

**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/2020/29)*

**OFFICE OF THE QUEENSLAND OMBUDSMAN CERTIFIED AGREEMENT 2019**

**Certificate of Approval**

On 27 July 2020, 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 2019

**Parties to the Agreement:**

- Office of the Queensland Ombudsman
- Together Queensland, Industrial Union of Employees

**Operative Date:** 27 July 2020

**Nominal Expiry Date:** 31 October 2022

Dated 27 July 2020

J. C. DWYER  
Industrial Commissioner

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 2016*

Queensland Ombudsman AND Together Queensland Industrial Union of Employees

(Matter No. CB 29 of 2020)

**OFFICE OF THE QUEENSLAND OMBUDSMAN CERTIFIED AGREEMENT 2019**

This AGREEMENT, having been made under the *Industrial Relations Act 2016* on 27 July 2020, between the Queensland Ombudsman and Together Queensland Industrial Union of Employees, witnesses that the parties mutually agree as follows:

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## **PART 1: APPLICATION AND OPERATION**

### **1.1 Title**

This Agreement shall be known as the Office of the Queensland Ombudsman – Certified Agreement 2020.

### **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 2019 and has a nominal expiry date of 31 October 2022.

### **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(c), 4(d), and 4(n) 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

**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 1.7 “Objectives of This Agreement”, the following wage increases shall be available to employees covered by this Agreement:

1 November 2019	2.5 %
1 November 2020	nil wage increase
1 November 2021	2.5 %
1 May 2022	2.5 %

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 One-off Payment

- (1) A one-off payment of \$1,250 (pro rata for part-time and casual employees) will be payable following certification of this Agreement to eligible employees employed in the classifications identified in this clause. An eligible employee is defined as:

- a) a permanent or temporary employee employed under this Agreement as at the date of certification of this Agreement (whether on leave); or
- b) a casual employee employed under this Agreement as at the date of certification. A casual employee is defined as an employee who has ‘continuity of service’ under this Agreement, i.e. must have worked at some point in the three months immediately prior to the date of certification.

- (2) The classification levels up to AO8 or equivalent under this Agreement which are eligible for the payment are:

- a) All classifications employed under this Agreement in accordance with Appendix 1 Salary Schedule.

- (3) The one-off payment will be paid as soon as practicable following the certification date of this Agreement by the Queensland Industrial Relations Commission and will not form part of future certified Agreements.

- (4) The \$1,250 'one-off payment' will be paid pro rata to part-time employees based on their part-time status as at, or average ordinary hours worked in the preceding 12 months prior to, the date of certification of this Agreement, whichever is the greater (capped at \$1,250).
- (5) For casual employees, the pro rata payment will be based upon the average ordinary hours worked by that casual employee in the preceding 12 months prior to the date of certification of this Agreement (capped at \$1,250).
- (6) However, if the casual employee has been employed on a casual basis for a period less than 12 months prior to the date of certification of this Agreement, their pro rata payment will be calculated based on their average hours of work over the period of their employment.
- (7) This payment is a one-off payment, subject to tax and will not form part of base salary.
- (8) Employees who have ceased employment prior to the date of certification will not be eligible for the payment.
- (9) Eligible employees who have returned from parental leave on a part-time arrangement between the operative date of this Agreement and date of certification of this Agreement, will have their payment calculated based upon the greater of their FTE employment status:
  - a) immediately prior to commencing parental leave; or
  - b) as at the certification date of this Agreement.

## **2.2 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 directives listed in Appendix 4 are applied as a term of this Agreement.

### **2.3 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.

### **2.4 Annual Leave loading payment**

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

### **2.5 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) The parties anticipate that Whole of Government policy may be amended over the life of this Agreement including through reviews and initiatives driven by the Public Service Commission. The Ombudsman Office is committed to honouring improvements in employee entitlements with respect to gender equity in accordance with changes to Whole of Government policy, where there is no diminution of entitlements. Amendments could include, but are not limited to, parental leave, annual progressions regardless of employment fraction and employment security.

## **2.6 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.

## **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.

## **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 5.1:

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 4.

### **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.

#### **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 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, 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.
- (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) 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 and work location. The provision of all staff information to relevant unions shall be consistent with the principles outlined at section 351 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 (non-cumulative) 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: 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 20: 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.
- (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 21: 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.

