

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 - s 193 - certification of an agreement*

State of Queensland (Department of Education)

AND

Together Queensland, Industrial Union of Employees

*(Matter No. CB/2023/51)*

**Department of Education Certified Agreement 2022**

**Certificate of Approval**

On 24 May 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016* (Qld):

**Name of Agreement:** **Department of Education Certified Agreement 2022**

**Parties to the Agreement:**

- State of Queensland (Department of Education)
- Together Queensland, Industrial Union of Employees

**Operative Date:** 24 May 2023

**Nominal Expiry Date:** 31 August 2025

**Previous Agreement:** Department of Education Certified Agreement 2019

**Termination Date of Previous Agreement:** 24 May 2023

By the Commission

J.M. POWER  
Industrial Commissioner

24 May 2023

**Department of Education Certified Agreement 2022**

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## **PART 1 PRELIMINARY**

### **1.1 Title**

This Agreement will be known as the *Department of Education Certified Agreement 2022*.

### **1.2 Application**

- (a) This Agreement will apply to:
  - (i) the State of Queensland;
  - (ii) Together Queensland, Industrial Union of Employees;
  - (iii) employees employed by the State of Queensland, employed in the Department of Education in the occupation of Community Education Counsellor to whom the *Teaching in State Education Award - State 2016* applies;
  - (iv) employees employed by the State of Queensland, employed in the Department of Education to whom the following awards apply except the employees listed in clause 1.2(b) below:
    - A. *Queensland Public Service Officers and Other Employees Award- State 2015*; and
    - B. *General Employees (Queensland Government Departments) and other Employees Award – State 2015*.
- (b) This Agreement will not apply to employees employed in the occupations of Teachers, Nurses, Teacher Aides and Cleaners.

### **1.3 Date and Period of Operation**

- (a) This agreement shall operate from certification date and remain in force until 31 August 2025 (nominal expiry date). The parties have agreed that the terms of the Agreement will be given operative effect on and from 1 September 2022, unless otherwise specified in this Agreement.
- (b) For the purpose of section s228(3)(a) of the *Industrial Relations Act 2016*, this Agreement shall be terminated upon the certification of a replacement agreement or the making of a replacement arbitration determination in relation to the employees covered by this Agreement, unless otherwise agreed by the parties.

### **1.4 Access to the Agreement**

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

### **1.5 Relationship to Awards and Industrial Agreements**

- (a) This Agreement is to be read in conjunction with the following Awards as amended or replaced from time to time and industrial instruments covering employees bound by this Agreement:
  - (i) *Queensland Public Service Officers and Other Employees Award – State 2015*;
  - (ii) *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*; and
  - (iii) *Teaching in State Education Award – State 2016* only insofar as it applies to Community Education Counsellors.

- (b) The provisions of these Awards and industrial instruments, as amended from time to time shall apply, provided that any amendment which would result in a diminution of an employees' entitlements and/or condition that existed at the commencement of this Agreement shall not apply.
- (c) In the event of any inconsistency with these Awards and industrial instruments, the terms of this Agreement will take precedence.

## **1.6 Negotiations for a replacement Agreement**

- (a) The parties agree to commence negotiations six months prior to the expiry of this Agreement, with a view to negotiating and settling a replacement Agreement.

## **1.7 Objectives of this Agreement**

The public sector is a major employer in the State and provides a service that affects the daily lives of all Queenslanders. The parties are committed to an effective public sector, delivering quality services to Queenslanders to support the Government's priorities and obligations to the community. The public sector will strive for improvements in service delivery, improved efficiency and effectiveness of its operations and activities.

## **1.8 Commitments of this Agreement**

- (a) Review of state school resourcing arrangements
  - (i) The Department commits to undertake a comprehensive review of school resourcing arrangements, including methodologies, procedures and systems.
  - (ii) The review is to be completed and presented to the Minister for Education by no later than 31 December 2024. It is anticipated that, subject to appropriate approvals by Government, outcomes of the review will inform negotiations for a future certified agreement.
  - (iii) The review will consider contemporary approaches to needs based school resourcing across diverse systems, with an aim to ensure that arrangements into the future are simple, fair, transparent and predictable.
  - (iv) Amongst other factors, the review will consider:
    - Public service positions in schools;
    - Science Technicians;
    - Administrative resourcing in schools;
    - IT Officers;
    - Therapy and wellbeing resources;
    - Agricultural assistants and Unit Support Officers, taking into consideration the outcomes/ recommendations of the 2018 review into work arrangements; and
    - Consistency of staff numbers.
  - (v) The parties acknowledge that school resourcing involves all areas/services of the Department and the review will therefore involve a number of stakeholders and unions.
  - (vi) A governance and consultative committee structure will be developed for the review. Together Queensland will have representation within this structure.
  - (vii) Any proposals or recommendations arising from the review that have cost or operational implications will be subject to the normal Department and/or Executive Government approvals.
- (b) AO2 arrangements

- (i) The Department values AO2 roles and the important administrative function they provide. These roles offer an entry pathway to attract new and diverse talent into the organisation, as well as providing individuals with an opportunity to acquire a range of skills and experience that can help to build a successful career.
- (ii) The AO2 arrangements clause 1.8(b) applies to all AO2 employees including those in school-based and non-school-based environments.
- (iii) The Department provides a process for employees to seek an evaluation of their duties and responsibilities in accordance with the Job Evaluation Management System (JEMS). To support AO2s to engage with this process, the Department will develop a policy in consultation with the union that provides:
  - A. A simplified benchmarking process to assist the employee to assess if their current duties and responsibilities indicate higher level of work to warrant a JEMS evaluation (e.g. duties and responsibilities required are more in line with AO3 requirements).
  - B. That the process will include an automatic review if an employee's application for JEMS evaluation of their role is not endorsed by their supervisor to progress to the review stage.
  - C. Guidance for the decision maker following the outcome of the JEMS evaluation.

## **1.9 Equity Considerations**

- (a) 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.
- (b) 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*.
- (c) This 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 salaries are contained within Appendix 1 of this Agreement.

## **1.10 No Further Claims**

- (a) 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.
- (b) Subject to sub-clause 1.10(c) herein, this Agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- (c) The following changes may be made to employees' rights and entitlements during the life of this Agreement:
  - (i) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
  - (ii) Any improvements in conditions that are determined on a whole-of-government basis; and
  - (iii) Reclassifications.
- (d) Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in awards, certified agreements, QIRC orders, determinations or directives made under the *Public Sector Act 2022* effective at the date this Agreement operates from shall not be reduced for the life of this Agreement.

- (e) Any increases in monetary amounts or other entitlements as a result of Queensland Industrial Relations Commission decisions, government policy, or directives made under the *Public Sector Act 2022* will be applied.
- (f) It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant parent award.

### 1.11 Definitions and Abbreviations

- (a) **ACC** means the Agency Consultative Committee.
- (b) **Australian Qualifications Framework (AQF)** means the national system of recognition for the issue of vocational qualifications. The AQF is set out in Appendix 3.
- (c) **CC** means a Consultative Committee.
- (d) **Commission** means the Queensland Industrial Relations Commission (QIRC).
- (e) **CRS** means the Classification and Remuneration System used by the Queensland Public Service.
- (f) **ECC** means Education Consultative Committee.
- (g) **Employer** means the Director-General of the Department of Education (Department) or the delegate of the Director-General.
- (h) **PSTP** means Public Sector Training Package.
- (i) **Union** means Together Queensland, Industrial Union of Employees.

## PART 2 CONSULTATION

### 2.1 Statement of Intent Regarding Consultation

- (a) The parties to this Agreement support consultation with public sector employees over matters that affect their work environment.
- (b) The intent of this provision is to ensure that consultation occurs with public sector employees about matters that significantly impact on their work situation. The consultation will involve more than a mere exchange of information. For consultation to be effective the public sector employee must be contributing to the decision-making process, not only in appearance, but in fact.

### 2.2 Consultative Committees

- (a) 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. The parties agree that consultation committees and forums should include equitable local and regional TQ delegate representation.
- (b) In recognition of clause 2.2(a), the employer will have a joint union/employer ACC. The ACC will be used to facilitate consultation on a broad range of issues. Local arrangements about workplace consultation and appropriate attendees at the ACC should occur by agreement. The issues for workplace consultation may include but are not limited to discussion of matters arising from this Agreement such as:
  - (i) Workload Management (Part 15);
  - (ii) Organisational Change and Restructuring (Clause 11.6);
  - (iii) Training (Part 9);
  - (iv) Union Encouragement (Clause 14.3);

- (v) Work/Life Balance (Part 18);
  - (vi) Organisational matters such as the review of, changes to or introduction of new workforce management policies;
  - (vii) Fair Career Paths (Part 13);
  - (viii) Improving Gender Equity (Part 25); and
  - (ix) Cultural Awareness Activities and Leave (Part 8).
- (c) The ACC may agree to establish standing committees, sub-committees, or other additional consultative structures (such as Local Consultative Committees and Regional Consultative Committees subject to employer agreement) with agreed terms of reference/operating principles including ensuring equitable local and regional TQ delegate representation in consultative forums.
  - (d) The Department acknowledges and encourages the operation of consultative forums that support the equitable local and regional representation of TQ delegates at the local level. These forums are to provide an opportunity for consultation, engagement and dispute resolution to occur directly between affected employees (through their union delegates to the committee/forum) and the relevant decision-makers.
  - (e) The Department and TQ will work together to maintain a consultation framework for the conduct of consultation within the entity. The consultation framework will include the organisational structure of the entity, the different parties that should be involved in consultative processes, and the interaction between various consultative mechanisms. The Department will provide to TQ, the following data - employee name, job title, work location (including floor level where possible), anticipated effect of any organisational change, rationale for change and potential timeframes) where relevant.
  - (f) The Department commits, where possible, to collect data about temporary engagements with a view to reporting to the ACC on a quarterly basis about the number of temporary engagements and the categories of reasons for those engagements such as, 'backfilling' and 'project role'.
  - (g) In addition to the information provided in clause 11.6 Organisational Change and Restructuring, the Department agrees to report to unions on a quarterly basis the ongoing length of service of all temporary and casual employees.
  - (h) This Agreement, through various provisions, allocates a number of roles and responsibilities to the ACC which the Department will ensure occur in accordance with the provisions of this Agreement and the Terms of Reference template for consultative committees. The parties to this Agreement agree to review and update the Terms of Reference template for the ACC within six months of the date of operation of this Agreement.

### **2.3 Workplace Health and Safety (WHS) Committee**

- (a) The parties agree to continue the WHS sub-committee to be overseen by the Department/Union joint consultative committee. This sub-committee will have equal departmental and union representation, and will examine matters relating to workplace health and safety that may from time to time be raised by the parties.
- (b) This sub-committee will report to the joint consultative committee on a regular basis or as agreed between the parties.
- (c) The scope of this sub-committee will include, but not be limited to, the following matters:
  - (i) Building/facility-based workplace health and safety matters;
  - (ii) Workplace Health & Safety induction and training;
  - (iii) The management of chemicals in workplaces; and

- (iv) The provision and use of protective personal equipment and other standard safety equipment (for example, sun-smart and protective clothing).

## **PART 3 DISPUTE RESOLUTION**

### **3.1 Procedure for Preventing and Settling Disputes**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) 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. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
  - (i) The matter is to be discussed by the employee's union representative 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 7 days;
  - (ii) If the matter is not resolved as per 3.1(d)(i) above, it shall be referred by the union representative 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 7 days;
  - (iii) 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.
- (e) Nothing contained in this procedure shall prevent unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (f) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

## **PART 4 HOURS OF WORK**

### **4.1 General**

- (a) The employer, through consultation with the relevant consultative committee, has the ability to agree to hours of work arrangements at the local level in accordance with award provisions.
- (b) The employer will provide access to and consult about hours of work arrangements consistent with award obligations.
- (c) Preparation for starting and finishing work including personal clean-up will be in the employee's time. Activities required by the employer for the readiness to commence the performance of duties are to be treated as part of paid ordinary hours. If required, such activities will be agreed between the employer and the relevant consultative committee.

### **4.2 Averaging of Ordinary Hours of Work**

Where agreed between the employer and employee, and subject to policy requirements, mechanisms will operate by which employees can agree to average ordinary hours of work over a cycle with differential daily and weekly hours, e.g. in a four-week work cycle an employee may work 45 hours in one week and 30 hours the next week, provided that the total standard ordinary hours for the month are worked. Under this arrangement the agreed working hours for individual



employees would be established in consultation between management and the employee. Normal overtime arrangements/penalty rates will only apply for the hours worked in excess of the agreed hours of duty.

#### **4.3 Aggregated Hours**

- (a) Where agreed between the employer and employee, and subject to policy requirements, an employee may work varied weekly hours provided that at the end of an agreed work cycle of 3 months or more the employee has worked the total ordinary hours for the work cycle.
- (b) This provision is designed to cater mainly for seasonal work or work units which have discernible peaks and troughs in workloads at different times of the year.
- (c) Overtime arrangements/penalty rates apply to work in excess of the agreed hours of duty.
- (d) This provision may be implemented by agreement between management and the majority of employees affected in the workplace.

#### **4.4 Spread of Hours - Brisbane Central Business District**

- (a) These provisions shall apply only to employees engaged under the *Queensland Public Service Officers and Other Employees Award – State 2015* where the employee’s place of work, at daily commencing and finishing times, is within the Australian Bureau of Statistics Statistical Local Areas of “City – Remainder” and “City – Inner” within the Statistical Subdivision of “0501 – Inner Brisbane”.
- (b) In recognition of the problems associated with increased traffic congestion into the Central Business District of Brisbane, the parties agree to a wider ordinary spread of hours of 6.00am to 7.00pm for fulltime and part-time employees only.
- (c) 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 7.00am to 9.00am and 4.00pm to 6.00pm.
- (d) For the purposes of application of the Ministerial Directive: Hours, Overtime and Excess Travel in accordance with the *Public Sector Act 2022*, which only applies to employees’ subject to the *Queensland Public Service Officers and Other Employees Award – State 2015*, the ordinary spread of hours for the purposes of Part C (Excess Travel Time) shall be 6.00am to 7.00pm.
- (e) The parties affirm that the capacity for an individual employee to have an ordinary spread of hours of 6.00am to 7.00pm by mutual agreement under these provisions will not be used as the rationale to alter customer service delivery arrangements of entities affected by these provisions.
- (f) All other conditions contained in awards and Ministerial Directives (as amended) relating to overtime, meal breaks and meal allowances shall continue to apply.

#### **4.5 Attendance at School Camps, Excursions and Functions**

- (a) In circumstances where employees are required to attend school camps, school excursions or school functions, and are required to perform duty outside their normal hours of duty (including those occurring on weekends) they shall be entitled to accumulate additional hours as ADO time as outlined below. ADO time is accumulated on a time-for-time basis.
  - (i) Employees who are required to attend overnight school camps/excursions/functions will be automatically credited with the difference between their normal rostered duty hours and 15 hours per overnight stay;
  - (ii) The maximum credit per day will be 15 hours ADO time (e.g. If normal rostered duty is 6 hours per day, then on an overnight camp/excursion the employee will be entitled to an additional 9 hours in ADO time regardless of how many additional hours are worked);

- (iii) When the relevant employee returns home from a school camp/excursion/function the entitlement for that day will be in accordance with 4.5(a)(iv);
- (iv) Employees who are required to attend school camps/excursions (non-overnight stays) and perform duties outside normal rostered duty time will be entitled to claim ADO time up to the difference between their normal rostered duty hours and the hours worked, that is, the additional hours in excess of the normal rostered hours shall attract ADO credits.

**4.6 ADO for Employees of the Department (excluding Schools and School Education Facilities, and Employees Working a 38 Hour a Week Arrangements)**

- (a) An employee is entitled to accrue a minimum of one ADO per Work Cycle. ADOs can only be accrued and taken with the supervisor's approval.
- (b) A "Work Cycle" is defined as the 28-day work cycle.
- (c) Subject to the exceptions outlined below, the maximum ADO carry-over will be 36.25 hours at the end of each work cycle and ADO may be taken in blocks of no more than five consecutive days per work cycle.
- (d) The above ADO arrangements may be exceeded in the following circumstances:
  - (i) Local level agreement based on operational factors and needs; and
  - (ii) The employee's annual leave balance does not exceed the maximum accumulation.
- (e) Notwithstanding the above, where there are minimum conditions prescribed in the *Queensland Public Service Officers and other Employees Award – State 2015* (as amended from time to time) that provide more favourable provisions relating to Organisational Hours of Work Arrangements, those minimum conditions shall apply and override the provisions contained herein.

**4.7 Hours of Work Arrangements – Therapy Employees servicing Schools and Other Education Facilities, and School Support Staff and Employees of Other Educational Facilities Specifically:**

- Business Managers;
  - Employees engaged under the Administrative Stream of the *Queensland Public Service Officers and Other Employees Award – State 2015*;
  - Science Technicians;
  - Employees engaged under the Technical Stream of the *Queensland Public Service Officers and Other Employees Award – State 2015*;
  - School Computer Technical Officers;
  - Schools Officers;
  - Agricultural Assistants;
  - Unit Support Officers;
  - Support Officers;
  - Boat Officers; and
  - Marine Program Officers.
- (a) Definitions
    - (i) **Accumulated Time** means the time worked in excess of Ordinary Hours in any day and within the daily spread of hours.
    - (ii) **Accumulated Day Off (ADO)** means a day taken between Monday and Friday, without debit to any Leave account.

