equity in accordance with its legislative obligations.
- (2) The parties agree that cultural change is necessary to ensure flexible work arrangements are not perceived to be gender related and do not result in unintended consequences.
- (3) The parties are committed to driving cultural change with specific emphasis on the promotion of and availability of flexibility measures for all employees irrespective of gender.
- (4) The employer confirms its commitment to supporting women in the workplace and recognises the importance of gender pay equity.

2.8 Equal remuneration under this Agreement

- (1) The agreement provides for remuneration based on 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. The classification structure and associated wage rates are contained in Appendix 1 to this Agreement.

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 the Office's service delivery while enhancing job satisfaction and employees' professional growth.
- (3) Access to assistance under an entity's Study and Research Assistance Scheme (SARAS) policy, to enable employees to obtain skills necessary for career progression will not be unreasonably refused

PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS

4.1 Commitment

- (1) The parties are committed to the principle that financial recompense will be provided for public sector employees who meet the following requirements in the specified classifications:
- (a) an accredited qualification at the AQF level (see Appendix 2) 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 who 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: PAID PARENTAL LEAVE

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

PART 6: CULTURAL AWARENESS AND LEAVE

- (1) The parties recognise the value of diversity in the workplace and the importance of measures that promote diversity and cultural respect, in particular with regard to Aboriginal and Torres Strait Islander peoples and cultures.
- (2) Employees may access up to five days unpaid cultural leave per year as prescribed at section 51 of the *Industrial Relations Act 2016*. In addition, eligible employees may also access cultural leave:
 - (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.
- (3) The Office will report to the Joint Consultative Committee about cultural awareness training and activities.

PART 7: EMPLOYMENT SECURITY, ORGANISATIONAL CHANGE AND RESTRUCTURE

7.1 Employment Security

The Office is committed to maximum employment security for permanent employees by developing and maintaining a responsive, impartial and efficient workforce as the preferred provider of existing services to Government and the community, in accordance with Appendix 5.

7.2 Permanent Employment

The Office is committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be used where permanent employment is not viable or appropriate.

7.3 Organisational change and restructuring

- (1) The Office is committed to limiting organisational restructuring and contracting-out of services.
- (2) These commitments are effected through the *Government's Employment Security Policy* (contained in Appendix 5).
- (3) 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.
- (4) The Office will provide, where requested by the Together Union, the current status of employment practices within the Office. 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) any significant variance in the number of permanent employees;
 - (d) the conversion of temporary employees to tenured status.
- (5) Officers will not be forced into unemployment as a result of organisational change or changes in priority of the Office. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and alternative placement opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available.
- (6) Provisions and entitlements relating to organisational change and restructuring can also be found in the directives relating to early retirement, redundancy and retrenchment (as amended) which will apply for the life of this Agreement.
- (7) The Ombudsman will provide relevant information to the relevant union/s when it intends to apply the provisions of the directive. Such information must be provided at the same time the entity's intentions are communicated to the employee. An affected employee must be provided with notice of the entity's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.
- (8) The parties recognise the cultural diversity, rights, views and expectations of Aboriginal and Torres Strait Islander peoples in the delivery of culturally appropriate services and that additional consultation may be required if changes to these services are proposed to ensure there is a community benefit.

PART 8: TEMPORARY AND CASUAL EMPLOYMENT

- (1) Section 78 of the *Ombudsman Act 2001* provides that the Queensland Ombudsman may employ temporary and casual employees the Queensland Ombudsman considers necessary.
- (2) The Office should not engage permanent officers as temporary employees for the purposes of avoiding the application of probation processes under the *Industrial Relations Act 2016*.
- (3) The Office is committed to fulfilling its obligations and applying the provisions of the Public Sector Act 2022 and directives in relation to the review of the status of employment of long-term temporary and casual employees, which are a term of this agreement in Appendix 4.
- (4) The Office commits to ensure that managers are aware of their responsibilities to undertake performance planning and review processes with temporary employees. Such processes ensure a temporary

employee's performance has been assessed as suitable for possible future conversion to permanent status.