**PART 22: 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 23: SPREAD OF HOURS – BRISBANE CENTRAL BUSINESS DISTRICT**

- (1) For the purpose of part 23 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:

Phillip Nelson Clarke

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03/07/2020

In the presence of:

Peter Kevin Cantwell

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03/07/2020

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

Alexander Scott

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03/07/2020

In the presence of:

Bonita Taylor-Goldsmith

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03/07/2020

## APPENDIX 1: SALARY SCHEDULES

## Queensland Ombudsman 2019 - Administrative Stream

Classification Level	Pay Point	Salary 1/11/18 per fortnight	Salary 01/11/2019 per fortnight	Salary 01/11/2021 per fortnight	Salary 01/05/2022 per fortnight	Annualised Salary following 01/11/2018 Increase	Annualised Salary following 01/11/2019 Increase	Annualised Salary following 01/11/2021 Increase	Annualised Salary following 01/05/2022 Increase
L1	1	\$1,510.40	\$1,548.20	\$1,586.90	\$1,626.60	\$39,405	\$40,391	\$41,401	\$42,436
	2	\$1,593.50	\$1,633.30	\$1,674.10	\$1,716.00	\$41,573	\$42,611	\$43,676	\$44,769
	3	\$1,676.20	\$1,718.10	\$1,761.10	\$1,805.10	\$43,730	\$44,824	\$45,945	\$47,093
L2	1	\$1,864.40	\$1,911.00	\$1,958.80	\$2,007.80	\$48,640	\$49,856	\$51,103	\$52,381
	2	\$1,907.30	\$1,955.00	\$2,003.90	\$2,054.00	\$49,760	\$51,004	\$52,280	\$53,587
	3	\$1,951.50	\$2,000.30	\$2,050.30	\$2,101.60	\$50,913	\$52,186	\$53,490	\$54,829
	4	\$1,996.00	\$2,045.90	\$2,097.00	\$2,149.40	\$52,074	\$53,375	\$54,709	\$56,076
	5	\$2,041.70	\$2,092.70	\$2,145.00	\$2,198.60	\$53,266	\$54,596	\$55,961	\$57,359
	6	\$2,089.70	\$2,141.90	\$2,195.40	\$2,250.30	\$54,518	\$55,880	\$57,276	\$58,708
	7	\$2,143.50	\$2,197.10	\$2,252.00	\$2,308.30	\$55,922	\$57,320	\$58,752	\$60,221
	8	\$2,202.90	\$2,258.00	\$2,314.50	\$2,372.40	\$57,471	\$58,909	\$60,383	\$61,894
L3	1	\$2,354.40	\$2,413.30	\$2,473.60	\$2,535.40	\$61,424	\$62,961	\$64,534	\$66,146
	2	\$2,445.30	\$2,506.40	\$2,569.10	\$2,633.30	\$63,795	\$65,389	\$67,025	\$68,700
	3	\$2,535.70	\$2,599.10	\$2,664.10	\$2,730.70	\$66,154	\$67,808	\$69,504	\$71,241
	4	\$2,625.50	\$2,691.10	\$2,758.40	\$2,827.40	\$68,497	\$70,208	\$71,964	\$73,764
L4	1	\$2,783.90	\$2,853.50	\$2,924.80	\$2,997.90	\$72,629	\$74,445	\$76,305	\$78,212
	2	\$2,876.00	\$2,947.90	\$3,021.60	\$3,097.10	\$75,032	\$76,908	\$78,831	\$80,800
	3	\$2,968.30	\$3,042.50	\$3,118.60	\$3,196.60	\$77,440	\$79,376	\$81,361	\$83,396
	4	\$3,061.20	\$3,137.70	\$3,216.10	\$3,296.50	\$79,864	\$81,859	\$83,905	\$86,002