- (iii) **Employee** means, for the purpose of these arrangements, all Permanent and Fixed term temporary employees listed as being subject to this Part.
- (iv) **Employer** means the Director-General of the Department of Education (Department) or the delegate of the Director-General.
- (v) **Fixed Term Temporary Employee** means any a person employed pursuant to section 150 of the *Public Sector Act 2022* for a fixed term.
- (vi) **Hours of Duty** means the hours determined by negotiation, during which employees may work.
- (vii) **Leave** means ADO Leave, Recreation Leave, Long Service Leave and time off in lieu.
- (viii) **Ordinary Hours** means as per the relevant award, except for the ordinary hours for therapy employees in the new Health Practitioner (HP) Stream is 38 hours per week.

Notwithstanding the ordinary hours of therapy employees in accordance with the above, therapy employees will continue to be eligible employees for the purposes of clause 15.6 Organisation (flexible) hours of work arrangements – day workers of the *Queensland Public Service Officers and Other Employees Award – State 2015* (as amended from time to time) (PSO Award) to enable therapy employees to continue to access the hours of work arrangements of the PSO Award. Provided that any reference to weekly ordinary hours of 36.25 or daily ordinary hours of 7.25 is to be replaced with 38 and 7.6 hours respectively.

- (ix) **School Vacation Periods** means any vacation period that is determined a scheduled student vacation period by the Chief Executive.
- (x) **School** includes, for the purpose of these arrangements, all State Secondary Schools, State Primary Schools, P10/12 Schools, Educational Facilities, State Special Schools and School Support Centres, excluding State-wide School Support Centres.
- (xi) **Spread of Hours** means time worked between 6.00am and 6.00pm Monday to Friday inclusive.

(b) Hours of Duty Arrangements

- (i) Generally accrued Leave is to be taken during School Vacation Periods, however leave can be availed of in School terms consistent with the Department's work-life balance policy and subject to operational convenience. Requests for such leave shall not be unreasonably withheld.
- (ii) Agricultural Assistants, Unit Support Officers and Support officers may be required to take Annual Leave subject to operational convenience following consultation with the employee.
- (iii) An ADO arrangement shall operate on the basis of a 12 month cycle, beginning on the first day of the pupil-free days in January and extending through to the day before the corresponding pupil free day in the next year.
- (iv) The employer and all employees concerned in each School shall consult over the most appropriate means of implementing Hours of Duty arrangements.
- (v) The objective of such consultation shall be to reach agreement on the method of implementing Hours of Duty arrangements in accordance with these arrangements.
- (vi) Agreement will not be unreasonably withheld by either the employee or employer.
- (vii) The outcome of such consultation will be recorded in writing.
- (viii) An ADO agreement may be altered by mutual agreement. Agreement should not be unreasonably withheld.

- (ix) In determining the ADO agreement, the employer shall:
  - A. ensure ADO arrangements meet the needs of the School;
  - B. consider the health and safety of staff when requiring staff to work during vacation periods;
  - C. consult on the requirement to work specific hours before directing an employee to work those hours;
  - D. where the working of particular hours is not suitable to an employee on a given day, take into account whether other staff are available and competent to perform this work;
  - E. take into account the employee's work-life balance including community commitments;
  - F. consider other leave that is to be taken throughout the year;
  - G. provide the ability to accrue sufficient ADO to cover leave on vacation periods whilst avoiding accrual of excessive leave balances; and
  - H. provide access to a minimum of 12 days ADO accrual in a year for employees working a 38 hour week.
- (x) Subject to operational convenience an employee may apply for leave without pay to cover vacation periods as required, rather than accruing ADO time. Where ever possible this must occur at the beginning of the 12 month cycle.
- (xi) The maximum ADO balance at any one time must not be more than 12 days for full-time employees and a pro-rata maximum for part-time employees, except in exceptional circumstances, as agreed between the employer and employee. Therapists may accrue additional days to provide for flexibility, subject to operational requirements.
- (xii) The employer must ensure an employee who resigns, retires or otherwise ceases duty has utilised all accumulated time upon cessation of duty.
- (xiii) When an employee is required by the Department to change School locations the employees ADO balance must move with them.
- (xiv) Temporary employees engaged for less than one School term may accrue ADO as agreed between the employee and the Principal.
- (c) Negative Balances
  - (i) Employees may enter into a negative ADO balance in exceptional circumstances such as extended sick leave (greater than four weeks) or other extended absences agreed to between the school and the employee concerned.
  - (ii) This debit may be carried forward into a new School year.
  - (iii) Provided that such negative balance of hours is reduced to a zero balance within a period of 12 months from when the negative balance occurs.
  - (iv) An employee must not have a negative balance of more than 30 ADO hours at any time.
  - (v) Negative balances on termination of employment may be deducted from the final wages on a time for time basis.
  - (vi) The employer must allow an employee who resigns, retires or otherwise ceases duty, to attempt to reduce the negative ADO balance prior to cessation.

- (d) Overtime
  - (i) All overtime shall either be paid for in accordance with the relevant award or, by mutual agreement between the employer and employee, compensated by the granting of equivalent time off in lieu on a time for time basis.
- (e) Surplus Hours – ADO/TOIL
  - (i) In most circumstances employees should have a zero balance of ADO and TOIL hours at the beginning of each 12 month cycle. Where employees have or will have hours in surplus of those required for the 12 month cycle, then the following procedure will apply:
    - A. By the end of term 3, the employee and the Principal shall meet to review the ADO agreement and discuss access to the surplus hours to develop a plan to manage the surplus hours prior to term 4 summer vacation;
    - B. Where such hours have been applied for and refused prior to the December vacation period, then such surplus hours shall be either paid out to the employee at ordinary time rates of pay (on a time for time basis) or carried over to the next twelve-month period. The decision to have a payout is solely at the discretion of the employee. Where surplus hours are carried over, such hours must be taken off within that period of twelve months.
- (f) Compassionate/Emergent Leave for Employees Covered by the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*
  - (i) An employee covered by the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015* shall be entitled to access ADO time (including a negative balance) to obtain up to three days paid leave per annum, non-cumulative, for compassionate grounds or emergent reasons.
  - (ii) An additional two days paid leave per annum, non-cumulative, for these purposes may be granted at discretion of the Principal / site manager or delegate. The additional leave will only be granted where an employee agrees to make up this time through the current ADO arrangements within the school year, or where this is not practicable to do so, within 12 calendar months from the date of taking such leave.
  - (iii) In circumstances where an employee ceases work for whatever reason and time associated with this leave has not been made up, the Department may, at its discretion, deduct the equivalent cost of such leave from the employee's termination pay.
- (g) ADO and Workers' Compensation
  - (i) Any ADO time rostered to be worked whilst on leave to claim workers compensation must be credited to the employee's ADO balance. Provided that where the employee is subsequently absent on leave claiming workers' compensation during any agreed ADO days after being credited with ADO hours, the employee must be deemed to have taken those ADO days.
  - (ii) Where an employee has actually worked ADO hours and is subsequently absent on workers' compensation leave during any ADO days, the employee may take accumulated ADO hours at a time mutually convenient to the employee and the Principal.
  - (iii) Claims sent to WorkCover Queensland must only reflect the Ordinary Hours that the employee was rostered to work during any absence on leave to claim workers compensation.

#### **4.8 Hours of Work Arrangements School Support Staff and Employees of Other Education Facilities excluding Community Education Counsellors and other Employees covered in section 4.7**

- (a) ADO arrangements provide a system which allows school support employees to work additional time during periods of higher work demands in order to access days off during periods of lower demands (generally School Vacation Periods).

- (b) ADO arrangements enable the workforce to respond to client needs while providing benefits to employees through more flexible work arrangements. Such flexible work arrangements will be of particular benefit to employees with family responsibilities.
- (c) ADO arrangements shall operate on the basis of a calendar year cycle.
- (d) ADO arrangements allow employees to accumulate additional days off through working additional time on a basis agreed to between the Principal and school support employees at the school. This may be on a daily, weekly or monthly basis.
- (e) The Principal and employees at the school must negotiate the method by which time is to be accumulated in order to take 12 days off with pay.
- (f) The 12 ADO days must be utilised during School Vacation Periods other than the Summer Vacation period (as these employees will still be required as a condition of employment to utilise their annual leave entitlement during the Summer Vacation period unless approval is granted by the Principal and region to vary this arrangement in extenuating circumstances) without debit to recreation leave entitlements on the following basis:
  - (i) Easter (April) vacation period – 2 days;
  - (ii) Winter (June) vacation period – 5 days;
  - (iii) Spring (September) vacation period – 5 days.
- (g) The number of ADOs may be varied at the school level through use of the facilitative provisions as prescribed in 22.8 Facilitative Provisions and is not limited to 12 days per annum. In exceptional cases, where actions by the Department prevent a person accessing ADO time within the calendar year period, approval may be given to carry over the time that has not been exhausted into the next calendar year.
- (h) The Principal and all employees concerned in each school shall consult over the most appropriate means of implementing ADO arrangements.
- (i) The objective of such consultation shall be to reach agreement on the method of implementing Hours of arrangements and on which days are to be availed of as ADO days. Such agreement shall not be unreasonably withheld by either party.
- (j) In order to determine the number of hours required to be accumulated by employees, the number of ADO days should be multiplied by the number of Ordinary Hours per day.
- (k) In determining ADO arrangements, wherever practicable, the Principal shall:
  - (i) consult on the requirement to work specific hours before directing an employee to work those hours;
  - (ii) where the working of particular hours is not suitable to an employee on a given day, take into account whether other staff are available and competent to perform this work;
  - (iii) take into account the needs of workers with family responsibilities or disabilities;
  - (iv) take into account occupational health and safety implications;
  - (v) provide timely notice of the requirement to work in excess of Ordinary Hours; and
  - (vi) take into account the employees' current levels of Accumulated Time.
- (l) Accumulated Time shall only be granted to employees when it has been accrued unless agreed between the employee and the Principal.

- (m) Any time rostered to be worked on sick leave, public holidays and special leave with or without pay will not be credited as ADO time. In the above circumstances, employees will be provided with the capacity to work additional time to enable ADOs to be taken with full pay.
- (n) Any ADO time rostered to be worked whilst on leave to claim workers' compensation must be credited to the employee's ADO balance. Provided that where the employee is subsequently absent on leave claiming workers' compensation during any agreed ADO days after being credited with ADO hours, the employee must be deemed to have taken those ADO days.
- (o) Where an employee has actually worked ADO hours and is subsequently absent on workers' compensation leave during any ADO days, the employee may take accumulated ADO hours at a time mutually convenient to the employee and the Principal. No relief will be available in such circumstances.
- (p) Claims sent to WorkCover Queensland must only reflect the Ordinary Hours that the employee was rostered to work during any absence on leave to claim workers compensation.
- (q) The employer must ensure an employee who resigns, retires or otherwise ceases duty has utilised all Accumulated Time upon cessation of duty. In those circumstances in which an employee has a debit ADO balance upon separation of employment, an adjustment will be made to any remuneration from entitlements owing at that time.
- (r) Employees will however, have the ability to transfer Accumulated Time off between school locations.
- (s) Employees without access to emergent/compassionate leave may access up to three ordinary days of ADO time in any one year provided that prior approval is obtained from the Principal on each occasion. Arrangements to accumulate additional time to compensate for the leave must be negotiated.
- (t) In exceptional cases, where actions by the Department prevent a person accessing ADO time within the calendar year period, approval may be given to carry over the time that has not been exhausted into the next calendar year.
- (u) To ensure that the interests of all parties are protected, the ADO arrangements and variations to those arrangements should be formally recorded.

#### **4.9 Schools Officers Hours of Duty – Early Start**

- (a) The parties agree that in certain circumstances it may be operationally sound for Schools Officers to commence work earlier than 6:00am.
- (b) The early start can only occur with a request from the Schools Officer to commence duty from 5:00am, subject to agreement between the Schools Officer and Principal.

### **PART 5 SALARIES AND SUPERANUATION**

#### **5.1 Salary Increases**

- (a) This Agreement provides for the following wage increases:
  - 4% from 1 September 2022;
  - 4% from 1 September 2023; and
  - 3% from 1 September 2024.
- (b) The first wage increase effective 1 September 2022 is to be applied to the last *Department of Education Certified Agreement 2019* or Award rate as at 1 September 2022, whichever is higher. Future wage increases will be applied to the Agreement rates stipulated for the prior year.
- (c) The salary schedules are set out in Appendix 1 of this Agreement.

## 5.2 Cost of Living Adjustment (COLA) Payments

### (a) Definitions

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

- (i) **agreement year** – means one of the three 12-month periods from 1 September in one year to 31 August in the following year that includes a calculation date.
- (ii) **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).
- (iii) **calculation date** – means, either:
  - 31 August 2023 (COLA Payment Year 1); or
  - 31 August 2024 (COLA Payment Year 2); or
  - 31 August 2025 (COLA Payment Year 3).
- (iv) **COLA payment percentage** – see section 5.2(c)(ii)
- (v) **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.
- (vi) **eligible employee** – see section 5.2(b)
- (vii) **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.
- (viii) **wage increase under the Agreement** – means the wage increase of either 4%, 4% or 3%, as specified in clause 5.1(a) of this Agreement, that occurs at the commencement of an agreement year.

### (b) Eligibility

- (i) *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 August 2025.
- (ii) 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.
- (iii) In recognition of employee mobility across the sector, where an employee would otherwise be an *eligible employee* in accordance with clause 5.2(b)(ii), 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 [payroll.alert@qed.qld.gov.au](mailto:payroll.alert@qed.qld.gov.au).



*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.*

- (iv) 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 September 2023. The employee is not eligible for COLA Payment Year 1.*

- (v) 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.*

- (vi) 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.*

In addition to the other requirements of clause 5.2(b)(ii), 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*.

(c) Calculation and payments

Step one

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

Step two

- (ii) 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 September 2024 to 31 August 2025. The wage increase under the Agreement is 3% on 1 September 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 September 2022 to 31 August 2023. The wage increase under the Agreement is 4% on 1 September 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

- (iii) 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 September 2022. The base wages payable to the relevant employee for the agreement year from 1 September 2022 to 31 August 2023 is \$90,000. The calculation occurs as follows:*

- $a = 100 / (1 + 0.04)$
- $a = 96.1538$
- $\$90,000 \text{ adjusted by } 96.1538\% = \underline{\$86,538.42};$

#### Step four

- (iv) The figure from clause 5.2(c)(iii) is then multiplied by the COLA Percentage calculated in clause 5.2(c)(ii) to determine the particular employee's COLA Payment for that *agreement year*.

*Example: The COLA percentage is 3%.*

$$\$86,538.42 \text{ multiplied by } 3\% = \underline{\$2,596.15}$$

- (v) COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.
- (d) Timing of information and payments
- (i) For *eligible employees* under clause 5.2(b), if payable, the relevant COLA Payment will be made within two months following the relevant *calculation date* and release of the CPI.
- (ii) For *eligible employees* under clause 5.2(b), if payable, the relevant COLA Payment will be made within two months of the employee providing the notice of their employment pursuant to clause 5.2(c).
- (iii) The Department of Education will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

### **5.3 Salary Packaging**

- (a) Salary packaging is available for employees (excluding short-term casual employees) in accordance with Queensland Government policy found in the Circular issued from time to time by the entity responsible.
- (b) Employers are to apply the following principles for employees that avail themselves of salary packaging:
- (i) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;

- (ii) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
  - (iii) increases or variations in taxation are to be passed to employees as part of their salary package;
  - (iv) 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;
  - (v) the employer will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
  - (vi) there will be no significant additional administrative workload or other ongoing costs to the employer;
  - (vii) any additional administrative and fringe benefit tax costs are to be met by the employee;
  - (viii) 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.
- (c) 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.
  - (d) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

#### **5.4 No Loss of Show Day**

- (a) Where an employee is required to perform work duties (including training) at an alternative location to the place where the employee is based for work purposes 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.
- (b) Provided that an employee subject to this Agreement, and whether engaged in different entities or locations over a calendar year or not, is only entitled to leave on full pay for a show holiday once each calendar year.

#### **5.5 Extra leave for Proportionate Salary (Purchased Leave)**

Where agreed between the employer and employee, and subject to policy requirements, employees can agree to work reduced months in a year and receive a proportionate salary over a full 12 month period, where this arrangement meets the operational needs of an entity.

### **PART 6 ALLOWANCES**

#### **6.1 School Based Administrative Support Allowance**

- (a) A School-Based Administrative Support Allowance will be paid to eligible employees.

Eligible employees are:

- (i) Permanent and temporary school-based administrative officers with 12 months' continuous service at AO2 classification, pay point 8 at any school; or
  - (ii) Permanent and temporary school-based administrative officers with 24 months' continuous service at AO2 classification, pay point 8 at any school.
- (b) Eligible employees, per clause 6.1(a)(i) and 6.1(a)(ii) above, will receive a fortnightly allowance as per the below table (pro-rata for part time).

- (c) The fortnightly allowance is indexed in line with the Public Sector Wages Policy wage increases as set out in clause 5.1(a).

