

Mr Alex Scott  
State Secretary  
Together Queensland  
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SOUTH BRISBANE BC QLD 4101

06 DEC 2018

Email: [alex.scott@together.org.au](mailto:alex.scott@together.org.au)

Dear Mr Scott *Alex*

***Without prejudice and subject to approval of the Cabinet Budgetary Review Committee***

As you are aware, officers and delegates representing members of Together Queensland Industrial Union of Employees (Together) have been working with departmental representatives with a view to negotiating a replacement agreement for employees of the Department of Education (department) currently covered by the *State Government Entities Certified Agreement 2015*.

I would like to acknowledge the considerable commitment demonstrated by all representatives during the course of negotiations, having dedicated themselves to bargaining in good faith during the regular meetings scheduled since 13 June 2018.

The purpose of this correspondence is to outline the department's proposed package in full and final settlement of Together's Log of Claims. The offer is made on a without prejudice basis and is subject to approval of the Cabinet Budget Review Committee (CBRC).

I understand following recent discussions that Together, as a demonstration of good faith, has indicated a willingness to undertake the following actions with a view to finalising negotiations on the terms set out at paragraphs 1 to 25:

1. To adjourn matter number CB/2018/152 with the Queensland Industrial Relations Commission (QIRC). Upon an in-principle agreement being reached, a notice of discontinuance will be filed in relation to this matter.
2. To adjourn matter number MA/2018/5 in the QIRC on the basis these matters have an impact on bargaining outcomes with the department. Upon an in-principle agreement being reached, a notice of discontinuance will be filed in relation to these matters.
3. To lift all work bans and recommend to members the cessation of any further protected industrial action with respect to the department.

I also note that matter number B/2018/41 which concerns bargaining and the Government's offer of pay increases broadly across the Queensland public sector has been adjourned with no further listing of the matter by the QIRC.

The terms of settlement set out below at paragraphs 1 to 25 are made on a without prejudice basis.

### **1. No loss of entitlements**

It is proposed that there will no reduction to the existing terms and conditions of employment under the replacement agreement. It is proposed that existing terms and conditions will be rolled over, noting in particular the retention of clauses 2.10 (6) and (7) and Appendix 7 of the *State Government Entities Certified Agreement 2015*, subject to matters as agreed for the replacement certified agreement.

### **2. Pay increase over the life of the agreement**

In accordance with Queensland Public Sector Wages policy, the department proposes a three-year agreement with wage increases at 2.5% per annum to be applied to current agreement rates.

It is further proposed that the replacement agreement contain an applicable clause which stipulates the department must consider the current Public Sector Wages Policy (PSWP) before applying each wage increase pursuant to the dates of the scheduled wage increases. Should PSWP be at a level greater than 2.5% per annum at the time of a scheduled wage increase, the greater percentage will apply to that wage increase.

### **3. Permanent employment**

It is proposed to include provisions to supplement *Directive 08/17: Temporary Employment Directive* (Directive) as follows:

- a. Employees who are entitled to be converted to permanency, having met all criteria outlined under the Directive, 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 item 3(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.

Separate and distinct from items 3(a) and (b), the parties agree that the following provisions apply to eligible permanent part-time employees:

#### Employees previously converted to permanent under the Directive

An employee who:

- was converted to permanency under the Directive between 1 July 2017 and the date of certification of the replacement agreement; and
- was converted at a fraction lower than the fraction being worked by the employee in their workplace at the time of decision

may, within 12 months of the certification of the replacement agreement, apply to have the hours to which they were converted under the Directive reviewed (Review). The Review shall be limited to consideration of the permanent hours of conversion at the time of decision.

In considering an application made by the employee the employer must:

- a. Determine whether the employee meets the eligibility requirements as outlined above; and
- b. Consider and apply the criteria for conversion to permanent as outlined in the Directive.

#### Permanent part time employees generally

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.

The period of two consecutive years must be the two year period immediately preceding the date of application.

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.

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.*

In considering an application made by the employee the employer must:

- c. Determine whether the employee meets the eligibility requirements as outlined above; and
- d. Consider and apply the criteria for conversion to permanent as outlined in the Directive.