L5	1	\$3,226.30	\$3,307.00	\$3,389.70	\$3,474.40	\$84,171	\$86,276	\$88,434	\$90,644
	2	\$3,320.00	\$3,403.00	\$3,488.10	\$3,575.30	\$86,615	\$88,781	\$91,001	\$93,276
	3	\$3,413.00	\$3,498.30	\$3,585.80	\$3,675.40	\$89,042	\$91,267	\$93,550	\$95,888
	4	\$3,506.60	\$3,594.30	\$3,684.20	\$3,776.30	\$91,484	\$93,772	\$96,117	\$98,520
L6	1	\$3,701.60	\$3,794.10	\$3,889.00	\$3,986.20	\$96,571	\$98,984	\$101,460	\$103,996
	2	\$3,788.10	\$3,882.80	\$3,979.90	\$4,079.40	\$98,828	\$101,298	\$103,832	\$106,427
	3	\$3,874.50	\$3,971.40	\$4,070.70	\$4,172.50	\$101,082	\$103,610	\$106,200	\$108,856
	4	\$3,960.30	\$4,059.30	\$4,160.80	\$4,264.80	\$103,320	\$105,903	\$108,551	\$111,264
L7	1	\$4,142.00	\$4,245.60	\$4,351.70	\$4,460.50	\$108,061	\$110,763	\$113,532	\$116,370
	2	\$4,241.90	\$4,347.90	\$4,456.60	\$4,568.00	\$110,667	\$113,432	\$116,268	\$119,175
	3	\$4,341.90	\$4,450.40	\$4,561.70	\$4,675.70	\$113,276	\$116,106	\$119,010	\$121,984
	4	\$4,441.40	\$4,552.40	\$4,666.20	\$4,782.90	\$115,872	\$118,768	\$121,736	\$124,781
L8	1	\$4,589.00	\$4,703.70	\$4,821.30	\$4,941.80	\$119,722	\$122,715	\$125,783	\$128,927
	2	\$4,677.70	\$4,794.60	\$4,914.50	\$5,037.40	\$122,037	\$125,086	\$128,214	\$131,421
	3	\$4,765.10	\$4,884.20	\$5,006.30	\$5,131.50	\$124,317	\$127,424	\$130,609	\$133,876
	4	\$4,853.60	\$4,974.90	\$5,099.30	\$5,226.80	\$126,626	\$129,790	\$133,036	\$136,362

### Queensland Ombudsman 2019 - Professional Stream

Classification Level	Pay Point	Salary 1/11/18 per fortnight	Salary 01/11/2019 per fortnight	Salary 01/11/2021 per fortnight	Salary 01/05/2022 per fortnight	Annualised Salary following 01/11/2018 Increase	Annualised Salary following 01/11/2019 Increase	Annualised Salary following 01/11/2021 Increase	Annualised Salary following 01/05/2022 Increase
L1	1	\$1,542.70	\$1,581.30	\$1,620.80	\$1,661.30	\$40,248	\$41,255	\$42,285	\$43,342
	2	\$1,673.70	\$1,715.50	\$1,758.40	\$1,802.40	\$43,665	\$44,756	\$45,875	\$47,023
	3	\$1,804.50	\$1,849.60	\$1,895.80	\$1,943.20	\$47,078	\$48,254	\$49,460	\$50,696
	4	\$1,935.10	\$1,983.50	\$2,033.10	\$2,083.90	\$50,485	\$51,748	\$53,042	\$54,367
	5	\$2,008.50	\$2,058.70	\$2,110.20	\$2,163.00	\$52,400	\$53,709	\$55,053	\$56,431
	6	\$2,085.00	\$2,137.10	\$2,190.50	\$2,245.30	\$54,396	\$55,755	\$57,148	\$58,578