Clause reference	Effective 1 September 2022	Effective 1 September 2023	Effective 1 September 2024
	Per Fortnight	Per Fortnight	Per Fortnight
6.1(a)(i) – 12 months continuous service at AO2/8	\$52	\$54.10	\$55.70
6.1(a)(ii) – 24 months continuous service at AO2/8	\$104	\$108.20	\$111.40

- (d) Eligible employees are only entitled to one School-Based Administrative Support Allowance at any one time.
- (e) To remove any doubt, the qualifying continuous service periods, per clause 6.1(a)(i) or 6.1(a)(ii) above, may be inclusive of higher duties performed by an eligible employee in school-based administrative roles.
- (f) Once an employee meets the criteria in clause 6.1(a)(i) or 6.1(a)(ii), the employee will not be required to re-qualify and will be paid the allowance whilst employed in an AO2 classification pay point 8 school-based administrative role.
- (g) In circumstances where continuity of service with the Department is broken, the employee will need to requalify for the allowance per clause 6.1(a)(i), 6.1(a)(ii) and 6.1(f).

## 6.2 Locality Allowances

- (a) Locality allowances are payable to eligible employees in accordance with the Ministerial Directive: 19/99 Locality Allowances issued in accordance with the *Public Sector Act 2022*.
- (b) The rates prescribed by the Ministerial Directive: 19/99 Locality Allowances are increased by 5.5% from 1 January 1997 for all centres other than those in coastal local Government areas as at that date and listed in Appendix 2 of this Agreement.

## 6.3 Language Allowance

- (a) Payment of language allowance at the rate of \$569 per annum for school support staff whose duties require translation and interpretation skills and who meet the requirements of Language Aide of the National Accreditation Authority for Translators and Interpreters or other equivalent qualifications as determined from time to time by the Chief Executive Officer on the recommendation of the ACC.

## 6.4 Professional Development Allowance for Health Practitioners

- (a) Permanent and temporary full-time health practitioners are entitled to a professional development allowance (PDA) of \$1800 per annum.
- (b) Permanent part-time health practitioners working at least 0.2 FTE per fortnight, are entitled to the PDA on a pro rata basis, calculated based on FTE at time of payment.
- (c) Temporary part-time health practitioners working at least 0.2 FTE per fortnight, are entitled to the PDA on a pro rata basis, calculated based on FTE at time of payment.
- (d) For the purpose of eligibility, the PDA will be adjusted to reflect any periods of more than three months of unpaid leave in the preceding 12-month period.

- (e) The professional development allowance will be paid as a lump sum payment as per the schedule set out below:
  - The first pay cycle in August 2023;
  - The first pay cycle in August 2024;
  - The first pay cycle in August 2025.
- (f) The professional development allowance is paid to assist health practitioners enhance their professional skills as clinical service providers within the Department. Health practitioners are encouraged to discuss their professional development as part of their PDA with their supervisor.

#### 6.5 Professional Development Allowance for Social Workers

- (a) Permanent and temporary full-time social workers are entitled to a professional development allowance of \$1800 per annum.
- (b) Permanent part-time social workers working at least 0.2 FTE per fortnight, are entitled to the professional development allowance on a pro rata basis, calculated based on FTE at time of payment.
- (c) Temporary part-time social workers working at least 0.2 FTE per fortnight, are entitled to the professional development allowance on a pro rata basis, calculated based on FTE at the time of payment.
- (d) For the purpose of eligibility, the PDA will be adjusted to reflect any periods of more than three months of unpaid leave in the preceding 12-month period.
- (e) The professional development allowance will be paid as a lump sum payment as per the schedule set out below:
  - The first pay cycle in August 2023;
  - The first pay cycle in August 2024;
  - The first pay cycle in August 2025.
- (f) The professional development allowance is paid to assist social workers enhance their professional skills within the Department. Social workers are encouraged to discuss their professional development as part of their PDA with their supervisor.

#### 6.6 Pool and Vessel Maintenance Allowance

- (a) The Department recognises that some employees may be undertaking specific duties / responsibilities related to identified or specialist school facilities including pools and vessels. The Department encourages employees undertaking management of such plant to complete training and certification aligned with such.
- (b) The employee who is primarily responsible for maintaining a Departmental pool or vessel (includes similar equipment in Environmental and Outdoor Education Centres) in the course of their duties will be paid a fortnightly allowance as shown in the table below.
- (c) The allowance is payable to only one employee in each location for each identified pool or vessel. In circumstances where employees may be job sharing, both employees identified as having responsibility (as per clause 6.6(b)) will be paid the fortnightly allowance.
- (d) The fortnightly allowance is indexed in line with the Public Sector Wages Policy wage increases as set out in clause 5.1(a).

	Effective 1 September 2022	Effective 1 September 2023	Effective 1 September 2024
	Per fortnight	Per fortnight	Per fortnight
Pool Plant Operations and Vessel Maintenance Allowance	\$34.00	\$35.36	\$36.42

- (e) For maintaining vessels, an employee will be eligible if working on vessels at the following locations:
- Moreton Bay Environmental Education Centre;
  - Konomie Island Environmental Education Centre;
  - Jacobs Well Environmental Education Centre;
  - Tagai State College, Thursday Island;
  - Bwgcolman Community School, Palm Island;
  - Or as amended from time to time.

## **PART 7 LEAVE**

### **7.1 Paid Parental Leave**

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

### **7.2 Annual Leave Loading Payment**

- (a) Payment of annual leave loading will be consolidated and paid to all employees during December of each year.
- (b) It is at the discretion of the employer whether they wish to apply this clause to non-continuous and/or continuous shift-workers.

### **7.3 Annual Leave Accumulation – Excluding Schools and School Educational Facilities**

Where an employee has exceeded two years' accumulation of their annual leave entitlement, they may be directed to take leave in accordance with the provisions of the *Industrial Relations Act 2016*.

## **PART 8 CULTURAL AWARENESS AND LEAVE**

- (a) 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.
- (b) 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:
- as recreation leave;
  - as unpaid special leave;
  - in lieu of public holidays (where operational circumstances permit);
  - as accrued time leave; or
  - at the required time with such time made up at a later date.
- (c) The employer will report to the ACC about cultural awareness training and activities.

## **PART 9 TRAINING**

### **9.1 General**

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

- (c) 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 Department's service delivery while enhancing job satisfaction and employees' professional growth.
- (d) Training and assessment of competencies may be provided in accordance with the PSTP or other accredited programs relevant to Department needs to enable employees to meet the requirements of clauses 10.1 and 10.2 of this Agreement.
- (e) The employer acknowledges that reasonable travel time associated with an employee attending training and development opportunities should where practicable be scheduled in paid ordinary work time.
- (f) The employer will pay for continuing professional development (CPD) required in order to maintain qualifications mandatory to the employee's employment.
- (g) Access to assistance under the Department's Study and Research Assistance Scheme (SARAS) policy, to enable employees to obtain skills necessary for career progression will not be unreasonably refused.

**9.2 Professional Development – School Support Staff and Employees of Other Educational Facilities Specifically:**

- Business Services Managers;
  - Employees engaged under the Administrative Stream of the *Queensland Public Service Officers and Other Employees Award – State 2015*;
  - Science Technicians;
  - Employees engaged under the Technical Stream of the *Queensland Public Service Officers and Other Employees Award – State 2015*; and
  - School Computer Technical Officers.
  - Schools Officers;
  - Agricultural Assistants;
  - Unit Support Officers;
  - Support Officers;
  - Boat Officers; and
  - Marine Program Officers.
- (a) School-based employees are entitled to equitable access to the professional development allocations at the school level for learning and development. Professional development training for all school staff will be incorporated into the school professional development plan.
  - (b) Individual professional development plans will be negotiated and agreed between school support staff and their supervisors in accordance with the Developing Performance Framework to incorporate the following:
    - (i) employees will be provided with a minimum of two paid attendance days leave per year (or equivalent time) for the purpose of accessing approved professional development and training programs. Part-time employees will access this at a pro-rata rate;
    - (ii) this two day entitlement may be inclusive of mandatory training if identified in the individual's professional development plan;
    - (iii) in some areas and at some times operational convenience may require release during term time. Adequate travel time will be given for employees in remote and isolated sites. Consideration will be given to delivering alternative modes of training; and
    - (iv) training will not be unreasonably withheld or approval unreasonably withdrawn.

**9.3 Professional Development – Therapy Services**

- (a) The Department will identify the specific professional development needs of therapists and facilitate appropriate access through leave arrangements and local and regional support. This professional development need may exceed the minimum entitlements below but should not provide a lesser entitlement than that which is provided for Therapists in Education below.
- (b) The Department is prepared to recognise an entitlement of a minimum of two days of general professional development time. This time may be taken in blocks of time based around the professional development activity or activities.
- (c) In addition, therapists will be granted a further entitlement of up to three days of professional development for registration and / or continuing professional competency and / or service provision. This entitlement will only be for approved activities.
- (d) This time may be taken in blocks of time based around the professional development activity or activities. Parameters which may include guidelines and / or lists, of appropriate professional development for registration and/or continuing professional competency and / or service provision.
- (e) For school-based therapists, this may comprise professional development activities scheduled during school vacations, but where appropriate approval is obtained and subject to operational needs, the activity may be undertaken during a school term.
- (f) Professional development activities may still be undertaken voluntarily outside rostered duty time during school terms.
- (g) Reasonable travel time in excess of that normally taken by the employee to travel to work will be recognised.

#### **9.4 Self- Injurious behaviour – Use of Mechanical Restraints and Education for School Support Staff**

Within existing resources/FTE the Department will undertake a project to support therapists to assess, plan and evaluate reasonable adjustments and school-based interventions for self-injurious behaviour including the role of mechanical restraint and our duty of care in relation to supporting students with self-injurious behaviour.

#### **9.5 Professional Development – School Support Staff and Employees of Other Educational Facilities, excluding those Employees Covered Under Professional Development Clauses Within This Part**

- (a) The parties agree that quality professional development and training are essential for employees to maintain appropriate skill levels and to efficiently and effectively respond to the changes in the workplace.
- (b) The parties agree that the professional development and training agenda is an essential component of school-based management. The provision of quality professional development and training will assist all staff in efficiently and effectively responding to the challenges of Queensland school-based management.
- (c) Wherever practicable, for all other school staff, professional development and training should generally occur outside student contact hours but in normal working hours within school vacation periods. Staff and their supervisors should establish appropriate mechanisms to plan and access programs designed to increase skill levels.

## **PART 10 RECOGNITION OF ACCREDITED QUALIFICATIONS**

### **10.1 Commitment**

- (a) The parties are committed to the principle that financial recompense will be provided for public sector employees in the specified classifications who meet the following requirements:
  - (i) an accredited qualification at the AQF level specified or higher achieved through training and assessment of competencies (including recognition of current competencies); and
  - (ii) reached the maximum pay point of the specified classification level in the Administration Stream or the Operational Stream; and



- (iii) spent one calendar year on the maximum pay point (or, in the case of casual employees, have spent one calendar year and worked 1200 hours at the maximum pay point).

## 10.2 Appropriate Remuneration

The following remuneration shall be paid for employees that meet the requirements in clause 10.1:

Certificate IV (AQF IV)	AO2	\$41.50 per fortnight
Diploma (AQF V)	AO3/AEO	\$42.80 per fortnight
Advanced Diploma (AQF VI)	AO4	\$44.60 per fortnight
Certificate III (AQF III)	OO2	\$20.00 per fortnight
Certificate IV (AQF IV)	OO3	\$41.50 per fortnight
Diploma (AQF V)	OO4/OO5	\$42.80 per fortnight
Advanced Diploma (AQF VI)	OO6	\$44.60 per fortnight

## PART 11 EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT

### 11.1 Employment Security

- (a) The Government is committed to maximum employment security in accordance with Appendix 5 of this Agreement for tenured public sector employees by developing and maintaining a responsive, impartial and efficient public service as the preferred provider of existing services to Government and the community.

### 11.2 Permanent Employment

- (a) The parties are committed to maximising permanent employment where possible. Casual or temporary forms of employment or labour hire should only be utilised where permanent employment is not viable or appropriate. The employer is encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs. In particular, the future of work should be at the forefront of employer considerations in workforce planning and recruitment. The employer should review current and future capability requirements and funding availability and projections ahead of advertising roles with a view to maximising permanent employment.
- (b) The employer commits to using its best endeavours to ensure that should labour hire workers be engaged, such engagement occurs in a manner which minimises the impact upon the employment security of the employment of existing employees.

### 11.3 Temporary Employment

- (a) Fixed term temporary employees will be provided with one months' notice of cessation or extension to their temporary engagement.
- (b) Should one months' notice of cessation or extension not be given, an employee's temporary engagement is deemed to have ceased in accordance with the original terms of the temporary engagement, unless otherwise agreed between the employer and the employee.

### 11.4 Conversion to Permanent Status under the Fixed Term Temporary Employment Directive

- (a) Employees who are entitled to be converted to permanency, having met all criteria outlined under Directive 09/20: Fixed term temporary employment (as amended from time to time), will have their temporary employment converted to permanent based on hours being worked at their current workplace at the time of decision.

- (b) Should an employee be absent on a period of approved leave at the time of decision, as noted in 11.4(a) above, the applicable hours for consideration will be those hours being worked at their current workplace immediately prior to the commencement of the period of approved leave.

### **11.5 Additional Temporary Hours for Permanent Part-Time Employees**

- (a) A permanent part-time employee who has for a period of two consecutive years, regularly worked temporary hours in addition to their permanent hours, may apply to have the additional temporary hours regularly worked converted to permanent hours.
- (b) The period of two consecutive years must be the two-year period immediately preceding the date of application.
- (c) Regularly worked means a repetitive and systematic pattern of hours worked consistently over the two consecutive years. Regularly worked does not include:
  - (i) where an employee has worked additional hours on an irregular or ad hoc basis; or
  - (ii) an average of hours worked.
- (d) Where there has been a variation in the systematic pattern of hours regularly worked over the two-year period, the number of hours to be considered are the hours being worked at the time of the employee's application.

For example:

- An employee has a permanent engagement of 10 hours per week;
  - The employee has regularly worked an additional 10 temporary hours per week (that is, a total of 20 hours per week) for 12 months and then regularly worked an additional 15 temporary hours per week (that is, a total of 25 hours per week) for 12 months;
  - At the end of the second 12 month period, the employee applies to have the additional hours converted.
  - The number of hours to be considered will be 15 hours.
- (e) In considering an application made by the employee the employer must:
    - (i) Determine whether the employee meets the eligibility requirements as outlined above; and
    - (ii) Consider and apply the criteria for conversion to permanent as outlined in the Directive 09/20: Fixed term temporary employment (as amended from time to time).

### **11.6 Organisational Change and Restructuring**

- (a) The Government is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (b) These commitments are given effect through the Government's policy on Employment Security and the Contracting-Out of Government Services, contained at Appendices 5 and 6 of this Agreement.
- (c) Without limiting or enhancing the existing policies, the employer acknowledges where operational decisions or contracting out of services decisions result in organisational change or restructure the policies provide for:
  - (i) the need to demonstrate clear benefits and enhanced service delivery to the community;
  - (ii) avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community;
  - (iii) Cabinet approval is required for all major organisational change and restructuring in entities in accordance with the considerations outlined in the policies;

- (iv) 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 ACC;
  - (v) Cabinet approval for contracting-out proposals that meet specified criteria including significant impact on the government's workforce in terms of job losses.
- (d) The employer shall provide in writing to the members of the relevant consultative committee of their intention to implement organisational changes that may affect the employment security of employees, prior to the commencement of any planned changes. This shall include all information required to be provided in accordance with the "Introduction of changes" and "Redundancy" clauses of relevant awards. The employer is also required where requested to provide relevant unions with a listing of the affected staff comprising name, job title and work location.
- (e) It is acknowledged that management has a right to implement changes to ensure the effective delivery of public services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved in a timely manner either party may refer the matter to the ACC for resolution.
- (f) The parties agree that the employer should report to the union on a quarterly basis the current status of employment practices within the Department. This report should be provided on a quarterly basis at the ACC. Specifically, the report should detail the following:
- (i) 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;
  - (ii) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire
  - (iii) the number of people engaged through labour hire;
  - (iv) any significant variance in the number of permanent employees;
  - (v) the conversion of temporary employees to tenured status.
- (g) Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in Department priorities. 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. The employer and employees will comply with all relevant directives (as amended). Where an employee refuses to participate or cooperate in these processes, the full provisions of the directive pertaining to retrenchment may be followed to the extent of their applicability.
- (h) Provisions and entitlements relating to organisational change and restructuring can be found in the directives relating to early retirement, redundancy and retrenchment (as amended) which will apply for the life of this Agreement.
- (i) The employer must provide relevant information to the relevant union/s when it intends to apply the provisions of the directive (as amended) relating to early retirement, redundancy and retrenchment where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same time the employer's intentions are communicated to the employee. An affected employee must be provided with notice of the employer's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.
- (j) 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.

## **11.7 Vacancy Replacement**

The Department commits to fill all vacancies in a reasonable time.

### **11.8 Administrative Assistance Enhancement Program (AAEP) Hours Guarantee**

- (a) AAEP hours guaranteed and made permanent pursuant to clause 6.3 of *the State Government Departments' Certified Agreement 2009* continue to be permanent and guaranteed under this agreement.
- (b) Administrative Assistance Enhancement Program hours will continue to be guaranteed when reallocated to existing or new administrative officers (AAEP).
- (c) No existing permanent part-time administrative officer (AAEP) shall have their weekly hours compulsorily reduced so that another administrative officer (AAEP) can have their hours increased / maintained.
- (d) In the event of a reduction in school's allocation of Administrative Assistance Enhancement Program hours, surplus guaranteed hours can be reduced within four weeks through:
  - (i) maintenance of guaranteed level of hours through the reallocation of "other" hours;
  - (ii) voluntary reductions in guaranteed hours for work-life balance reasons;
  - (iii) reduction in hours of work for casual staff; and
  - (iv) required transfer within 50 minutes of the employees place of residence.