- (5) Casual employment is to be used only in genuine casual circumstances including but not limited to:
 - (a) unexpected labour shortages; and/or
 - (b) operational requirements; and/or
 - (c) sick leave or other short-term leave; and/or (d) short-term workload requirements.
- (6) Where the Office is considering the use of labour hire or external consultants consistent with the Queensland Government's policy on the contracting out of services, it may consider:
 - (a) the economic and efficient use of resources; and
 - (b) alternative employment arrangements (e.g. permanent, casual, secondment or temporary employment).

PART 9: JOINT CONSULTATIVE COMMITTEE

- (1) The parties agree that employees should be consulted about decisions which may affect their employment or welfare, and that meaningful consultation with affected employees leads to improved organisational outcomes.
- (2) The Office will have an employer-union Joint Consultative Committee (JCC) with agreed Terms of Reference and operating principles. The parties to this Agreement agree to review and update the Terms of Reference within six months of the date of certification of this Agreement
- (3) The JCC will be used to facilitate consultation on a broad range of issues, including, but not limited to, discussion of matters arising from this Agreement such as:
 - (a) workload management
 - (b) organisational change and restructuring
 - (c) training
 - (d) union encouragement
 - (e) work-life balance
 - (f) organisational matters such as the review of, changes to or introduction of new workforce management policies;
 - (g) fair career paths
 - (h) improving gender equity
 - (i) cultural awareness activities and training.
 - (j) office space and facilities
 - (k) client aggression,
 - (l) hybrid and remote work arrangements,
 - (m) use of technology and IT systems
 - (n) the implementation of legislative reform affecting the employees or work of the Office
- (4) The JCC 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 acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of the Office.
- (2) The Office supports constructive relations and recognises the need to work collaboratively with the relevant union and officers in a productive manner.

PART 11: ILO CONVENTIONS

The Office 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 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 included in induction materials.
- (3) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (4) The Office will provide where requested by the Together Union, complete lists of new starters (consisting of name, job title, work email and work location) (including floor level where possible), award and employment status (permanent/temporary/casual) to the workplace on a quarterly basis, unless agreed between the relevant entity and union to be on a more regular basis. This information is to be provided electronically.
- (5) The Office is also required where requested to provide the Together Union with a listing of current staff comprising name, job title, work email and work location (including floor level where possible), award and employment status (permanent/temporary/casual). The provision of all staff information to relevant unions shall be consistent with the principles outlined at section 350 of the *Industrial Relations Act 2016*.

PART 13: UNION DELEGATES

- (1) The Office acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (2) Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (3) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, 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 five working days (or the equivalent hours) paid time off (noncumulative) per calendar year to attend industrial relations education sessions, approved by the Queensland Ombudsman.
- (4) Additional leave, over and above five working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than five working days (or the equivalent). Such leave will be subject to consultation between the Queensland Ombudsman, the relevant union and the employee.
- (5) Upon request and subject to approval by the Queensland Ombudsman, 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 Queensland Ombudsman 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: 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.
- (2) The Office 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 16: WORKLOAD MANAGEMENT

- (1) The Office is committed to working with its employees to address workload management issues.
- (2) The Office should consider the impacts on workloads when organisational change occurs.
- (3) The employer recognises their obligations under the Work Health and Safety Act 2011 when managing workload issues.
- (4) Staff may raise work-life concerns through their manager, performance planning, the complaints process and the JCC.

PART 17: FAIR CAREER PATHS

- (1) The Ombudsman is committed to providing reasonable career opportunities to employees in accordance with the Workforce capability and development policy and procedure.
- (2) The Ombudsman acknowledges that absences from the workforce due to family responsibilities and use of flexibility measures should not be considered barriers to progression.
- (3) The Ombudsman will report to the JCC on measures taken to support improved career paths.