#### **4. Notice of cessation of temporary contracts**

It is proposed to include a provision which acknowledges that a reasonable period of notice of cessation or extension of temporary contracts is one month prior to the end date of the contract.

Should one month notice not be given an employee's temporary engagement is deemed to have ceased in accordance with the terms of the temporary engagement, unless otherwise agreed between the employer and employee.

## **5. Career Paths**

It is proposed to review and develop more effective communication guidelines for managers and school leaders with regard to the application of *Directive 15/03: Recruitment and Selection*.

## **6. Employment security**

It is proposed to retain Appendices 24 and 25 to the *State Government Entities Certified Agreement 2015* in the replacement agreement.

## **7. Union rights and consultation**

It is proposed to:

- include the Queensland Government Union Encouragement Policy as an appendix to the agreement;
- provide that the fields of data for union encouragement reporting obligations within the replacement agreement will include: department, award, employee name, title, classification, job type, location, floor (where available) and work email;
- otherwise include the consultative provisions of Appendix 7 of the *State Government Entities Certified Agreement 2015*, with amendments and/or simplification as agreed between the parties; and
- include a requirement that information to be provided for the purposes of consultation.

## **8. Introduction of regional roles in support of Schools Officers and Cleaners**

It is proposed to introduce 13.0 FTE regionally based *School Facilities Operations Advisor* roles. These new roles will be classified at AO5 and will undertake a range of duties in support of Cleaners and Schools Officers, Grounds and Facilities, including but not limited to:

- Identifying and implementing strategies to improve health, safety and wellbeing outcomes;
- Providing advice associated with equipment, chemicals and consumable items;
- Facilitating the delivery of training, including induction programs, mandatory training and other training to address emerging needs;
- Investigating, and adjusting as required, school cleaning hours including support and training for remeasuring of cleaning hours;
- Developing annual audit programs, including the undertaking of activities and communicating results;
- Monitoring and reporting school compliance with departmental and legal requirements;
- Providing advice to regional HR teams to assist in the injury management and prevention processes.

## **9. Introduction of management support structure within Infrastructure Operations**

It is proposed to introduce 2.0 FTE central office-based management roles, one at at AO6 level and one at AO8 level. These roles will be responsible for setting the strategic direction of the department's school facilities operations team and will be accountable for a range of procurement activities, training and programs and school support.

The introduction of the management structure, including the regional roles, would see an overall increase in the management and advice functions within the Infrastructure Operations Branch from 3.0 FTE (current) to 15.0 FTE.

## **10. Development of new position descriptions**

It is proposed that the department will develop a suite of role descriptions for school based finance, human resources and facilities management roles at AO4 and AO5 levels.

It is proposed to develop a guideline to assist in the decision making process to determine the classification level for school support staff, including Business Managers.

## **11. Re-classification of therapists**

It is proposed, that subject to funding approval by CBRC, Occupational Therapists, Physiotherapists, Speech Language Pathologists and Psychologists will be transitioned to a new classification structure in the replacement certified agreement, aligned to the Health Practitioner (HP) stream of the *Health Practitioner and Dental Officer Award 2015* (HPDO Award) as follows:

Phase 1:

- The Work Level Statements of the HPDO Award will be imported into the replacement agreement;
- The salary schedules of the *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No 2)* will be imported into the replacement agreement, with ordinary hours of work to be agreed between the parties, being either:
  - 38 hours per week; or
  - 36.25 hours per week, with salaries to be adjusted to account for fewer hours.
- Therapists are to be transitioned to the new stream in accordance with the translation table from the *Health Practitioners (Queensland Health) Certified Agreement 2007*;
- Transition will be based on employees' substantive classification at the time of in-principle agreement.

Phase 2:

- The department will review and amend therapist role descriptions to align with the HP stream, taking into account the duties, accountabilities and responsibilities.

Eligible employees to be included in the HP stream will be employees who are employed to perform therapy or psychology services in the following disciplines:

- Occupational Therapists;
- Physiotherapists;
- Speech and Language Pathologists;

- Psychologists; and
- Other employees who are required to hold relevant AHPRA registration and/or eligibility for certified practising membership of the relevant professional association; and
  - manage and/or supervise employees outlined above; or
  - undertake verification through the Education Adjustment Program; or
  - provide state-wide strategic and professional leadership for physiotherapy, occupational therapy and speech-language therapy services within the department.