### **11.9 Employment Security Administrative Assistance Enhancement Program (AAEP)**

- (a) Priority consideration for filling AO2 school-based administration positions is:
  - (i) current permanent AO2 AAEP employees are to be given priority consideration when a school becomes eligible for an AO2 full-time equivalent (FTE) administrative officer due to the increase in student enrolments;
    - A. Where more than one AO2 AAEP is eligible for priority consideration the position is to be offered to both employees on a permanent part-time job share arrangement; or
    - B. Where agreement cannot be reached a closed merit selection process is to be undertaken.
  - (ii) required transfer;
  - (iii) compassionate transferees (exceptional hardship);
  - (iv) requested transferees; or
  - (v) proceed to an open merit selection process.

## **PART 12 HEALTH PRACTITIONERS**

### **12.1 Engagement of Therapy Employees under the Health Practitioner (HP) Stream**

- (a) Employees to be engaged under the HP stream are employed to perform therapy or psychology services in the following disciplines:
  - (i) Occupational Therapists;
  - (ii) Physiotherapists;
  - (iii) Speech and Language Pathologists;
  - (iv) Psychologists;

- (v) Employees who hold qualifications in one of the professions listed in (a)(i) to (iv) and are required to hold relevant AHPRA registration and/or eligibility for certified practising membership of the relevant professional association; and who:
  - A. manage and/or supervise employees outlined above; or
  - B. undertake verification through the Education Adjustment Program; or
  - C. provide state-wide strategic and professional leadership for these roles and services within the Department.
- (b) To avoid doubt, it is intended that the following employees will not be included in the HP stream:
  - (i) autism coaches;
  - (ii) mental health coaches;
  - (iii) inclusion coaches; and
  - (iv) senior advisors who are not required to hold relevant AHPRA registration and/or eligibility for certified practising membership of the relevant professional association;
  - (v) employees engaged by the Office of Industrial Relations (OIR); and
  - (vi) any other role unless otherwise approved by the Chief Executive.

## **12.2 Health Practitioner Award coverage**

Occupational Therapists, Physiotherapists, Speech Language Pathologists and Psychologists are to be engaged under the Health Practitioner (HP) stream. Employees remain covered by the *Queensland Public Service Officers and Other Employees Award – State 2015* (as amended from time to time) in accordance with its coverage provisions.

## **12.3 Appointment to Classification Levels for Health Practitioners**

- (a) Appointment to a classification level will be based on appointment on merit to advertised vacancies or in accordance with Directive 12/20: Recruitment and Selection (as amended from time to time).
- (b) Subject to clause 12.3(c), allocation of employees to classification levels shall be in accordance with the generic level statements contained in Appendix 7. These statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest classification levels. Their purpose is to provide an indication as to the health practitioner classification level appropriate to any packaging of duties.
- (c) The following entry levels for health practitioner positions will apply as a minimum:
  - (i) an employee appointed to a position requiring a minimum four year tertiary qualification of a degree or equivalent will commence at level HP3.1; and
  - (ii) an employee appointed to a position requiring tertiary courses such as a two year masters' program for registration purposes or entry level into the discipline will commence at level HP3.1.
- (d) Notwithstanding anything contained elsewhere in this Agreement, an applicant who is appointed to a position may, at the discretion of the Department, be offered and appointed to any pay point within a classification level based on recognition of skills, knowledge and abilities.

## **12.4 Movement Within Classification Levels – Increments**

- (a) Employees in levels HP3 to HP6 will increment in accordance with relevant provisions outlined in the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015* (as amended from time to time).

- (b) Only employees classified at PO3.1, PO3.2, PO3.3 or PO3.4 as at 9 June 2020 will be eligible to increment into level HP3.8 from HP3.7 once the requirements for incremental progression are satisfied.

## **12.5 Movement Between Classification Levels**

- (a) Movement between classification levels will be based on appointment on merit to advertised vacancies or in accordance with the Directive 12/20: Recruitment and Selection (as amended from time to time).
- (b) An existing employee appointed to a position at a higher classification level up to and including classification level HP6, will be appointed to pay point 1 of the higher classification level.

## **PART 13 FAIR CAREER PATHS**

### **13.1 General Provisions**

- (a) The employer acknowledges that absences from the workforce due to family responsibilities and utilisation of flexibility measures should not be considered barriers to progression.
- (b) The employer will report to the ACC on measures taken to support improved career paths.
- (c) The parties are committed to providing reasonable career opportunities to public sector workers. The parties are committed to provide consistent and transparent classifications across the public sector.
- (d) The Department will continue to consult with TQ on the review and development of communication guidelines for managers and school leaders that relate to recruitment and selection and the application of Directive 12/20: Recruitment and Selection (or as amended).
- (e) The employer, in consultation with the ACC will ensure there is a review process in place to allow aggrieved employees the opportunity to raise concerns about the work value assessment (utilising the job evaluation management system (JEMS) or other approved methodology) of their position. These processes will provide the opportunity for consultation with the relevant union and may include a union representative as part of the process.
- (f) Design Principles relating to the JEMS review process were approved by the Central Peak Consultative Committee in 2004 under the auspices of the *State Government Departments Certified Agreement 2003*. These agreed Design Principles were developed and approved for discretionary use by entities when finalising the review process referred to above.

### **13.2 Computer Assistants in Operation Stream direct appointment as Technical Officers**

- (a) Where a computer assistant employed in the operation stream obtains an eligible diploma or is assessed through a Recognition of Prior Learning (RPL) process to have achieved the equivalent qualification they may be appointed to a Technical Officer Classification Level, provided there are no other Information Technology Officers engaged at the school in the TO stream and the duties of Technical Officer are required by the school.
- (b) The employee will be appointed to a paypoint in the TO classification level so that their salary is not less than the salary they were receiving in the Operation Stream prior to the translation.

### **13.3 IT Officers Streamlined RPL process**

The Department and union will review current processes and systems to support employees to obtain the required Information Technology qualifications or equivalency in a timely manner. This will involve identifying of appropriate qualifications in consultation with the union for the consideration and approval of Director-General.

### **13.4 Clarification of Allocation of IT officer roles to the appropriate stream and classification level**

- (a) The Department is committed to ensuring roles of Information Technology Officers and Computer Assistants are allocated to the correct stream and classification levels and providing support to, and working with Principals and Business Managers with this work.

- (b) The person will only be employed at the TO1 classification until they have obtained the required Diploma or equivalent qualification.
- (c) Once the employee has obtained the required Diploma or equivalent qualification they are required to notify the Department
- (d) The TO2 rate will be applicable from the date of notification.

### **13.5 Improving Internal Merit-Based Career Paths**

The parties reaffirm their commitment to merit-based career paths and the importance of applying the merit principles for recruitment and selection, consistent with the *Public Sector Act 2022*.

### **13.6 JEMS Processes**

- (a) The parties agree to continue to monitor JEMS processes and outcomes of individual JEMS applications through the ACC.
- (b) The Department will make every reasonable endeavour to ensure JEMS applications are processed in a timely manner.
- (c) Where an officer requests a JEMS evaluation of their position, the outcome of this evaluation does not form part of the Workplace Reform (WPR) process.

### **13.7 Business Manager (BM) Broad banding Arrangements**

- (a) Broadbanding of Business Manager (BM) positions will involve the grouping of adjacent bands in order that a person appointed on merit or transferred at level to a school with a particular classification of BM may progress to the higher classification in cases where the position has been re-evaluated to a higher classification.
- (b) Provided that such progression will not be possible where the position is reclassified from level 7 of the administrative stream to level 8 of the administrative stream.
- (c) Provided further that a BM shall be eligible for only one such progression in accordance with this provision without an appointment to a higher classification through a merit selection process.
- (d) An employee who has been appointed to a higher classification in accordance with this broad banding clause, is still eligible for appointment to a higher classification through other reclassification processes for example, direct appointment processes or exemptions from recruitment by advertised vacancy.

### **13.8 Community Education Counsellors**

- (a) The Department will ensure Community Education Counsellors have access to sufficient culturally safe supervision. This means a Regional Community Education Counsellor must be accessible to a Community Education Counsellor as well as their 'line managers' or Principals. The Department will ensure that the "Recognition of Prior Learning" committee proscribed in the relevant award will be convened and will ensure that there is access to Community Education Counsellors to the progression arrangements outlined in the *Teaching in State Education Award – State 2016*.
- (b) A committee comprising representatives from DoE and TQ will be established for the purpose of determining an application for the recognition of prior learning by community education counsellors based upon an assessment of Aboriginal culture and environment and Torres Strait Islander culture and environment in accordance with the following criteria:
  - (i) knowledge of Aboriginal protocols and/or Torres Strait Islander protocols;
  - (ii) knowledge of Aboriginal cultures and/or Torres Strait Islander cultures;
  - (iii) knowledge of cultural awareness training techniques;

- (iv) ability to communicate with Aboriginal and/or Torres Strait Islander young people and adults;
  - (v) implementation of culturally appropriate curriculum resources; and
  - (vi) knowledge of culturally appropriate educational counselling techniques.
- (c) The committee shall determine an appropriate salary step and level following an assessment of each case placed before it.

**13.9 Science Technician Arrangements**

- (a) The arrangements for employees classified at 004 or who were subject to red circling arrangements from the State Government Department Certified Agreement 2006 prior to the certification of the Department of Education Certified Agreement 2019 who do not hold a diploma qualification (or equivalent) are as follows:
- (i) Employees will be appointed to the relevant TO1 level, but paid a salary equivalent to the salary for the relevant TO classification and paypoint in the table below, so as to ensure that they are not disadvantaged by the transition.
  - (ii) Adjustments in accordance with clause 5.1(a) will apply to the relevant TO classification and pay point that is being paid to the employee.
  - (iii) Employees will not be eligible to progress to TO2, until they have achieved the required diploma qualification (or equivalent).
  - (iv) On obtaining the diploma qualification (or equivalent), employees will be entitled to increment within the TO2 level once they have completed the period of service required to achieve their current salary level as provided in the below table.

**004 Science Operations Officers without a Diploma Qualification or Red Circle Arrangement Employees**

Current OO classification (qual less than Diploma)	Wage rates payable on certification of the agreement	New TO classification	TO equivalent salary on certification of the agreement (no disadvantage)
Red circle (classification level OO3(4) with pay equivalent to OO4(1))	\$67,642	TO1(7)*	TO2(2) - \$69,053
OO4(1)	\$67,642	TO1(7)*	TO2(2) - \$69,053
OO4(2)	\$69,758	TO1(7)*	TO2(3) - \$71,386
OO4(3)	\$71,957	TO1(7)*	TO2(4) - \$73,856
OO4(4)	\$74,018	TO1(7)*	TO2(5) - \$76,269

\* These employees are to be paid at a higher rate to ensure no disadvantage and will not be eligible to progress to TO2 until they have achieved the required diploma qualification (or equivalent).

**13.10 Schools Officers Progression**

- (a) Schools Officers employed at the OO2 classification will be eligible to progress to the first paypoint of the OO3 classification upon demonstrating successful completion of a certificate III (or higher) qualification (or agreed equivalent).
- (i) The qualification must be categorised under one of the following industry areas:
    - A. Construction;



- B. Engineering;
- C. Agriculture;
- D. Mining;
- E. Horticulture; or
- F. Other courses considered by the Department relevant to the position's duties, and in consultation with Together Union.

## **PART 14 INDUSTRIAL RELATIONS**

### **14.1 Collective Industrial Relations**

- (a) The Queensland Government acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of entities and public sector units. The principle recognises the important role of unions and the traditionally high levels of union membership in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- (b) The Queensland Government as an employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 2016* and any determinations of the Queensland Industrial Relations Commission.
- (c) The Queensland Government is committed to collective agreements and will not support non-union agreements.

### **14.2 ILO Conventions**

The Queensland Government 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 all public sector workers.

### **14.3 Union encouragement**

- (a) The Government 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.
- (b) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (c) Information on the relevant union(s) will be included in induction materials.
- (d) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (e) The employer is encouraged to agree to local arrangements about union and delegate rights in the workplace.
- (f) The employer is to provide the union with complete lists of new starters (consisting of name, job title, work email, 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 employer and union to be on a more regular basis. This information is to be provided electronically.
- (g) The employer is also required where requested to provide the union with a listing of current staff comprising name, job title, work email, work location (including floor level where possible), award and employment status (permanent/temporary/casual). This information shall be supplied on a six monthly basis, unless agreed between the employer and union to be on a more regular basis. The provision of all staff information

to relevant unions shall be consistent with the principles in the *Industrial Relations Act 2016*. This information is to be provided electronically.

- (h) The employer is to provide the union with complete lists of employment separations (consisting of name, job title, work location, award and employment status (permanent/temporary/casual)) to the workplace on a quarterly basis, unless agreed between the employer and union to be on a more regular basis. This information is to be provided electronically.

#### **14.4 Union Delegates**

- (a) The Queensland Government 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.
- (b) Public sector 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.
- (c) 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, e-mail, 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.
- (d) 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.

#### **14.5 Industrial Relations Education Leave**

- (a) 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.
- (b) 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 clause 14.5(a).
- (c) 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 chief executive (or delegated authority) of the Department.
- (d) 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 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the Department, the relevant union and the employee.
- (e) Upon request and subject to approval by the chief executive (or delegated authority) of the Department, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and Australian Council of Trade Unions (ACTU) Congress.
- (f) 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 entity/work unit concerned. At the same time such leave shall not be unreasonably refused.
- (g) At the discretion of the chief executive of the Department, public sector 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" issued and amended in accordance with the *Public Sector Act 2022*, in relation to special leave without salary. Conditions outlined in this directive that provide for the employees' return to work after unpaid leave will be met.

## **PART 15 WORKLOAD MANAGEMENT**

- (a) The Queensland Government is committed to working with its employees and the public sector unions to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore entities should ensure safe work environments are not compromised, and that entity responsibilities under legislation including duty of care to all employees are complied with.
- (b) It is recognised by the employer that unrealistic expectations should not be placed on employees by line management to consistently perform excessive working hours whereby no opportunities arise to utilise accrued time or time off in lieu (TOIL).
- (c) The employer is obliged to consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes. Management at the local level should undertake appropriate consultation with affected employees when implementing organisational initiatives including machinery of government changes that may have an impact on the workloads of affected employees.
- (d) The Queensland Government workload management tool will be adapted to the requirements of the Department of Education in the first 12 months of the new agreement.
- (e) In addition, the parties agree that the ACC will deal with the issue of workload management. The activities of the ACC in the area of workload management should include, but not be limited to, the following:
  - (i) To undertake research on local workload management issues;
  - (ii) To address specific workload issues referred by staff of work units, union officials and/or management;
  - (iii) To develop expedient processes for referral of workload issues to the ACC;
  - (iv) Based on research, develop strategies to improve immediate and long term workload issues;
  - (v) To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee;
  - (vi) To consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes, and make recommendations to affected workgroups on the management of potential workload issues where appropriate.

## **PART 16 FAIR TREATMENT AT WORK**

The parties commit to continue to work to improve performance management practices.

## **PART 17 INTRODUCTION OF TECHNOLOGY/FUTURE OF WORK**

- (a) 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.
- (b) The employer, through the ACC, will consult on proposed technological change or advancements which may affect or impact on employee's employment.

## **PART 18 WORK/LIFE BALANCE**

- (a) The employer is committed to workplace practices that improve the balance between work and life for all its employees.
- (b) The parties agree that requests by employees to access work-life balance initiatives will be considered. Worklife balance initiatives shall include, but not be limited to:

- (i) Flexible working arrangements, including telecommuting/working from home and co-working spaces/ distributed work centres;
  - (ii) Secondments and interchanges;
  - (iii) Career breaks;
  - (iv) Transition to retirement.
- (c) 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 HEALTH, SAFETY AND WELLBEING**

### **19.1 Introduction**

- (a) The parties are committed to promoting healthy and safe practices through workplace strategies and processes aimed at improving efficiency and productivity. This will be accomplished by a comprehensive approach consistent with the Department's Health, Safety and Wellbeing policies and procedures, including:
- (i) A zero-tolerance stance towards workplace abuse and violence, and active support for employees;
  - (ii) Provision and ongoing replacement of appropriate Personal Protective Equipment (PPE) for school officers; and
  - (iii) Mandatory training in use and storage of chemicals for relevant employees, especially for laboratory staff and Schools Officers.

### **19.2 Workplace Bullying**

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

### **19.3 Fire Wardens and WHS Representatives**

- (a) The employer acknowledges the importance of the role of fire wardens and workplace health and safety representatives and the value of their contribution to the workplace.
- (b) The employer will ensure that employees who have been appointed or elected to these roles in the workplace have sufficient time free from other duties to complete these responsibilities.

### **19.4 Schools Officers**

- (a) The employer is committed to the full implementation of its Infection Control Policy, which includes vaccination procedures for Hepatitis A and B. In acknowledging this policy, the Department will facilitate and pay for the cost of Hepatitis A and B vaccinations for all Schools Officers, upon request.
- (b) It is agreed that should any Schools Officer receive a vaccination and subsequently resign within three months, the employer may, at its discretion, deduct the cost of such vaccination from the Schools Officer's termination pay.
- (c) The employer agrees to the provision of sun-smart shirts to Schools Officers as a minimum.