	7	\$2,175.80	\$2,230.20	\$2,286.00	\$2,343.20	\$56,764	\$58,184	\$59,639	\$61,132
L2	1	\$2,352.00	\$2,410.80	\$2,471.10	\$2,532.90	\$61,361	\$62,895	\$64,469	\$66,081
	2	\$2,483.90	\$2,546.00	\$2,609.70	\$2,674.90	\$64,802	\$66,423	\$68,084	\$69,785
	3	\$2,615.10	\$2,680.50	\$2,747.50	\$2,816.20	\$68,225	\$69,932	\$71,680	\$73,472
	4	\$2,747.20	\$2,815.90	\$2,886.30	\$2,958.50	\$71,672	\$73,464	\$75,301	\$77,184
	5	\$2,879.60	\$2,951.60	\$3,025.40	\$3,101.00	\$75,126	\$77,004	\$78,930	\$80,902
	6	\$3,010.10	\$3,085.40	\$3,162.50	\$3,241.60	\$78,530	\$80,495	\$82,506	\$84,570
L3	1	\$3,161.90	\$3,240.90	\$3,321.90	\$3,404.90	\$82,491	\$84,552	\$86,665	\$88,830
	2	\$3,259.10	\$3,340.60	\$3,424.10	\$3,509.70	\$85,027	\$87,153	\$89,331	\$91,565
	3	\$3,355.90	\$3,439.80	\$3,525.80	\$3,613.90	\$87,552	\$89,741	\$91,985	\$94,283
	4	\$3,453.20	\$3,539.50	\$3,628.00	\$3,718.70	\$90,091	\$92,342	\$94,651	\$97,017
L4	1	\$3,676.20	\$3,768.10	\$3,862.30	\$3,958.90	\$95,908	\$98,306	\$100,764	\$103,284
	2	\$3,771.00	\$3,865.30	\$3,961.90	\$4,060.90	\$98,382	\$100,842	\$103,362	\$105,945
	3	\$3,865.70	\$3,962.30	\$4,061.40	\$4,162.90	\$100,852	\$103,372	\$105,958	\$108,606
	4	\$3,960.30	\$4,059.30	\$4,160.80	\$4,264.80	\$103,320	\$105,903	\$108,551	\$111,264
L5	1	\$4,142.00	\$4,245.60	\$4,351.70	\$4,460.50	\$108,061	\$110,763	\$113,532	\$116,370
	2	\$4,241.90	\$4,347.90	\$4,456.60	\$4,568.00	\$110,667	\$113,432	\$116,268	\$119,175
	3	\$4,341.90	\$4,450.40	\$4,561.70	\$4,675.70	\$113,276	\$116,106	\$119,010	\$121,984
	4	\$4,441.40	\$4,552.40	\$4,666.20	\$4,782.90	\$115,872	\$118,768	\$121,736	\$124,781
L6	1	\$4,589.00	\$4,703.70	\$4,821.30	\$4,941.80	\$119,722	\$122,715	\$125,783	\$128,927
	2	\$4,677.70	\$4,794.60	\$4,914.50	\$5,037.40	\$122,037	\$125,086	\$128,214	\$131,421
	3	\$4,765.10	\$4,884.20	\$5,006.30	\$5,131.50	\$124,317	\$127,424	\$130,609	\$133,876
	4	\$4,853.60	\$4,974.90	\$5,099.30	\$5,226.80	\$126,626	\$129,790	\$133,036	\$136,362



## 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: DIRECTIVES WHICH ARE APPLIED AS A TERM OF THIS AGREEMENT**

## (1) Minister for Industrial Relations Directives

Directive 9/11 Domestic travelling and relieving expenses
Directive 10/11 International travelling, relieving and living expenses
Directive 11/11 Transfer and appointment expenses
Directive 10/16 Transfer within and between classification level and system
Directive 20/16 Motor vehicle allowance
Directive 04/17 Recreation leave
Directive 05/17 Special leave
Directive 02/18 Hours, overtime and excess travel
Directive 03/18 Higher duties
Directive 06/18 Employment arrangements in the event of a human influenza pandemic
Directive 07/18 Attendance recording and reporting requirements
Directive 08/18 Temporary Employment- End of Contract Payment
Directive 09/18 Study and examination leave
Directive 10/18 Sick leave
Directive 11/18 Long service leave
Directive 12/18 Recognition of previous service
Directive 15/18 Leave without salary credited as service
Directive 17/18 Paid parental leave

## (2) Commission Chief Executive Directives

Directive 07/11 Employment screening
Directive 15/13 Recruitment and selection (except clauses 9.1 and 9.2)
Directive 5/14 Work profile and work performance information
Directive 13/14 Court attendance and jury service
Directive 4/15 Support for employees affected by domestic and family violence
Directive 01/17 Conversion of casual employees to permanent employment
Directive 08/17 Temporary Employment

- (3) 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.

## 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<sup>1</sup> for permanent government employees (as outlined in section 2 – Application) by developing and maintaining a responsive, impartial and efficient government workforce as the preferred provider of existing services to Government and the community. The workforce’s commitment to continue working towards achievement of best practice performance levels makes this commitment possible.

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

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

### 2. Application

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

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

### 3. Authority

This policy was approved by Cabinet on 30 March 2015.

### 4. Policy

#### 4.1 Permanent Employment

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

#### 4.2 Organisational change and restructuring

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

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

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

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 decided to introduce major organisational change or restructuring, it will notify affected employees/unions and discuss the changes as early as practicable. This may be undertaken through forums such as Agency Consultative Committees.

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

#### *4.3 Employees affected by organisational change*

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

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

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

#### *4.4 Consultation*

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

## **APPENDIX 6: 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.