PART 18: WORK-LIFE BALANCE

- (1) The Office is committed to workplace practices that improve the balance between work and family for its employees, irrespective of gender.
- (2) The parties agree that requests by employees to access work-life balance initiatives will be considered. Work-life balance initiatives shall include but not be limited to:
- transition to retirement
 - career breaks
 - flexible working arrangements
 - work from home.
- (3) The employer acknowledges the employee's entitlements to request flexible work arrangements in accordance with the *Industrial Relations Act 2016* and its obligations in deciding those requests.

PART 19: INTRODUCTION OF TECHNOLOGY/FUTURE OF WORK

- (1) The parties acknowledge the potential for 'intensification of work' through boundaries between work life and home life being blurred as a result of the inclusion or advancement of technology.
- (2) The Ombudsman acknowledges the Office of Industrial Relations Circular C2/21 'Use Of technology and work/life balance — industrial expectations — guidance for managers' outlining the expectations around the use of personal and/or entity technology.
- (3) The Office, through the CC, will consult on proposed technological change or advancements which may affect or impact on employee's employment

PART 20: WORKPLACE BULLYING

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

- (2) The Office commits to raise further awareness of the protections for employees from bullying and harassment as provided under the *Industrial Relations Act 2016*.

PART 21: SUPPORT FOR WORKERS WITH MENTAL ILLNESS

- (1) The parties recognise that the workplace plays a vital role in assisting employees affected by mental health issues and commits to:
- a) fostering communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support; and
 - b) fostering a respectful, empathetic and inclusive work environment to assist and support employees.
 - c) The Ombudsman will provide/continue to provide mental health first aid training or similar to an appropriate number of employees, over the life of this Agreement, prioritising training for existing Health and Safety Representatives and First Aid Officers who express an interest.
- (2) The employer acknowledges the specialist skills of Employee Assistance Programs (EAP), in particular specialist skills in supporting persons affected by mental health issues. The employer commits to promote the EAP service to employees affected by mental health issues.

PART 22: UNREASONABLE CLIENT BEHAVIOUR

- (1) The parties recognise that unreasonable client behaviour is a workplace health and safety issue which could affect the workplace and agree that unreasonable behaviour by clients towards employees is not acceptable.
- (2) The Ombudsman is committed to developing and implementing strategies to protect employees' workplace health and safety in collaboration with the JCC.

PART 23: PREVENTION AND SETTLEMENT OF DISPUTES

- (1) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by these Conditions, 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. Where the employee has a reasonable concern about an imminent risk to the employee's health or safety, the status quo existing before the emergence of a dispute is to continue while the procedure is being followed. Neither the Queensland Ombudsman nor the employees shall be prejudiced as to the final settlement by the continuation of work.
- (3) Management will provide relevant information and explanation and consult with the employee representatives, where appropriate.
- (4) In the event of any disagreement between the disputing parties as to the interpretation or implementation of these Conditions, 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, where appropriate, and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond seven 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 days

- (c) if the matter remains unresolved it may be referred by the employee and/or his/her union representative to the Queensland Ombudsman and the relevant union, where appropriate, for discussion and appropriate action. This process should not exceed 14 days
 - (d) if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.
- (5) It is acknowledged that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

PART 24: SPREAD OF HOURS – BRISBANE CENTRAL BUSINESS DISTRICT

- (1) For the purpose of part 24 of this Agreement, Central Business District (CBD) of Brisbane means 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 CBD of Brisbane, it is agreed that there shall be a wider ordinary spread of hours of 6am to 7pm 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", the ordinary spread of hours for the purposes of Part C (Excess Travel Time) shall be 6am to 7pm.
- (5) While there is the capacity for an individual employee to have an ordinary spread of hours of 6am to 7pm by mutual agreement under these provisions it 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 as contained in Appendix 3 and 4.