### **19.5 Support for Workers' Mental Health and Wellbeing**

- (a) The parties recognise that the workplace plays a vital role in assisting employees affected by mental health issues and commits to:
  - (i) fostering communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support; and

- (ii) fostering a respectful, empathetic and inclusive work environment to assist and support to employees.
  - (iii) The employer, through the WHS Committee, will implement a suitable program 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.
- (b) The employer acknowledges the specialist skills of Employee Assistance Programs (EAP), in particular specialist skills in supporting persons affected by mental health issues. In addition to the EAP, the employer commits to considering, through the WHS Committee, additional services as required to ensure reasonable and appropriate consideration of cultural, regional and remote needs for employees affected by mental health issues.

## **PART 20 OFFICE OF INDUSTRIAL RELATIONS**

### **20.1 Work related violence and aggression**

- (a) The Office of Industrial Relations (OIR) has a ‘zero tolerance’ approach to work related violence and aggression. The health, safety and wellbeing of our workforce is of utmost importance, and our employees have a right to feel safe at work. OIR will not tolerate any form of violent or aggressive behaviour from members of the public towards our staff.
- (b) OIR is committed to providing our workforce with a safe working environment by requiring staff to register incidents, providing timely investigation of incidents, reporting on work-related violence with transparency, and taking steps to prevent the occurrence of work related violence and aggression.
- (c) Within three months of the effective date of the Agreement and in consultation with the union, OIR will continue to review, refine and implement procedures for dealing with work related violence and aggression against employees. The parties recognise that incidents of work related violence and aggression may extend to communication through:
  - (i) email, text messaging, social media; and/or
  - (ii) vexatious complaints made against the employee.
- (d) The procedures will include, but are not limited to:
  - (i) Duties of all managers and employees;
  - (ii) Measures taken by OIR to identify, assess risk and implement controls to address incidents of work related violence and aggression;
  - (iii) A consistent reporting mechanism for employees and/or their managers to report all instances of work related violence and aggression;
  - (iv) The reporting mechanism will include provision of information relating to:
    - date of the incident;
    - details of the incident, including how the incident occurred, any threats or injuries to OIR employees, and what actions were taken at the time to ensure employee safety;
    - persons involved in the incident, including any witnesses;
    - whether the employee is aware of any previous, similar incidents or incidents involving the same perpetrators.
  - (v) An outline of how reports relating to incidents of work related violence and aggression will be managed and investigated, including but not limited to:
    - obligations of managers when reports of incidents are received;
    - process for providing information to affected employees;

- the process for investigation and resolution of reports relating to incidents of work related violence and aggression to be undertaken following receipt of a report, including but not limited to:
  - support to be provided to affected employees;
  - the incident investigation process and timeframes;
  - methods for identifying patterns or trends in incidents of work related violence and aggression;
  - outcomes of investigations and any recommendations arising from the investigation;
  - timeframes for implementation of recommendations.
  
- A. The requirement for a register/database/record to be kept of all incidents of work related violence and aggression and the outcome of the investigations, including all information referred to in clauses (iii) and (iv) above;
  
- B. Ensuring due diligence in implementing a zero-tolerance approach to work related violence and aggression by considering steps within the complaints management process to identify any complaints that could be vexatious in nature and include these in the incident reporting register;
  
- C. On a quarterly basis, a report on the number of recorded incidents, status of investigations, identified risks, trends, actions taken to address incidents of work related violence and aggression and any steps taken to reduce risk, including implementation of recommendations will be presented to the joint union/employer Consultative Committee.
  
- (e) The work related violence and aggression procedure may not be amended or withdrawn by OIR without agreement with the union and employees.
  
- (f) OIR commit to develop and/or review of the following documents in consultation with the union as follows:
  - (i) Roster guideline development – develop roster guidelines for the WHS inspectorate which considers on-call arrangements, regional practices, Christmas closedown, and public holiday rosters. The review and preparation of guidelines will include development of FAQs and education material in relation to on-call and recall entitlements. The guidelines will be developed via a working group established through the OIR Agency Consultative Committee and be completed within 3 months of certification of the agreement.
  
  - (ii) Workload management tool development – develop a workload management tool for the Compliance Field Services which considers the findings of the Time and Motion study being undertaken through the Construction Compliance Field Services, the best practice review of WHSQ national average for staffing and the Queensland Public Sector Commission workload management guides for employees and managers. The review will be undertaken through the CFS, Local Consultative Committee and commence within 1 month of certification of the agreement.
  
  - (iii) Resolving Health, Safety and Wellbeing Issues Procedure review – the review will seek to review how OIR deals with work health and safety complaints raised within OIR and will provide clarity about escalation pathways for such issues and consider the rights and duties under the Work Health and Safety Act 2011 (Qld). The review will be completed within 3 months of certification of the agreement.
  
  - (iv) The parties acknowledge the review currently being undertaken on the Customer Complaints policy to provide consistency with the Department of Education’s existing processes. This review will be completed in consultation with the union, within 4 months of certification.
  
  - (v) Inspector Career Guides and Program review – a review of the Inspector Career Guides and Program will be undertaken in consideration of OIR’s commitment to support Inspector careers with guidance and development opportunities. The review and development of the career guide and program will be completed in consultation with Together Union within 6 months of certification of the agreement.

- (g) OIR commit to raising awareness for managers of the application of sick leave and personal leave entitlements and when such entitlements may be accessed, including in circumstances where sick leave and personal leave may be appropriate for health related appointments and procedures.
- (h) From the commencement of this agreement entry level inspector positions within the work health and safety inspectorate will be recruited and employed at the AO5 classification.
- (i) Within 3 months of the commencement of the certified agreement OIR, in consultation with the union, will consider inspector roles, currently classified at AO4, within the work health and safety inspectorate with a view to supporting progressing to AO5 classification.

**PART 21 RURAL AND REMOTE**

- (a) The parties acknowledge the importance of regional, rural and remote jobs in delivering services to the community.
- (b) The parties acknowledge the Queensland Government’s ongoing commitment in providing employees who reside (either permanently or temporarily) in government owned dwellings with a safe residential environment and acceptable facility standards.
- (c) The employer acknowledges the importance of relevant professional development and training for employees in regional, rural and remote areas, together with its greater accessibility for those employees through technology.
- (d) The employer is encouraged to come to local arrangements about appropriate travel policies for regional, rural and remote based employees.

**PART 22 SCHOOLS AND STUDENT SUPPORT PORTFOLIO**

**22.1 Objectives of the Department of Education Schools and Student Support Portfolio**

- (a) To enhance delivery of educational services that:
  - (i) support the Department’s programs in State Schools Improvement Strategy 2022 – 2026 and the Equity and Excellence: realising the potential of every student (the Education strategy) to achieve the best educational outcomes for all school students;
  - (ii) focus on the core learning priorities (reading, writing, numeracy and science) to ensure all students have solid foundations to effectively engage in the community; provide efficient and high quality services;
  - (iii) improve attendance, retention, attainment and transition of students at key points in their schooling journey; and support initiatives in school-based planning, management and accountability frameworks;
  - (iv) support whole-of-school approaches that effectively target resources to meet the needs of every student;
  - (v) develop more highly skilled employees capable of achieving more effective and efficient arrangements; and
  - (vi) committed to client service, continual improvement, employee accountability, ongoing learning, team work and team problem solving.
- (b) To implement fair and equitable employment practices.

**22.2 Consultative Arrangements and Mechanisms**

- (a) Introduction

- (i) The following sets out details of consultative arrangements and mechanisms that will be adopted by the parties within the Department.
- (ii) Quality consultation mechanisms are a vital ingredient in progressing the workplace reform agenda, as prescribed in section 22.6 of the Workplace Reform Initiatives and section 22.7 of the Workplace Reform in Schools Program.
- (iii) The parties are committed to the continuation of appropriate consultative arrangements so that employees are consulted in the initiation, implementation and evaluation of workplace reform initiatives.
- (iv) The Department's ability to obtain optimum outcomes from workplace reform, including enterprise bargaining, will be significantly influenced by the consultative processes that are established.
- (v) The geographical and operational diversity of the Department's work units would make it difficult to implement workplace reform or gain employee commitment to workplace reform from one central committee. Recognising the range in the size of schools, local consultative committees are normally established in schools with 20-25 employees or more.
- (vi) The Department acknowledges the role of Local Consultative Committees (LCCs) as prescribed in 22.4 Local Consultative Committee and the Education Consultative Committee (ECC) as prescribed in 22.3 Education Consultative Committee are mechanisms to facilitate workplace reform initiatives.
- (vii) The parties are aware that alternative procedures to ensure effective implementation of the Agreement and employee consultation in smaller schools are in place.
- (viii) It is recognised that cooperation and consultation in the development and implementation of change initiatives place obligations, duties and responsibilities on Principals, managers, union officials, delegates or their equivalent.
- (ix) The parties acknowledge that the processes of educational, professional, administrative and organisational change and workplace reform are broader than the specific matters detailed in this Agreement.
- (x) The parties agree that changes occurring outside of the terms of this Agreement shall be facilitated in a manner that involves timely consultation and discussion of all relevant issues.

(b) Guiding Principles

The parties agree to the following guiding / broad principles for consultative arrangements and mechanisms to ensure effectiveness and equity:

- (i) consultative mechanisms should ensure that, in addition to the parties to this Agreement, there is employee involvement on the initiation, implementation and evaluation of proposals for productivity improvements;
- (ii) appropriate processes should be in place to consult with employees who are affected by proposed productivity items;
- (iii) consultative arrangements should encompass all the work areas in the Department;
- (iv) the composition of consultative forums should take account of representation of the target groups identified in the *Public Sector Act 2022*;
- (v) consultative arrangements should be subject to review from time to time by the parties and improvements and changes to arrangements made as required and agreed to ensure consultative arrangements operate with maximum efficiency and effectiveness;



- (vi) a flexible approach should be adopted that seeks to avoid duplication and creation of additional work wherever possible;
  - (vii) a recognition that one approach will not suit every workplace because of the size, location and individual characteristics of each workplace;
  - (viii) a recognition that local level employees are best placed to make decisions that meet local needs;
  - (ix) a recognition that local level changes need to be sustainable in terms of available resources and systemic and local priorities; and
  - (x) a recognition that all employees must be provided with opportunities to contribute to change.
- (c) Consultative Model
- (i) The "Umbrella" committee, the Education Consultative Committee, is the peak employer/union body for workplace reform and other significant employee relations issues. The committee has a coordinating role with regard to departmental consultation as it relates to state schools.
  - (ii) The ECC forms the first of a two-tier consultative structure with the second tier being the network of committees located in various parts of the Department. The committees will be supported by consultative guidelines and checklists for those schools which cannot sustain a formal committee.
  - (iii) The intention is to create a consultative model which will allow each departmental employee access to contribute their ideas.

### **22.3 Education Consultative Committee (ECC)**

- (a) Terms of reference
- (i) To serve as the Department's peak employer/union consultative body with regard to workplace reform and other significant employee relations issues.
  - (ii) To develop a broad framework to advance workplace reform across the Department.
  - (iii) To oversee the development of workplace reform proposals in the Department.
  - (iv) To coordinate and link workplace reform initiatives and consultative forums which are active within the Department.
  - (v) To oversee the establishment, training and operation of Department's network of consultative committees.
  - (vi) To model a culture of participative management within the Department.
  - (vii) To ensure that information concerning workplace reform issues is conveyed to employees in a timely, consistent and comprehensive manner.
  - (viii) To consider proposals submitted by local consultative committees in accordance with facilitative provisions.
  - (ix) To attempt to resolve disputes that arises from this Agreement referred by LCC's.
- (b) Composition
- (i) Membership of the ECC will comprise equal representation of management and union nominees.
  - (ii) The composition of the ECC will comprise employer representatives of the Department and representatives from the Queensland Teachers' Union of Employees, The Together Queensland,

Industrial Union of Employees, and the United Workers Union, Industrial Union of Employees, Queensland Branch.

## **22.4 Local Consultative Committees (LCCs)**

- (a) Terms of reference
  - (i) To monitor workplace reform issues, especially Agreement initiatives, and make recommendations to the ECC.
  - (ii) To provide a forum for generation and consideration of local workplace reform initiatives through regular structured meetings.
  - (iii) To consider and prioritise Best Practice initiatives relevant to the local environment.
  - (iv) To endorse local level changes capable of local approval, and to recommend to the ECC changes to be processed through the facilitative provisions.
  - (v) To evaluate and report to the ECC on pilot and trial projects conducted under the Workplace Reform in Schools Program.
  - (vi) To assume a dispute settling role on workplace reform matters related to this Agreement and to refer to the ECC those issues which cannot be resolved locally.
  - (vii) To act as an avenue of communication between local employees and the ECC.
  - (viii) To develop strategies for encouraging contributions from all staff, including school support staff and employees from target groups identified in the *Public Sector Act 2022*.
  - (ix) To contribute to a culture of participative management within the workplace.
- (b) Composition
  - (i) Membership of LCCs shall comprise equal representation of management and union nominees.
  - (ii) LCC membership will include one TQ nominee. Other LCC members in relation to other employee groups not covered by this Agreement, are determined in accordance with the relevant industrial instrument. The total number of LCC members will not be prescribed, but shall comprise equal representation of management and union nominees.
  - (iii) Decisions of the LCC are to be made by consensus wherever possible.
- (c) Operating Principles
  - (i) The LCC is to ensure that the views of all staff members and work groups are considered regardless of whether the work group is represented on the LCC.
  - (ii) Meetings will be held regularly and timed in a way that minimizes disruption to student learning.
  - (iii) Decisions of the LCC are to be made by consensus wherever possible.
  - (iv) Decisions of the LCC are to be communicated to all staff.
  - (v) All LCC members will be provided with a training package as determined by the ECC.

## **22.5 Best Practice in Education**

- (a) Introduction

- (i) The parties to this Agreement recognise that enterprise bargaining provides an appropriate opportunity to promote and implement a Best Practice approach to work, management and service delivery within the Department.
  - (ii) The parties are committed to progressing the development and implementation of a Best Practice approach to work, management and service delivery. The concept of Best Practice will be promoted across the areas of learning and teaching, school management and workforce management.
  - (iii) The parties accept that a Best Practice approach to work and management issues within these three areas can contribute to organisational structures and work processes that promote quality, flexibility and responsiveness, which eliminate waste and repetition and which directly contribute to or support enhanced educational outcomes for students.
- (b) Definition
- (i) The parties agree to accept the following definition of Best Practice for the purposes of establishing a broad framework to progress Best Practice within the Department.
  - (ii) "Best Practice is an integrated and continuous organisational strategy which seeks to achieve and maintain a world class standard in all aspects of an organisation's operations, which is focussed on client outcomes, and which simultaneously enhances the quality of working life for employees."
- (c) Principles
- (i) The parties agree that the following principles form the basis for a Best Practice approach to work, management and service delivery:
    - A. a clear management vision and a strategy for achieving world class performance must be articulated to all employees and client groups;
    - B. employees and members of the school community are to be extensively consulted in the planning of change and able to participate in decision making processes which develop and implement alternative and innovative ways of enhancing service delivery;
    - C. the development of flexible structures and work practices which can adapt and respond to varying and diverse client needs and expectations;
    - D. optimum utilisation of technology in the way the organisation is managed and in how work practices are performed;
    - E. the existence of a workplace culture of continuous improvement which facilitates continual monitoring, review, and evaluation of the way in which all work is managed, organised and performed; and
    - F. a willingness and ability to measure performance through benchmarking processes and a commitment to benchmark performance both internally and with external organisations.
- (d) Objectives
- (i) The parties agree that a Best Practice approach to work, management and service delivery should be directed at achieving the following objectives:
  - (ii) pursuing a progressive path towards school-based management, within overarching principles, featuring integrated approaches with employees, students, parents and the wider school community, and accompanied by appropriate accountability mechanisms;
  - (iii) developing flexible and adaptable learning and support structures and processes which deliver a quality education service throughout Queensland;

- (iv) providing all employees with the ability to actively participate in decision-making processes which enable them to draw upon their experiences, skills and competencies to contribute to alternative and innovative ways in how the Department is managed and operates;
- (v) ensuring the optimum use of technology in managing the Department's human, financial, physical and information resources;
- (vi) developing a culture of continuous improvement and a continual questioning of the way the Department provides and supports a quality education service; and
- (vii) developing a performance measurement culture that includes a commitment to measure outcomes and to benchmark the organisation's performance internally and with external organisations.

(e) Best Practice Indicators

The parties agree that a Best Practice approach to work, management and service delivery will be characterized by the following broad indicators:

(i) School Management

- A. A clearly articulated management vision on the concept of school-based management;
- B. A workplace culture of continuous improvement which promotes alternative and innovative management and service delivery approaches;
- C. Collaborative decision-making processes which involves consultation with and participation of all elements of the school community;
- D. Decision making processes, structures and delegations which result in functions and responsibilities residing in the most appropriate location;
- E. Efficient and effective school-based management of resources, accompanied by accountability mechanisms to the community, Department and Government;
- F. Optimum use of technology in all aspects of school operations;
- G. A commitment to benchmark school management activities.

(ii) Workforce Management

- A. A clearly articulated human resource management vision and strategic plan.
- B. A flexible, adaptable, highly skilled workforce which is enhanced by:
  - 1) an organisational culture within which employees feel valued and which attracts, develops, retains and rewards high calibre employees;
  - 2) appropriate and flexible conditions of employment which encourage individual employees to work to their full potential;
  - 3) a safe and healthy work environment that is free from discrimination;
  - 4) Effective consultative mechanisms which engender a culture of participative management;
  - 5) A commitment to continuous improvement in human resource management, including a focus on performance measurement;
  - 6) Optimum use of technology.

(f) Best Practice

- (i) Best Practice is a key feature of the Department's workplace reform agenda for schools.

- (ii) The parties recognise that enterprise bargaining is a major vehicle, but not the only vehicle to progress Best Practice and workplace reform. The parties commit to pursue Best Practice as a philosophy of continuous improvement. Consistent with this commitment, the parties recognise that Best Practice extends well beyond the contents of the Agreement to influence the very essence of the approach to work, management and service delivery.
- (iii) The parties will facilitate the progression of Best Practice during the life of the Agreement by establishing a framework which integrates programs, policies and consultative mechanisms. The key components of this framework are:
  - A. consultative structures – the central "Umbrella" consultative committee being the peak employee relations consultative body for the Department. It will link with existing consultative mechanisms at a central level and will be supported by local committees at school level;
  - B. school management projects – the parties agree to advance the Department's school-based management agenda through sector wide initiatives (e.g. management of utility costs) and a series of pilot projects in schools (e.g. flexible staffing) detailed within this Appendix;
  - C. facilitative provisions – which provide the capacity for local workplaces to pursue Best Practice approaches which conflict with centrally regulated employment conditions or work practices;
  - D. "Workplace Reform in Schools Program" – an internally generated program which will support those schools involved in school management pilot projects and other projects which have the potential to demonstrate a Best Practice approach to work, management and service delivery.

## **22.6 Workplace Reform Initiatives**

- (a) School-Based Management
  - (i) a) The parties are committed to a program of long-term workplace reform which enhances educational outcomes for students. A progressive path towards school-based management, within an established vision and guiding principles, is a central component of the Department's long-term workplace reform agenda. School-based management is a significant workplace reform initiative which has the potential to enhance the efficiency and effectiveness of school operations in the medium to long term.
  - (ii) b) The underlying basis for progressing school-based management is a recognition that school employees and members of the school community are best positioned to determine management processes and service delivery which best address local requirements and expectations. School based management will be characterised by collaborative decision-making processes, which result in decisions tailored to enhance management and educational outcomes at the school and are consistent with broad policy parameters and the corporate priorities of the Department.
- (b) Principles of School-Based Management
  - (i) The parties are committed to pursuing a model of school-based management which considers and addresses the unique characteristics and requirements of the Department. To achieve this objective the parties agree that the following principles will provide the direction for the Department's approach to school-based management:
    - A. school-based management will reinforce the focus on the Department's core business of learning and teaching. As with other major elements of the Department's reform agenda, school-based management is intended to enhance student educational outcomes;
    - B. responsibility for decisions will be moved as close to the point of implementation as possible.

- C. The transition towards school-based management and the rate of change is not constant for all schools. The Department's model of school-based management will recognise the size, location and individual characteristics of schools in determining where functions and responsibilities should reside;
- D. school-based management will be characterised by collaborative decision making. School based management will be a process where careful consideration is given to the most appropriate location of functions and responsibilities. Movement of functions will occur in both directions between schools and central and regional offices, and will reflect a balance between efficiency and responsiveness;
- E. school-based management will occur within a systemic framework;
- F. the movement towards school-based management is a long-term continuous and incremental process;
- G. the availability and development of systems and technology will mediate the pace with which the Department can move towards school-based management;
- H. the path towards school-based management will reflect the principles of a Best Practice approach to work management and service delivery, as prescribed in 22.5 Best Practice in Education; and
- I. school-based management will be accompanied by increased accountability requirements to the community, Department and Government.

(c) Opportunities to Progress School-Based Management

- (i) Broad avenues have been identified as providing opportunities to progress school-based management. The parties are committed to maximising the opportunities which these avenues may provide. The avenues are:
  - A. specific reform initiatives as detailed in this appendix (e.g. the capacity for schools to vary hours of instruction); and
  - B. initiatives implemented at an individual school level in the normal manner of staff seeking to adopt Best Practice to work, management and service delivery.

(d) School-Based Management Model

- (i) The path towards school-based management is a long term and continuous process.
- (ii) The parties acknowledge the progress made to date implementing a progressive approach to school-based management through pilot projects implemented under the Department of Education Operational Areas Certified Agreement 1994. The parties agree to cooperate in the implementation of this initiative.
- (iii) This cooperation will involve participation in refining the model of school-based management. As such, the parties are committed to the following implementation parameters:
- (iv) The parties acknowledge that flexibility is required at the school level. So as to attain this flexibility, the unions acknowledge that the Department requires the ability to modify or alter local staffing arrangements in accordance with local needs.
- (v) The parties acknowledge that flexible staffing arrangements will be determined at a local school level and will occur in accordance with the following parameters:
  - A. funds allocated to staff must be used for the employment of staff;

- B. changes to staffing mix shall only occur in the event of a substantive vacancy;
  - C. any variation to the staffing mix will be subject to all other guarantees being met;
  - D. variations to the staffing mix will only occur following endorsement by the LCC (where an LCC is required) and a majority of staff. Variations must be approved by the School Council (if established), and the Regional Director and submitted to the ECC for approval;
  - E. the parties agree to establish a framework to streamline the ECC approval process; and
  - F. the terms and conditions of all employees shall be in accordance with applicable industrial instruments, directives as issued by the Industrial Relations Minister in accordance with the *Public Sector Act 2022* and directives issued by the Commission Chief Executive in accordance the *Public Sector Act 2022*. Any new positions shall be subject to job evaluation in accordance with a directive (as amended) relating to recruitment and selection issued by the commission chief executive in accordance with the *Public Sector Act 2022*.
- (vi) School Councils (if established)
- A. Staff shall be represented by elected representatives on school councils in numbers or proportions as determined by the formal consultation process.
  - B. The role of the school council will focus on the broad strategic direction of the school with day to day management remaining the responsibility of the Principal.
  - C. The school council shall have no role in the appointment, transfer, termination, salary or conditions of employees other than the participation of the school council representative as part of the Department's selection panel for the Principal of the school.
- (vii) Transfer
- A. Transfers shall continue to be subject to the existence of a suitable vacancy in the area.
  - B. The employer is further committed to the continuation of the existing transfer at level procedure for school support staff in schools.
- (viii) Monitoring Procedures
- A. In order that the guarantees in this document can be properly monitored, the employer will provide to the relevant unions the allocative methodology used as the basis for staffing schools, including allocation of services.
  - B. Where available, a breakdown of information by district and sector will also be provided.

## **22.7 Workplace Reform in Schools Program**

- (a) The parties agree to continue their coordinated approach to school-based management which is consistent with the overarching principles and direction outlined in 22.2 Consultation Arrangements and Mechanisms. A dedicated Workplace Reform in Schools Program is established to support this coordinated approach.
- (b) The objectives of a Workplace Reform in Schools Program are to:
  - (i) pilot a range of reform initiatives in schools which support the Department's reform agenda and satisfy the overarching principles for school-based management;
  - (ii) encourage schools to develop and action research alternative and innovative approaches to work organisation, management and service delivery within a systemic policy framework;
  - (iii) monitor, support and evaluate pilot and action research projects to determine their potential for broader application;

- (iv) communicate the content, progress and outcomes of Best Practice initiatives across the state to enable other schools to consider implementation; and
  - (v) develop a culture of continuous workplace improvement and promote a learning environment.
- (c) The measurement of productivity for workplace reform purposes should be based on the following simple principles. Performance indicators should:
- (i) facilitate the measurement of a combination of direct, quantifiable factors and indirect, qualitative factors which will demonstrate performance enhancement;
  - (ii) be output / outcome focused;
  - (iii) be simple, easy to interpret and able to be managed at the workplace;
  - (iv) be relevant and meaningful to the workforce; and
  - (v) be linked to the achievement of organisational objectives.
- (d) These principles aim to foster a culture which promotes devolved responsibility for performance management as the foundation for Best Practice and continuous improvement.

## **22.8 Facilitative Provisions**

- (a) facilitative provision is necessary to allow for the variation of employment conditions or work practices at the school or workplace in order to meet the objective of this Part. The following procedures shall apply:
- (i) the implementation of changed employment conditions or work practices shall be negotiated between the Principal / supervisors and all employees who would be directly affected in line with consultative mechanisms;
  - (ii) employees may be represented by their local union delegate/s and shall have the right to be represented by their union official/s;
  - (iii) conditions of employment or work practices provided for in facilitative provisions can only be implemented by agreement;
  - (iv) all employees directly affected must be consulted as a group and the relevant union/s notified at least 7 days in advance regarding any proposal;
  - (v) in the process of determining to vary work practices or employment conditions, appropriate consideration must be given to the potential impact upon employees with family responsibilities, occupational health and safety issues and on other employee groups;
  - (vi) in determining the outcome neither party should unreasonably withhold agreement;
  - (vii) agreement is defined as obtaining the agreement of the majority of employees affected, however it is acknowledged by the parties that consensus should wherever possible be the basis for agreement;
  - (viii) any such proposal shall be subject to ratification by the ECC prior to implementation;
  - (ix) any such agreement reached must be documented, and must incorporate a review period. A copy of such agreement must be forwarded to the relevant union/s and the ECC; and
  - (x) basic employment conditions, such as the normal weekly pay of employees, hours of duty, recreation leave, sick leave, long service leave and other leave entitlements, shift and weekend penalties and authorised overtime cannot be varied by this process.

## **22.9 Administrative Practices – Facilities Management**



- (a) The parties are committed to the efficient use and management of physical assets within the Department consistent with corporate goals and objectives and in compliance with relevant legislation, Acts, directives, financial management strategies and initiatives. As a consequence, the following objectives shall be pursued by all employees of the Department where relevant and appropriate:
  - (i) implement demand management strategies to improve the match between student capacity and school enrolment;
  - (ii) reduce facility related outgoings and/or revenue generation through retirement, disposal or alternative use of surplus and obsolete assets;
  - (iii) joint development, multiple usage, partnering and similar sharing arrangements with compatible users and through competitive service delivery arrangements;
  - (iv) improve energy management practices;
  - (v) improve practices in the consumption of water;
  - (vi) improved efficiency in facility utilisation;
  - (vii) reduce incidence of false alarms and security breaches;
  - (viii) reduce calls for unplanned maintenance works; and
  - (ix) improve local management of fire safety and workplace health and safety issues to reduce the need for external intervention.

#### **22.10 Organisational Health**

- (a) The parties commit to joint cooperation in a continuation of efforts to improve organisational health, at school or work unit level, and at the individual employee level. The parties acknowledge that a preventative approach to organisational health issues is critical to the maintenance of healthy workplaces. The parties further agree that a risk management approach to the improvement organisational health will be a central component of the programs and strategies implemented at school and work unit level.
- (b) During the life of this Agreement the parties will continue to develop programs and strategies addressing the following broad areas:
  - (i) reduction in the incidence and duration of workplace injury;
  - (ii) reduction in the incidence of workplace stress;
  - (iii) improved processes to manage employee rehabilitation and return to work;
  - (iv) improved employee well-being as measured through reduced absences and employee opinion surveys; and
  - (v) improved data management and reporting systems.

#### **PART 23 WORKING WITH CHILDREN CHECK – QUEENSLAND’S BLUE CARD SYSTEM**

- 23.1 *The Working with Children (Risk Management and Screening Act 2000)* (as amended from time to time) requires people who work in regulated employment to undergo screening (i.e. the Working with Children Check) herein referred to as the “Blue Card”. The following provisions apply to payment for Blue Card applications and renewals for employees. This agreed position will continue for the life of the Agreement.
- 23.2 New employees, employed by the Department and who are required to hold a current Blue Card as part of their initial engagement, will be required to self-fund the prescribed fee for their initial Blue Card application. These employees will not be required to fund the renewal fee(s) during the term of the Agreement.

- 23.3 Existing employees who do not hold a Blue Card and who are required to perform duties that require them to hold a Blue Card will not be required to self-fund the prescribed application and/or renewal fee(s). Existing employees will not be required to fund the Blue Card renewal fee(s) during the term of the Agreement.

#### **PART 24 DISCIPLINARY AND SUSPENSION PROCEDURES**

- 24.1 All employees shall be subject to the same disciplinary and suspension policy, procedures and provisions as those applying to public service officers in the *Public Sector Act 2022*.
- 24.2 Any disciplinary action taken pursuant to the *Public Sector Act 2022*, excluding suspension on normal remuneration shall be in accordance with the principles of natural justice.
- 24.3 Any disciplinary action, except termination of employment, shall be subject to the relevant appeals and reviews provisions of the *Public Sector Act 2022*.

#### **PART 25 IMPROVING GENDER EQUITY**

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 The employer confirms its commitment to supporting women in the workplace and recognises the importance of gender pay equity.
- 25.5 The parties acknowledge that cultural change is necessary to ensure that the gender pay gap is reduced during the life of this Agreement.

**APPENDIX 1. SALARY SCHEDULES**

<b>Queensland Public Service Officers and Other Employees Award – State 2015</b>							
<b>ADMINISTRATIVE STREAM</b>							
<b>Classification Level</b>	<b>Pay Point</b>	<b>Salary 01/09/2022 Per Fortnight</b>	<b>Salary 01/09/2023 Per Fortnight (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Per Fortnight (3% p.a. Increase)</b>	<b>Salary 01/09/2022 Annualised</b>	<b>Salary 01/09/2023 Annualised (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Annualised (3% p.a. Increase)</b>
L1	1	\$1,646.30	\$1,712.20	\$1,763.60	\$42,951	\$44,670	\$46,011
	2	\$1,753.40	\$1,823.50	\$1,878.20	\$45,745	\$47,574	\$49,001
	3	\$1,860.60	\$1,935.00	\$1,993.10	\$48,542	\$50,483	\$51,999
L2	1	\$2,138.20	\$2,223.70	\$2,290.40	\$55,784	\$58,015	\$59,755
	2	\$2,192.30	\$2,280.00	\$2,348.40	\$57,196	\$59,484	\$61,268
	3	\$2,247.40	\$2,337.30	\$2,407.40	\$58,633	\$60,979	\$62,807
	4	\$2,304.60	\$2,396.80	\$2,468.70	\$60,125	\$62,531	\$64,407
	5	\$2,359.80	\$2,454.20	\$2,527.80	\$61,566	\$64,028	\$65,949
	6	\$2,415.90	\$2,512.50	\$2,587.90	\$63,029	\$65,549	\$67,516
	7	\$2,478.30	\$2,577.40	\$2,654.70	\$64,657	\$67,243	\$69,259
	8	\$2,547.00	\$2,648.90	\$2,728.40	\$66,449	\$69,108	\$71,182
L3	1	\$2,715.40	\$2,824.00	\$2,908.70	\$70,843	\$73,676	\$75,886
	2	\$2,813.20	\$2,925.70	\$3,013.50	\$73,394	\$76,329	\$78,620
	3	\$2,914.10	\$3,030.70	\$3,121.60	\$76,027	\$79,069	\$81,440
	4	\$3,012.90	\$3,133.40	\$3,227.40	\$78,604	\$81,748	\$84,201
L4	1	\$3,189.70	\$3,317.30	\$3,416.80	\$83,217	\$86,546	\$89,142
	2	\$3,290.60	\$3,422.20	\$3,524.90	\$85,849	\$89,283	\$91,962
	3	\$3,394.60	\$3,530.40	\$3,636.30	\$88,563	\$92,106	\$94,869
	4	\$3,496.50	\$3,636.40	\$3,745.50	\$91,221	\$94,871	\$97,717
L5	1	\$3,676.40	\$3,823.50	\$3,938.20	\$95,915	\$99,752	\$102,745
	2	\$3,781.40	\$3,932.70	\$4,050.70	\$98,654	\$102,601	\$105,680
	3	\$3,885.40	\$4,040.80	\$4,162.00	\$101,367	\$105,422	\$108,584
	4	\$3,988.40	\$4,147.90	\$4,272.30	\$104,055	\$108,216	\$111,461
L6	1	\$4,205.80	\$4,374.00	\$4,505.20	\$109,726	\$114,115	\$117,538
	2	\$4,300.40	\$4,472.40	\$4,606.60	\$112,194	\$116,682	\$120,183
	3	\$4,397.10	\$4,573.00	\$4,710.20	\$114,717	\$119,306	\$122,886
	4	\$4,491.80	\$4,671.50	\$4,811.60	\$117,188	\$121,876	\$125,531
L7	1	\$4,690.40	\$4,878.00	\$5,024.30	\$122,369	\$127,264	\$131,080
	2	\$4,803.80	\$4,996.00	\$5,145.90	\$125,328	\$130,342	\$134,253
	3	\$4,914.00	\$5,110.60	\$5,263.90	\$128,203	\$133,332	\$137,331
	4	\$5,023.20	\$5,224.10	\$5,380.80	\$131,052	\$136,293	\$140,381
L8	1	\$5,186.50	\$5,394.00	\$5,555.80	\$135,312	\$140,726	\$144,947
	2	\$5,288.40	\$5,499.90	\$5,664.90	\$137,971	\$143,489	\$147,793
	3	\$5,384.10	\$5,599.50	\$5,767.50	\$140,467	\$146,087	\$150,470
	4	\$5,481.80	\$5,701.10	\$5,872.10	\$143,016	\$148,738	\$153,199