SIGNATORIES

Signed by the Queensland Ombudsman

Anthony Reilly

Anthony Reilly

30/05/2023

In the presence of:

Name of Officer Damien Hitchens

Damien Hitchens

30/05/2023

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

Alex Scott

Alex Scott

30/05/2023

In the presence of:

Name of witness Daniel Goldman

Daniel Goldman

30/05/2023

APPENDIX 1: SALARY SCHEDULES

Queensland Ombudsman 2022 - Administrative Stream

Classification Level	Pay Point	Salary 1/11/2022 per fortnight	Salary 1/11/2023 per fortnight	Salary 1/11/2024 per fortnight	Annualised Salary following 01/11/2022 Increase	Annualised Salary following 01/11/2023 Increase	Annualised Salary following 01/11/2024 Increase
Level 1	1	\$1,691.66	\$1,759.33	\$1,812.11	\$44,134	\$45,899	\$47,276
	2	\$1,784.64	\$1,856.03	\$1,911.71	\$46,560	\$48,422	\$49,875
	3	\$1,877.30	\$1,952.40	\$2,010.97	\$48,977	\$50,936	\$52,464
Level 2	1	\$2,138.69	\$2,224.24	\$2,290.97	\$55,796	\$58,028	\$59,769
	2	\$2,192.00	\$2,279.68	\$2,348.07	\$57,187	\$59,475	\$61,259
	3	\$2,247.48	\$2,337.38	\$2,407.50	\$58,635	\$60,980	\$62,809
	4	\$2,305.13	\$2,397.34	\$2,469.26	\$60,139	\$62,544	\$64,421
	5	\$2,359.52	\$2,453.91	\$2,527.52	\$61,558	\$64,020	\$65,941
	6	\$2,416.09	\$2,512.74	\$2,588.12	\$63,034	\$65,555	\$67,522
	7	\$2,478.10	\$2,577.22	\$2,654.54	\$64,651	\$67,237	\$69,255
	8	\$2,546.63	\$2,648.50	\$2,727.95	\$66,439	\$69,097	\$71,170
Level 3	1	\$2,715.25	\$2,823.86	\$2,908.57	\$70,838	\$73,672	\$75,882
	2	\$2,813.15	\$2,925.68	\$3,013.45	\$73,392	\$76,328	\$78,618
	3	\$2,914.32	\$3,030.90	\$3,121.82	\$76,032	\$79,073	\$81,445
	4	\$3,013.32	\$3,133.85	\$3,227.86	\$78,615	\$81,759	\$84,212
Level 4	1	\$3,189.55	\$3,317.13	\$3,416.64	\$83,212	\$86,541	\$89,137
	2	\$3,290.72	\$3,422.34	\$3,525.01	\$85,852	\$89,286	\$91,964
	3	\$3,394.06	\$3,529.82	\$3,635.72	\$88,548	\$92,090	\$94,853
	4	\$3,496.32	\$3,636.17	\$3,745.26	\$91,216	\$94,864	\$97,710
Level 5	1	\$3,676.90	\$3,823.98	\$3,938.69	\$95,927	\$99,764	\$102,757
	2	\$3,781.33	\$3,932.59	\$4,050.56	\$98,651	\$102,598	\$105,675
	3	\$3,885.76	\$4,041.20	\$4,162.43	\$101,376	\$105,431	\$108,594
	4	\$3,988.02	\$4,147.54	\$4,271.97	\$104,044	\$108,205	\$111,452
Level 6	1	\$4,205.59	\$4,373.81	\$4,505.03	\$109,720	\$114,109	\$117,532
	2	\$4,300.23	\$4,472.24	\$4,606.41	\$112,189	\$116,677	\$120,177
	3	\$4,397.05	\$4,572.93	\$4,710.12	\$114,715	\$119,304	\$122,883
	4	\$4,491.69	\$4,671.36	\$4,811.50	\$117,184	\$121,871	\$125,528
Level 7	1	\$4,690.77	\$4,878.40	\$5,024.75	\$122,378	\$127,273	\$131,091
	2	\$4,803.90	\$4,996.06	\$5,145.94	\$125,329	\$130,343	\$134,253
	3	\$4,913.77	\$5,110.32	\$5,263.63	\$128,196	\$133,324	\$137,323
	4	\$5,023.65	\$5,224.59	\$5,381.33	\$131,062	\$136,305	\$140,394
Level 8	1	\$5,186.82	\$5,394.29	\$5,556.12	\$135,319	\$140,732	\$144,954
	2	\$5,287.99	\$5,499.51	\$5,664.50	\$137,959	\$143,477	\$147,782
	3	\$5,383.72	\$5,599.07	\$5,767.04	\$140,456	\$146,075	\$150,457
	4	\$5,481.63	\$5,700.89	\$5,871.92	\$143,011	\$148,731	\$153,193

Queensland Ombudsman 2022 - Professional Stream

Classification Level	Pay Point	Salary 1/11/2022 per fortnight	Salary 1/11/2023 per fortnight	Salary 1/11/2024 per fortnight	Annualised Salary following 01/11/2022 Increase	Annualised Salary following 01/11/2023 Increase	Annualised Salary following 01/11/2024 Increase
Level 1	1	\$1,727.75	\$1,796.86	\$1,850.77	\$45,075	\$46,878	\$48,285
	2	\$1,874.50	\$1,949.48	\$2,007.96	\$48,904	\$50,860	\$52,386
	3	\$2,020.93	\$2,101.77	\$2,164.82	\$52,724	\$54,833	\$56,478
	4	\$2,226.81	\$2,315.88	\$2,385.36	\$58,095	\$60,419	\$62,232
	5	\$2,320.36	\$2,413.18	\$2,485.57	\$60,536	\$62,958	\$64,846
	6	\$2,411.74	\$2,508.21	\$2,583.46	\$62,920	\$65,437	\$67,400
	7	\$2,514.09	\$2,615.69	\$2,694.16	\$65,590	\$68,241	\$70,288
Level 2	1	\$2,711.99	\$2,820.46	\$2,905.08	\$70,753	\$73,583	\$75,791
	2	\$2,855.58	\$2,969.80	\$3,058.90	\$74,499	\$77,479	\$79,804
	3	\$3,000.26	\$3,120.27	\$3,213.88	\$78,274	\$81,405	\$83,847
	4	\$3,149.30	\$3,275.27	\$3,373.53	\$82,162	\$85,449	\$88,012
	5	\$3,296.16	\$3,428.00	\$3,530.84	\$85,994	\$89,433	\$92,116
	6	\$3,440.84	\$3,578.47	\$3,685.83	\$89,768	\$93,359	\$96,160
Level 3	1	\$3,608.37	\$3,752.70	\$3,865.28	\$94,139	\$97,904	\$100,842
	2	\$3,714.97	\$3,863.57	\$3,979.48	\$96,920	\$100,797	\$103,821
	3	\$3,823.76	\$3,976.71	\$4,096.01	\$99,758	\$103,749	\$106,861
	4	\$3,931.45	\$4,088.71	\$4,211.37	\$102,568	\$106,671	\$109,871
Level 4	1	\$4,176.22	\$4,343.27	\$4,473.56	\$108,954	\$113,312	\$116,711
	2	\$4,281.74	\$4,453.01	\$4,586.60	\$111,707	\$116,175	\$119,660
	3	\$4,387.26	\$4,562.75	\$4,699.63	\$114,460	\$119,038	\$122,609
	4	\$4,491.69	\$4,671.36	\$4,811.50	\$117,184	\$121,871	\$125,528
Level 5	1	\$4,690.77	\$4,878.40	\$5,024.75	\$122,378	\$127,273	\$131,091
	2	\$4,803.90	\$4,996.06	\$5,145.94	\$125,329	\$130,343	\$134,253
	3	\$4,913.77	\$5,110.32	\$5,263.63	\$128,196	\$133,324	\$137,323
	4	\$5,023.65	\$5,224.59	\$5,381.33	\$131,062	\$136,305	\$140,394
Level 6	1	\$5,186.82	\$5,394.29	\$5,556.12	\$135,319	\$140,732	\$144,954
	2	\$5,287.99	\$5,499.51	\$5,664.50	\$137,959	\$143,477	\$147,782
	3	\$5,383.72	\$5,599.07	\$5,767.04	\$140,456	\$146,075	\$150,457
	4	\$5,481.63	\$5,700.89	\$5,871.92	\$143,011	\$148,731	\$153,193