**Queensland Public Service Officers and Other Employees Award – State 2015**

**OPERATIONAL STREAM**

<b>Classification Level</b>	<b>Pay Point</b>	<b>Salary 01/09/2022 Per Fortnight</b>	<b>Salary 01/09/2023 Per Fortnight (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Per Fortnight (3% p.a. Increase)</b>	<b>Salary 01/09/2022 Annualised</b>	<b>Salary 01/09/2023 Annualised (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Annualised (3% p.a. Increase)</b>
L1	1	\$1,453.90	\$1,512.10	\$1,557.50	\$37,931	\$39,450	\$40,634
	2	\$1,581.80	\$1,645.10	\$1,694.50	\$41,268	\$42,920	\$44,208
	3	\$1,689.00	\$1,756.60	\$1,809.30	\$44,065	\$45,828	\$47,203
	4	\$1,817.90	\$1,890.60	\$1,947.30	\$47,428	\$49,324	\$50,804
	5	\$1,924.00	\$2,001.00	\$2,061.00	\$50,196	\$52,205	\$53,770
	6	\$2,053.00	\$2,135.10	\$2,199.20	\$53,561	\$55,703	\$57,376
L2	1	\$2,138.20	\$2,223.70	\$2,290.40	\$55,784	\$58,015	\$59,755
	2	\$2,195.40	\$2,283.20	\$2,351.70	\$57,276	\$59,567	\$61,354
	3	\$2,254.70	\$2,344.90	\$2,415.20	\$58,824	\$61,177	\$63,011
	4	\$2,311.90	\$2,404.40	\$2,476.50	\$60,316	\$62,729	\$64,610
L3	1	\$2,346.20	\$2,440.00	\$2,513.20	\$61,211	\$63,658	\$65,568
	2	\$2,392.00	\$2,487.70	\$2,562.30	\$62,406	\$64,902	\$66,849
	3	\$2,441.90	\$2,539.60	\$2,615.80	\$63,707	\$66,256	\$68,244
	4	\$2,491.80	\$2,591.50	\$2,669.20	\$65,009	\$67,610	\$69,638
L4	1	\$2,592.70	\$2,696.40	\$2,777.30	\$67,642	\$70,347	\$72,458
	2	\$2,673.80	\$2,780.80	\$2,864.20	\$69,758	\$72,549	\$74,725
	3	\$2,758.10	\$2,868.40	\$2,954.50	\$71,957	\$74,835	\$77,081
	4	\$2,837.10	\$2,950.60	\$3,039.10	\$74,018	\$76,979	\$79,288
L5	1	\$2,908.90	\$3,025.30	\$3,116.10	\$75,891	\$78,928	\$81,297
	2	\$3,000.40	\$3,120.40	\$3,214.00	\$78,278	\$81,409	\$83,851
	3	\$3,097.10	\$3,221.00	\$3,317.60	\$80,801	\$84,034	\$86,554
	4	\$3,189.70	\$3,317.30	\$3,416.80	\$83,217	\$86,546	\$89,142
L6	1	\$3,323.80	\$3,456.80	\$3,560.50	\$86,716	\$90,185	\$92,891
	2	\$3,412.20	\$3,548.70	\$3,655.20	\$89,022	\$92,583	\$95,362
	3	\$3,496.50	\$3,636.40	\$3,745.50	\$91,221	\$94,871	\$97,717
L7	1	\$3,659.80	\$3,806.20	\$3,920.40	\$95,482	\$99,301	\$102,280
	2	\$3,745.00	\$3,894.80	\$4,011.60	\$97,704	\$101,613	\$104,660
	3	\$3,832.40	\$3,985.70	\$4,105.30	\$99,985	\$103,984	\$107,104

**Queensland Public Service Officers and Other Employees Award – State 2015**

**PROFESSIONAL STREAM**

<b>Classification Level</b>	<b>Pay Point</b>	<b>Salary 01/09/2022 Per Fortnight</b>	<b>Salary 01/09/2023 Per Fortnight (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Per Fortnight (3% p.a. Increase)</b>	<b>Salary 01/09/2022 Annualised</b>	<b>Salary 01/09/2023 Annualised (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Annualised (3% p.a. Increase)</b>
L1	1	\$1,692.10	\$1,759.80	\$1,812.60	\$44,146	\$45,912	\$47,289
	2	\$1,848.10	\$1,922.00	\$1,979.70	\$48,216	\$50,144	\$51,649
	3	\$2,004.10	\$2,084.30	\$2,146.80	\$52,286	\$54,378	\$56,009
	4	\$2,226.60	\$2,315.70	\$2,385.20	\$58,090	\$60,415	\$62,228
	5	\$2,320.20	\$2,413.00	\$2,485.40	\$60,532	\$62,953	\$64,842
	6	\$2,411.80	\$2,508.30	\$2,583.50	\$62,922	\$65,440	\$67,402
	7	\$2,514.70	\$2,615.30	\$2,693.80	\$65,607	\$68,231	\$70,279
L2	1	\$2,712.30	\$2,820.80	\$2,905.40	\$70,762	\$73,593	\$75,800
	2	\$2,855.80	\$2,970.00	\$3,059.10	\$74,506	\$77,485	\$79,810
	3	\$3,000.40	\$3,120.40	\$3,214.00	\$78,278	\$81,409	\$83,851
	4	\$3,149.10	\$3,275.10	\$3,373.40	\$82,158	\$85,445	\$88,010
	5	\$3,295.80	\$3,427.60	\$3,530.40	\$85,985	\$89,424	\$92,106
	6	\$3,440.30	\$3,577.90	\$3,685.20	\$89,755	\$93,345	\$96,144
L3	1	\$3,608.80	\$3,753.20	\$3,865.80	\$94,151	\$97,918	\$100,856
	2	\$3,714.90	\$3,863.50	\$3,979.40	\$96,919	\$100,796	\$103,820
	3	\$3,824.10	\$3,977.10	\$4,096.40	\$99,768	\$103,760	\$106,872
	4	\$3,931.20	\$4,088.40	\$4,211.10	\$102,562	\$106,663	\$109,865
L4	1	\$4,176.60	\$4,343.70	\$4,474.00	\$108,965	\$113,324	\$116,724
	2	\$4,281.70	\$4,453.00	\$4,586.60	\$111,707	\$116,176	\$119,661
	3	\$4,387.80	\$4,563.30	\$4,700.20	\$114,475	\$119,053	\$122,625
	4	\$4,491.80	\$4,671.50	\$4,811.60	\$117,188	\$121,876	\$125,531
L5	1	\$4,690.40	\$4,878.00	\$5,024.30	\$122,369	\$127,264	\$131,080
	2	\$4,803.80	\$4,996.00	\$5,145.90	\$125,328	\$130,342	\$134,253
	3	\$4,914.00	\$5,110.60	\$5,263.90	\$128,203	\$133,332	\$137,331
	4	\$5,023.20	\$5,224.10	\$5,380.80	\$131,052	\$136,293	\$140,381
L6	1	\$5,186.50	\$5,394.00	\$5,555.80	\$135,312	\$140,726	\$144,947
	2	\$5,288.40	\$5,499.90	\$5,664.90	\$137,971	\$143,489	\$147,793
	3	\$5,384.10	\$5,599.50	\$5,767.50	\$140,467	\$146,087	\$150,470
	4	\$5,481.80	\$5,701.10	\$5,872.10	\$143,016	\$148,738	\$153,199

**Queensland Public Service Officers and Other Employees Award – State 2015**

<b>TECHNICAL STREAM</b>							
<b>Classification Level</b>	<b>Pay Point</b>	<b>Salary 01/09/2022 Per Fortnight</b>	<b>Salary 01/09/2023 Per Fortnight (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Per Fortnight (3% p.a. Increase)</b>	<b>Salary 01/09/2022 Annualised</b>	<b>Salary 01/09/2023 Annualised (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Annualised (3% p.a. Increase)</b>
L1	1	\$1,692.10	\$1,759.80	\$1,812.60	\$44,146	\$45,912	\$47,289
	2	\$1,848.10	\$1,922.00	\$1,979.70	\$48,216	\$50,144	\$51,649
	3	\$2,004.10	\$2,084.30	\$2,146.80	\$52,286	\$54,378	\$56,009
	4	\$2,226.60	\$2,315.70	\$2,385.20	\$58,090	\$60,415	\$62,228
	5	\$2,320.20	\$2,413.00	\$2,485.40	\$60,532	\$62,953	\$64,842
	6	\$2,411.80	\$2,508.30	\$2,583.50	\$62,922	\$65,440	\$67,402
	7	\$2,514.70	\$2,615.30	\$2,693.80	\$65,607	\$68,231	\$70,279
L2	1	\$2,556.30	\$2,658.60	\$2,738.40	\$66,692	\$69,361	\$71,443
	2	\$2,646.80	\$2,752.70	\$2,835.30	\$69,053	\$71,816	\$73,971
	3	\$2,736.20	\$2,845.60	\$2,931.00	\$71,386	\$74,240	\$76,468
	4	\$2,830.90	\$2,944.10	\$3,032.40	\$73,856	\$76,810	\$79,113
	5	\$2,923.40	\$3,040.30	\$3,131.50	\$76,269	\$79,319	\$81,699
	6	\$3,012.90	\$3,133.40	\$3,227.40	\$78,604	\$81,748	\$84,201
L3	1	\$3,189.70	\$3,317.30	\$3,416.80	\$83,217	\$86,546	\$89,142
	2	\$3,270.80	\$3,401.60	\$3,503.60	\$85,333	\$88,745	\$91,406
	3	\$3,356.10	\$3,490.30	\$3,595.00	\$87,558	\$91,059	\$93,791
	4	\$3,440.30	\$3,577.90	\$3,685.20	\$89,755	\$93,345	\$96,144
L4	1	\$3,608.80	\$3,753.20	\$3,865.80	\$94,151	\$97,918	\$100,856
	2	\$3,720.10	\$3,868.90	\$3,985.00	\$97,055	\$100,937	\$103,966
	3	\$3,832.40	\$3,985.70	\$4,105.30	\$99,985	\$103,984	\$107,104
L5	1	\$3,988.40	\$4,147.90	\$4,272.30	\$104,055	\$108,216	\$111,461
	2	\$4,103.80	\$4,268.00	\$4,396.00	\$107,065	\$111,349	\$114,689
	3	\$4,218.20	\$4,386.90	\$4,518.50	\$110,050	\$114,451	\$117,885
	4	\$4,332.60	\$4,505.90	\$4,641.10	\$113,035	\$117,556	\$121,083
L6	1	\$4,471.00	\$4,649.80	\$4,789.30	\$116,645	\$121,310	\$124,949
	2	\$4,583.30	\$4,766.60	\$4,909.60	\$119,575	\$124,357	\$128,088
	3	\$4,690.40	\$4,878.00	\$5,024.30	\$122,369	\$127,264	\$131,080

**General Employees (Queensland Government Departments) and Other Employees Award – State 2015**

<b>ADMINISTRATIVE STREAM</b>							
<b>Classification Level</b>	<b>Pay Point</b>	<b>Salary 01/09/2022 Per Fortnight</b>	<b>Salary 01/09/2023 Per Fortnight (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Per Fortnight (3% p.a. Increase)</b>	<b>Salary 01/09/2022 Annualised</b>	<b>Salary 01/09/2023 Annualised (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Annualised (3% p.a. Increase)</b>
L1	1	\$1,710.80	\$1,779.20	\$1,832.60	\$44,634	\$46,418	\$47,811
	2	\$1,796.10	\$1,867.90	\$1,923.90	\$46,859	\$48,732	\$50,193
	3	\$1,903.20	\$1,979.30	\$2,038.70	\$49,653	\$51,639	\$53,188
L2	1	\$2,138.20	\$2,223.70	\$2,290.40	\$55,784	\$58,015	\$59,755
	2	\$2,192.30	\$2,280.00	\$2,348.40	\$57,196	\$59,484	\$61,268
	3	\$2,247.40	\$2,337.30	\$2,407.40	\$58,633	\$60,979	\$62,807
	4	\$2,304.60	\$2,396.80	\$2,468.70	\$60,125	\$62,531	\$64,407
	5	\$2,359.80	\$2,454.20	\$2,527.80	\$61,566	\$64,028	\$65,949
	6	\$2,415.90	\$2,512.50	\$2,587.90	\$63,029	\$65,549	\$67,516
	7	\$2,478.30	\$2,577.40	\$2,654.70	\$64,657	\$67,243	\$69,259
	8	\$2,547.00	\$2,648.90	\$2,728.40	\$66,449	\$69,108	\$71,182
L3	1	\$2,715.40	\$2,824.00	\$2,908.70	\$70,843	\$73,676	\$75,886
	2	\$2,813.20	\$2,925.70	\$3,013.50	\$73,394	\$76,329	\$78,620
	3	\$2,914.10	\$3,030.70	\$3,121.60	\$76,027	\$79,069	\$81,440
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L4	1	\$3,189.70	\$3,317.30	\$3,416.80	\$83,217	\$86,546	\$89,142
	2	\$3,290.60	\$3,422.20	\$3,524.90	\$85,849	\$89,283	\$91,962
	3	\$3,394.60	\$3,530.40	\$3,636.30	\$88,563	\$92,106	\$94,869
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L5	1	\$3,676.40	\$3,823.50	\$3,938.20	\$95,915	\$99,752	\$102,745
	2	\$3,781.40	\$3,932.70	\$4,050.70	\$98,654	\$102,601	\$105,680
	3	\$3,885.40	\$4,040.80	\$4,162.00	\$101,367	\$105,422	\$108,584
	4	\$3,988.40	\$4,147.90	\$4,272.30	\$104,055	\$108,216	\$111,461
L6	1	\$4,205.80	\$4,374.00	\$4,505.20	\$109,726	\$114,115	\$117,538
	2	\$4,300.40	\$4,472.40	\$4,606.60	\$112,194	\$116,682	\$120,183
	3	\$4,397.10	\$4,573.00	\$4,710.20	\$114,717	\$119,306	\$122,886
	4	\$4,491.80	\$4,671.50	\$4,811.60	\$117,188	\$121,876	\$125,531
L7	1	\$4,690.40	\$4,878.00	\$5,024.30	\$122,369	\$127,264	\$131,080
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	3	\$4,914.00	\$5,110.60	\$5,263.90	\$128,203	\$133,332	\$137,331
	4	\$5,023.20	\$5,224.10	\$5,380.80	\$131,052	\$136,293	\$140,381
L8	1	\$5,186.50	\$5,394.00	\$5,555.80	\$135,312	\$140,726	\$144,947
	2	\$5,288.40	\$5,499.90	\$5,664.90	\$137,971	\$143,489	\$147,793
	3	\$5,384.10	\$5,599.50	\$5,767.50	\$140,467	\$146,087	\$150,470
	4	\$5,481.80	\$5,701.10	\$5,872.10	\$143,016	\$148,738	\$153,199

**General Employees (Queensland Government Departments) and Other Employees Award – State 2015**

<b>OPERATIONAL STREAM</b>							
<b>Classification Level</b>	<b>Pay Point</b>	<b>Salary 01/09/2022 Per Fortnight</b>	<b>Salary 01/09/2023 Per Fortnight (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Per Fortnight (3% p.a. Increase)</b>	<b>Salary 01/09/2022 Annualised</b>	<b>Salary 01/09/2023 Annualised (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Annualised (3% p.a. Increase)</b>
L1	1	\$1,518.40	\$1,579.10	\$1,626.50	\$39,614	\$41,198	\$42,434
	2	\$1,625.50	\$1,690.50	\$1,741.20	\$42,408	\$44,104	\$45,427
	3	\$1,753.40	\$1,823.50	\$1,878.20	\$45,745	\$47,574	\$49,001
	4	\$1,860.60	\$1,935.00	\$1,993.10	\$48,542	\$50,483	\$51,999
	5	\$1,988.50	\$2,068.00	\$2,130.00	\$51,879	\$53,953	\$55,570
	6	\$2,095.60	\$2,179.40	\$2,244.80	\$54,673	\$56,859	\$58,565
L2	1	\$2,138.20	\$2,223.70	\$2,290.40	\$55,784	\$58,015	\$59,755
	2	\$2,195.40	\$2,283.20	\$2,351.70	\$57,276	\$59,567	\$61,354
	3	\$2,254.70	\$2,344.90	\$2,415.20	\$58,824	\$61,177	\$63,011
	4	\$2,311.90	\$2,404.40	\$2,476.50	\$60,316	\$62,729	\$64,610
L3	1	\$2,346.20	\$2,440.00	\$2,513.20	\$61,211	\$63,658	\$65,568
	2	\$2,392.00	\$2,487.70	\$2,562.30	\$62,406	\$64,902	\$66,849
	3	\$2,441.90	\$2,539.60	\$2,615.80	\$63,707	\$66,256	\$68,244
	4	\$2,491.80	\$2,591.50	\$2,669.20	\$65,009	\$67,610	\$69,638
L4	1	\$2,592.70	\$2,696.40	\$2,777.30	\$67,642	\$70,347	\$72,458
	2	\$2,673.80	\$2,780.80	\$2,864.20	\$69,758	\$72,549	\$74,725
	3	\$2,758.10	\$2,868.40	\$2,954.50	\$71,957	\$74,835	\$77,081
	4	\$2,837.10	\$2,950.60	\$3,039.10	\$74,018	\$76,979	\$79,288
L5	1	\$2,908.90	\$3,025.30	\$3,116.10	\$75,891	\$78,928	\$81,297
	2	\$3,000.40	\$3,120.40	\$3,214.00	\$78,278	\$81,409	\$83,851
	3	\$3,097.10	\$3,221.00	\$3,317.60	\$80,801	\$84,034	\$86,554
	4	\$3,189.70	\$3,317.30	\$3,416.80	\$83,217	\$86,546	\$89,142
L6	1	\$3,323.80	\$3,456.80	\$3,560.50	\$86,716	\$90,185	\$92,891
	2	\$3,412.20	\$3,548.70	\$3,655.20	\$89,022	\$92,583	\$95,362
	3	\$3,496.50	\$3,636.40	\$3,745.50	\$91,221	\$94,871	\$97,717
L7	1	\$3,659.80	\$3,806.20	\$3,920.40	\$95,482	\$99,301	\$102,280
	2	\$3,745.00	\$3,894.80	\$4,011.60	\$97,704	\$101,613	\$104,660
	3	\$3,832.40	\$3,985.70	\$4,105.30	\$99,985	\$103,984	\$107,104