APPENDIX 2: AUSTRALIAN QUALIFICATIONS FRAMEWORK

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

AQF Qualifications	Referred to in this Agreement as:
• Senior Secondary Certificate of Education	• AQF I
• Certificate I	• AQF II
• Certificate II	• AQF III
• Certificate III	• AQF IV
• Certificate IV	• AQF V
• Diploma	• AQF VI
• Advanced Diploma	
• Associate Degree	
• Bachelor Degree	
• Graduate Certificate	
• Vocational Graduate Certificate	
• Graduate Diploma	
• Vocational Graduate Diploma	
• Masters Degree	
• Doctoral Degree	

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

Why is the AQF important?

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

What are the key objectives of the AQF?

The AQF:

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

**APPENDIX 3: QUEENSLAND PUBLIC SERVICE OFFICERS AND OTHER EMPLOYEES AWARD – STATE
2015 PROVISIONS WHICH ARE APPLIED AS A TERM OF THIS AGREEMENT**

- (1) The QPSOOEA Award, provisions listed below, are applied to employees covered by this Agreement:
 - (a) Part 3 - Types of Employment, Consultation and Termination of Employment, only to the extent of the clauses listed below:
 - a. Clause 8.2, Part-time employment
 - b. Clause 8.3, Casual employment
 - (b) Part 4 – Minimum Salary Levels, Allowances and Related Matters
 - (c) Part 5 – Hours of work and related matters
 - (d) Part 6 – Leave of Absence and Public Holidays
 - (e) Schedule 4 – Generic Level Statements - Administrative Stream
 - (f) Schedule 5 - Generic Level Statements - Professional Stream
- (2) If the MAE Award is inconsistent with the QPSOOE Award provisions listed above, the QPSOOE Award prevails, to the extent of any inconsistency.
- (3) A reference to the QPSOOE Award or part of the QPSOOE Award, in this Schedule, is a reference to that instrument or part of that instrument as amended or replaced from time to time.

APPENDIX 4: LEGISLATIVE PROVISIONS AND DIRECTIVES WHICH ARE APPLIED AS A TERM OF THIS AGREEMENT

(1) Minister for Industrial Relations Directives

Directive 10/11 International Travelling, Relieving and Living Expenses
Directive 11/11 Transfer and Appointment Expenses
Directive 10/16 Transfer within and between classification levels and systems
Directive 20/16 Motor Vehicle Allowances
Directive 4/17 Recreation Leave
Directive 5/17 Special Leave
Directive 2/18 Hours, Overtime and Excess Travel
Directive 7/18 Attendance Recording and Reporting Requirements
Directive 8/18 Temporary Employment – End of Contract Payment
Directive 9/18 Study and Examination Leave
Directive 11/18 Long Service Leave
Directive 12/18 Recognition of Previous Service
Directive 1/19 Leave without Salary Credited as Service
Directive 1/20 Employment Arrangements in the Event of a Health Pandemic
Directive 4/20 Higher Duties
Directive 5/20 Paid Parental Leave
Directive 6/20 Sick Leave
Directive 01/23 Domestic Travelling and Relieving Expenses

(2) Provisions of the Public Sector Act 2022

Chapter 3, Part 9, Division 1 Review of non-permanent employment
Chapter 3, Part 9, Division 2 Review of acting or secondment at higher classification level
Chapter 3, Part 3, Recruitment and Selection

(3) Commission Chief Executive Directives

Directive 7/11 Employment Screening
Directive 5/14 Workforce profile and work performance information
Directive 13/14 Court Attendance and Jury Service
Directive 3/20 Support for employees affected by domestic and family violence
Directive 12/20 Recruitment and selection (except clauses 6.1 and 6.2)
Directive 15/20 Positive performance management
Directive 02/23 Review of non-permanent employment
Directive 03/23 Review of acting or secondment at higher classification level

(4) A reference to a Directive or part of a Directive, in this Schedule, is a reference to that instrument or part of that instrument as amended from time to time.