<b>Teaching in State Education Award 2016</b>							
<b>COMMUNITY EDUCATION COUNSELLORS</b>							
<b>Classification Level</b>	<b>Pay Point</b>	<b>Salary 01/09/2022 Per Fortnight</b>	<b>Salary 01/09/2023 Per Fortnight (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Per Fortnight (3% p.a. Increase)</b>	<b>Salary 01/09/2022 Annualised</b>	<b>Salary 01/09/2023 Annualised (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Annualised (3% p.a. Increase)</b>
CEC1	1	\$2,225.60	\$2,314.60	\$2,384.00	\$58,064	\$60,386	\$62,197
	2	\$2,316.10	\$2,408.70	\$2,481.00	\$60,425	\$62,841	\$64,728
	3	\$2,409.70	\$2,506.10	\$2,581.30	\$62,867	\$65,382	\$67,344
	4	\$2,476.20	\$2,575.20	\$2,652.50	\$64,602	\$67,185	\$69,202
	5	\$2,542.80	\$2,644.50	\$2,723.80	\$66,340	\$68,993	\$71,062
CEC2	1	\$2,642.60	\$2,748.30	\$2,830.70	\$68,944	\$71,701	\$73,851
	2	\$2,732.10	\$2,841.40	\$2,926.60	\$71,279	\$74,130	\$76,353
	3	\$2,827.80	\$2,940.90	\$3,029.10	\$73,775	\$76,726	\$79,027
	4	\$2,922.40	\$3,039.30	\$3,130.50	\$76,243	\$79,293	\$81,673
	5	\$3,017.00	\$3,137.70	\$3,231.80	\$78,711	\$81,860	\$84,315
CEC3	1	\$3,192.80	\$3,320.50	\$3,420.10	\$83,298	\$86,630	\$89,228
	2	\$3,282.20	\$3,413.50	\$3,515.90	\$85,630	\$89,056	\$91,727
	3	\$3,364.40	\$3,499.00	\$3,604.00	\$87,775	\$91,286	\$94,026
	4	\$3,451.80	\$3,589.90	\$3,697.60	\$90,055	\$93,658	\$96,468
CEC4	1	\$3,696.20	\$3,844.00	\$3,959.30	\$96,431	\$100,287	\$103,295
	2	\$3,802.20	\$3,954.30	\$4,072.90	\$99,197	\$103,165	\$106,259
	3	\$3,907.30	\$4,063.60	\$4,185.50	\$101,939	\$106,016	\$109,197
	4	\$4,014.40	\$4,175.00	\$4,300.30	\$104,733	\$108,923	\$112,192

<b>Queensland Public Service Officers and Other Employees Award – State 2015</b>							
<b>HEALTH PRACTITIONER STREAM</b>							
<b>Classification Level</b>	<b>Pay Point</b>	<b>Salary 01/09/2022 Per Fortnight</b>	<b>Salary 01/09/2023 Per Fortnight (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Per Fortnight (3% p.a. Increase)</b>	<b>Salary 01/09/2022 Annualised</b>	<b>Salary 01/09/2023 Annualised (4% p.a. Increase)</b>	<b>Salary 01/09/2024 Annualised (3% p.a. Increase)</b>
HP3	0	\$2,828.60	\$2,941.70	\$3,030.00	\$73,796	\$76,747	\$79,051
	1	\$3,099.00	\$3,223.00	\$3,319.70	\$80,851	\$84,086	\$86,609
	2	\$3,285.30	\$3,416.70	\$3,519.20	\$85,711	\$89,139	\$91,813
	3	\$3,499.70	\$3,639.70	\$3,748.90	\$91,305	\$94,957	\$97,806
	4	\$3,635.50	\$3,780.90	\$3,894.30	\$94,848	\$98,641	\$101,600
	5	\$3,798.20	\$3,950.10	\$4,068.60	\$99,092	\$103,055	\$106,147
	6	\$3,960.70	\$4,119.10	\$4,242.70	\$103,332	\$107,464	\$110,689
	7	\$4,157.50	\$4,323.80	\$4,453.50	\$108,466	\$112,805	\$116,189
	8	\$4,287.50	\$4,459.00	\$4,592.80	\$111,858	\$116,332	\$119,823
HP4	1	\$4,586.20	\$4,769.60	\$4,912.70	\$119,651	\$124,436	\$128,169
	2	\$4,681.80	\$4,869.10	\$5,015.20	\$122,145	\$127,031	\$130,843
	3	\$4,804.10	\$4,996.30	\$5,146.20	\$125,336	\$130,350	\$134,261
	4	\$4,935.00	\$5,132.40	\$5,286.40	\$128,751	\$133,901	\$137,918
HP5	1	\$5,188.10	\$5,395.60	\$5,557.50	\$135,354	\$140,767	\$144,991
	2	\$5,413.50	\$5,630.00	\$5,798.90	\$141,234	\$146,883	\$151,289
HP6	1	\$5,780.30	\$6,011.50	\$6,191.80	\$150,804	\$156,836	\$161,540
	2	\$5,983.40	\$6,222.70	\$6,409.40	\$156,103	\$162,346	\$167,217

## **APPENDIX 2. LOCALITY ALLOWANCE AREAS**

### **LOCAL AUTHORITIES AS AT 1997**

- Bowen Shire
- Broadsound Shire
- Burdekin Shire
- Cairns City
- Calliope Shire
- Cardwell Shire
- Douglas Shire
- Fitzroy Shire
- Gladstone City
- Hinchinbrook Shire
- Johnstone Shire
- Livingstone Shire
- Mackay City
- Mirani Shire
- Miriam Vale Shire
- Rockhampton City
- Sarina Shire
- Thuringowa City
- Townsville City
- Whitsunday Shire

Within the Local Government areas of Broadsound and Bowen the “coastal” areas are those including the following:

- Broadsound Bowen
- Carmila
- Koumala
- St Lawrence
- Westwood
- Abbot Point
- Almoola
- Armuna
- Binbee
- Bowen
- Collinsville
- Guthalungra
- Kyburra
- Scottville
- Wilmington

Places for which the additional locality allowance available under this Agreement will be paid include the following: –

- Broadsound
- Dysart
- German Creek
- Middlemount
- Norwich Park
- Saraji
- Bowen

- Birralee
- Gunjulla
- Mt Coolon
- Mt Leyston
- Ravenswood

For any places not listed which are within the local Government areas of Broadsound and Bowen, and for which a Locality Allowance is payable as set out in Ministerial Directive: 19/99 Locality Allowances, the Chief Executive of the Department has the authority to determine whether the place is inside or outside the “coastal” area.

### APPENDIX 3. 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	AQF Qualifications Referred to in this Agreement as:
• Senior Secondary Certificate of Education	
• Certificate I	• AQF I
• Certificate II	• AQF II
• Certificate III	• AQF III
• Certificate IV	• AQF IV
• Diploma	• AQF V
• Advanced Diploma	• AQF VI
• Associate Degree	
• Bachelor Degree	
• Graduate Certificate	
• Vocational Graduate Certificate	
• Graduate Diploma	
• Vocational Graduate Diploma	
• Master's 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 4. QUEENSLAND GOVERNMENT COMMITMENT TO 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.

## **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<sup>1</sup> 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.

<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.

### **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 nongovernment 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 policy<sup>1</sup> 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**

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:

<sup>1</sup> This policy should be read in conjunction with applicable industrial instruments.

- 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 inhouse 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. GENERIC LEVEL STATEMENTS**

### **Generic Level Statements - Health Practitioners**

Within the HP classification structure, there are two streams; clinical and management. Roles may require employees to work across streams.

Clinical Stream comprises a number of roles:

- to which are attached a mandatory, minimum tertiary degree or agreed equivalent qualification as determined
- by the employer or delegate; and
- the duties of which reflect a combination of discipline-specific practitioner responsibilities and/or an identifiable specialisation/management within a profession.

Management stream comprises a number of roles to which are attached mandatory, minimum tertiary qualifications associated with a relevant health practitioner profession or discipline, as determined by the employer or delegate.

### **Health Practitioner Three (HP 3)**

#### ***Clinical***

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

HP3 covers newly qualified professionals, developing clinicians, and proficient clinicians.

Employees at this level utilise an acquired level of professional knowledge and skills to deliver professional clinical services in accordance with professional standards, guidelines and work unit procedures. Employees usually participate as a member of a professional or multi-disciplinary team.

Roles have a clinical or education or research focus, or may involve elements of all three. Employees perform a range of duties, mostly of a routine nature. Duties are performed under regular supervision and/or guidance from more experienced practitioners, however with levels of clinical practice supervision decreasing, commensurate with experience in the role or similar roles.

Employees may be expected to manage their own workloads, undertaking routine duties largely independently and by exercising sound levels of professional clinical judgement in decision-making. More complex clinical decision making is undertaken with support or guidance.

Employees are required to participate in research, quality or service improvement activities, under the supervision of a more experienced practitioner. Employees may be required to provide direction and guidance or education to students, assistant and support staff, or to less experienced HP3 level practitioners, also under the supervision of more senior staff.

A primary educator employee at this level will assist and support more senior clinical educators in the development, delivery and evaluation of education and training programs within a discipline or service area.

A primary research employee at this level actively contributes to, or manages part of, a clinical research project/s, with research outcomes typically being applied to clinical practice within a service.

### **Health Practitioner Four (HP 4)**

#### ***Clinical***

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

Employees at Health Practitioner 4 demonstrate the application of high levels of clinical expertise, and provide clinical leadership within a team. Roles may have a clinical, education or research focus, or may involve elements of all three.

Employees provide clinical services of a complex and varied nature where principles, procedures, techniques or methods frequently require adaptation or modification, with clinical decisions based on valid and reliable evidence.

Employees perform a majority of tasks independently, with a requirement for only minimum levels of clinical practice supervision. Employees may be recognised as a reference point within a team.

Employees are expected to research and apply professional clinical evidence to identify opportunities for quality and service improvement activities. Employees ensure that service initiatives are integrated into professional clinical practice, guidelines and policies at a service level, with minimal support/direction from a more senior practitioner.

Employees are expected to provide general clinical advice to supervisors/managers and relevant stakeholders in relation to the delivery of professional clinical services. Employees are responsible for ensuring the maintenance of clinical outcomes and professional standards within the work area.

Primary educator employees will be responsible for the development, delivery and evaluation of clinical education and training programs within a discipline or service area.

Primary researcher employees will have a designated role as a researcher within a team/project, undertaking research of a complex and critical nature, or may manage a small clinical research project/s, with research outcomes being applied to clinical practice within a service or more broadly.

### ***Management (Clinical)***

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

Clinical management roles at HP4 require base level managerial knowledge and skills, coupled with highly developed clinical expertise and a sound understanding of the health care continuum.

Management responsibilities at this level will include operational management/supervision of a small professional team or work unit. The focus may be facility or service based.

Employees provide advice and direction to a small team and undertake clinical governance activities within the service, operating with a high degree of independence.

Employees are responsible for providing clinical leadership within a service; that includes the provision of clinical practice supervision and education/training to HP3 level clinicians. Employees will be responsible for monitoring and reporting of professional standards, quality and service delivery outcomes.

Employees may provide input into strategic planning for a service and will be responsible for ensuring alignment of team or work unit activities to the strategic direction of the service. Clinical management employees at this level may be responsible for the appropriate management of allocated financial resources, and/or maintenance of equipment and assets, in defined areas.

### **Health Practitioner Five (HP5)**

#### ***Clinical***

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

Clinical employees at Health Practitioner 5 demonstrate application of advanced levels of clinical expertise that are recognised at a service level, and provide significant clinical leadership within a service. Professional clinical roles at HP 5 may have a clinical, education or research focus, or may involve elements of all three.

Clinical employees at HP5 level provide specialised or generalist clinical services of a significantly complex and critical nature, with significant scope. Duties are performed through the fully independent application of clinical expertise and use of advanced or novel techniques.

Employees are expected to utilise evidence and research to lead the identification, development, implementation and evaluation of quality and service improvement initiatives and the development of better practice. Employees provide high level clinical advice to supervisors/managers and relevant stakeholders in relation to the development of clinical services.

Clinical employees provide high level clinical leadership within the professional and/or multidisciplinary team/s, and are recognised as the reference point for other clinicians at a service level. Employees contribute to clinical governance and professional competence at a service level, providing clinical practice supervision, and providing advanced training and guidance to HP4 level clinicians seeking to build capability.

A primary educator role develops, delivers and participates in evaluation of specialised education and training programs within services. A primary educator employee contributes to the strategic direction of professional development programs that contribute to enhanced clinical practice knowledge and skills across a service.

A primary researcher leads and manages clinical research programs or a component of a major clinical research program with research outcomes influencing clinical processes and standards of clinical practice and requires relevant postgraduate research qualification and a recent history of peer reviewed publishing on complex clinical practice and / or broad professional topics (not associated with obtaining academic qualifications).

### ***Management (Clinical)***

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

Clinical management employees at HP5 require well developed managerial knowledge and skills and strategic leadership ability, coupled with an advanced level of clinical expertise and comprehensive understanding of the health care continuum.

Employees operationally manage and supply strategic direction to a medium size professional or multidisciplinary team/work unit operating across one or more sites or clinical service areas, ensuring adherence to clinical service standards and achievement of quality and service delivery objectives.

Employees undertake strategic planning for a service, and provide advocacy for the service in advising senior management and relevant stakeholders. The strategic focus will be service based.

Employees are responsible for managing clinical governance processes within a service and/or leading professional governance activities for a particular discipline across a service/s.

Clinical management employees at this level are responsible for the management of human, financial and physical resources, including management of one or more cost centre budgets.

## **Health Practitioner Six (HP 6)**

### ***Clinical***

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

Clinical employees at Health Practitioner 6 demonstrate expert levels of clinical expertise that are recognised at a statewide level, operating in a capacity as an expert clinical consultant on a state-wide or national basis, utilising expert command of highly specialised techniques.

HP6 clinical employees contribute to the development of professional competence in the given area at a state wide level, and may be expected to advocate or influence relevant stakeholders in relation to the development of strategic direction for clinical practice. HP6 clinical employees lead the development of relevant professional standards, they are recognised as an authoritative reference point for clinical expertise, at a state or national level.

Employees may lead professional governance activities, providing clinical practice supervision and education for staff and students, as well as providing expert level training and guidance to advanced level clinicians seeking to build capability.

A primary educator employee at this level will be responsible for the strategic development, delivery and evaluation of a range of professional education and training programs in collaboration with tertiary education providers. Employees manage clinical education programs that have state-wide scope for a professional discipline/s, and directly contribute to the development of professional competence associated with a discipline/s or state-wide speciality clinical health service.

A primary researcher employee at this level will lead and manage a clinical research program/s of significant scope and importance to health services, with research outcomes having wide-spread application to clinical practice for diverse population groups.

Primary research roles at this level require obtainment of:

- post-graduate research qualification/s; and
- a recent history of additional clinical research, evidenced by publication in peer reviewed journals; and
- a successful record of obtaining competitive research grants and funds.

### ***Management (Clinical)***

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

Clinical management roles at HP6 require highly developed managerial knowledge and skills and strategic focus, coupled with an expert level of clinical expertise and significant understanding of the health care continuum.

Employees will be responsible for all aspects of operational and strategic management of a large discipline-specific team/service or a large multi-disciplinary team/service, or a state-wide speciality health service of critical importance to Queensland. Subordinate teams / services managed by employees at this level typically operate within a large facility across multiple clinical service areas, or across multiple sites/facilities and clinical settings.

Employees lead strategic planning for a service/s and strategically direct the management of service delivery, ensuring alignment with health service strategic objectives.

Management employees at this level are accountable for the management of clinical governance systems within a service/s, and typically lead professional governance activities within a service, for a health practitioner discipline. The professional management focus of these roles is service-wide and involves alignment across multiple clinical specialties/settings.

Employees provide authoritative counsel to executive and other managerial or relevant stakeholders on matters falling within their jurisdiction of managerial responsibility and/or recognised expertise. Employees may additionally be required to provide managerial leadership in the development of professional or clinical practice standards on a statewide basis.

Management employees at this level have responsibilities for the management of significant human, financial and physical resources, including management of one or more major cost centre budgets.



**SIGNATORIES:**

Signed for and on behalf of the Department of Education:

Michael De'Ath  
Director-General  
Department of Education

Date: 15/05/2023

In the presence of: Helen McAuliffee

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

Alex Scott  
Secretary  
Together Queensland, Industrial Union of Employees.

Date: 15/05/2023

In the presence of: Dee Spink