(5) Where a Directive applied pursuant to this Appendix is repealed pursuant to the *Public Sector Act 2022*, and subsequently a new or replacement Directive is issued which deals with substantially the same subject matter, this new or replacement Directive will be taken to apply.

APPENDIX 5: EMPLOYMENT SECURITY POLICY

1. Introduction:

The Queensland Government has restored this employment security policy for government agencies as part of its commitment to restoring fairness for its workforce.

The Government is committed to maximum employment security for permanent government employees (as outlined in section 2 - Application) by developing and maintaining a responsive, impartial and efficient government workforce as the preferred provider of existing services to Government and the community. The workforce's commitment to continue working towards achievement of best practice performance levels makes this commitment possible.

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

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

2. Application:

This policy applies to all permanent employees of Queensland Government agencies (including departments, public service offices, statutory authorities and other government entities as defined under the Public Service Act 2008).

This policy does not apply to government employees who are subject to disciplinary action which would otherwise result in termination of employment, or who are not participating in reasonable opportunities for retraining, deployment or redeployment.

3. Authority:

This policy was approved by Cabinet on 6 July 2020

4. Policy:

4.1 Permanent Employment

The Queensland Government is committed to maximising permanent employment where possible. Fixed term temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. Casual employment should only be utilised where permanent and fixed term temporary employment options have been considered and are not viable or appropriate. Labour hire engagements should only be used in limited circumstances where direct employment is not viable or appropriate and is the least preferred option. Agencies are encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

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

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

- a) that will significantly impact on the government workforce (e.g. significant job reductions, deployment to new locations, alternative service delivery arrangements, etc). The emphasis will be on minimum disruption to the

workforce and maximum placement of affected staff within agencies, and ordinarily organisational restructuring should not result in large scale “spilling” of jobs.

b) that will have major social and economic implications, particularly in regional and rural centres where the government is committed to maintaining government employment. Proposals affecting these centres need to carefully evaluate the impact on communities to ensure that short-term efficiency gains are balanced against the long-term social and economic needs of these communities.

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

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

4.3 Employees affected by organisational change

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

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

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

4.4 Consultation

For further advice on the application of this policy, agencies should consult with the Public Service Commission

APPENDIX 6: Queensland Government Policy on the Contracting-out of Services

1. Application:

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

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

In this regard, the government has restored the following policy on contracting-out of services as part of its commitment to restoring fairness for the government workforce. This policy¹ applies to all Queensland Government agencies (including departments, public service offices, statutory authorities, and other government entities as defined under the Public Service Act 2008) and all tenured employees of these agencies. The government recognises that, in the case of Queensland Health (comprising the Department of Health and the Hospital and Health Services), public health services are provided through a mix of in-house delivered services and partnerships with non-government, community and private sector health providers.

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

Similarly, services contracted to community service providers through grant programs or as recurrently funded programs are not regarded as being contracted-out for the purposes of this policy.

This policy does not apply to the normal purchase of inputs to government agencies such as office supplies and consultancies. It does however apply to contractual arrangements such as cleaning and other 'hotel' type services.

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

2. Authority:

This policy was released on 16 January 2016

3. Policy:

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

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

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

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

- why the service cannot continue to be delivered by government agencies;
- the impact on the government workforce;
- how the proposed initiative will improve government service delivery;
- any social and/or economic impact on the Queensland community;
- the impact on regional and rural communities, where relevant, particularly in regard to maintenance of public employment in regional and rural Queensland;
- the impact on future competitive tendering in a market where the government will have no capacity to bid;
- communication and consultation strategies, including managing the impact on the tenured government workforce, and workforce transition plans for deployment, redeployment and retraining; and

- the cost implications for government.

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

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

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

3.2 Services currently contracted-out

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

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

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

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

3.3 New services

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

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

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

3.4 Services in replacement facilities

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

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

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

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

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

3.5 Implementing the Policy on the Contracting-Out of Services

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

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

APPENDIX 7: QUEENSLAND GOVERNMENT UNION ENCOURAGEMENT

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

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

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

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