To avoid doubt, it is intended that the following employees will not be included in the HP stream:

- autism coaches;
- mental health coaches;
- inclusion coaches; and
- senior advisors who are not required to hold relevant AHPRA registration and/or eligibility for certified practising membership of the relevant professional association; and
- employees engaged by the Office of Industrial Relations.

## **12. Development of clinical governance model for therapists**

It is proposed to undertake a review of the management and supervisory structure for therapists with the aim of developing a new clinical governance model.

The review is to be undertaken within 12 months of certification

## **13. Re-classification of Science Operation Officers**

It is proposed, that subject to funding approval by CBRC, Science Operations Officers will transition from the Operational stream to the Technical stream of the *Queensland Public Service Officers and Other Employees Award – State 2015*.

Transition to the Technical stream will be as follows:

- Science Operations Officers will be re-classified from the Operational stream to the Technical stream in accordance with the transition table agreed between the parties, and may not progress to the next classification band until they have achieved the required diploma qualification;
- Employees currently classified at OO4 who do not hold a diploma qualification will be appointed to the relevant TO1 level, and paid an additional amount equivalent to the salary for the relevant TO band so as to ensure that they are not disadvantaged by the transition. These employees will not be eligible to progress to TO2, until they have achieved the required diploma qualification. On obtaining the diploma qualification, these employees will only be entitled to increment within the TO2 band once they have completed the period of service required to achieve their current salary level as provided in Attachment A. ;

- The department will provide access to appropriate training and study opportunities at diploma level. Approved courses are to be determined by the department, but will generally be limited to online courses or approved equivalent;
- New appointees to Science Operations Officer roles will be required to have diploma qualifications or be studying towards a diploma qualification and will be appointed to the appropriate classification band depending on their qualifications.

The department will develop new role descriptions for Science Operations Officers to reflect the contemporary role of a Science Operations Officer in supporting the delivery of STEM curriculum in schools.

#### **14. Community Education Counsellor progression arrangements**

The parties agree to establish a committee to consider RPL and progression arrangements for Community Education Counsellors in accordance with clause 12.8 of the *Teaching in State Education Award – State 2015*.

#### **15. Recruitment for vacancies**

It is proposed to include a provision to the effect that the department will attempt to fill all base grade and other vacancies within a reasonable time.

#### **16. Use of external organisations and consultants**

It is proposed to include a provision limiting the use of external organisations and consultants in accordance with government policy.

#### **17. Workplace Health and Safety**

It is proposed that the department will commit to the inclusion of provisions relating to work, health and safety as follows:

- a zero tolerance stance towards workplace abuse and violence and active support for workers;
- provision of appropriate PPE for schools officers;
- mandatory chemical training for laboratory staff and schools officers.

#### **18. Hours of Work**

It is proposed that amendments be made to the provisions of the existing agreement as follows:

- extend the spread of hours for Schools Officers to commence at 5:00am, subject to operational requirements and agreement between the Principal and Schools Officer;
- amendment of clause 2.1 of Appendix 7 of the current agreement to provide for accrual of 5 days (36.25 hours) Accrued Days Off (ADO).

#### **19. Attendance at school camps**

It is proposed to include a provision in the replacement agreement, similar to clause 10.7 of the *Department of Education and Training Teacher Aides' Certified Agreement 2015*, to provide the option of overtime or TOIL for school support staff attending school camps.

#### **20. Bullying and harassment**

It is proposed that Part 18 of the *State Government Entities Certified Agreement 2015* be imported into the replacement agreement.

## **21. Work life balance**

It is proposed to include:

- an acknowledgement of work life balance measures including transitions to retirement, career breaks, flexible working arrangements/work from home arrangements and smart work centres; and
- a clause acknowledging the importance of assisting employees to balance work and life.

## **22. Dispute resolution**

It is proposed to import into the replacement agreement Part 15 of the *State Government Entities Certified Agreement 2015*.

## **23. Occupational Violence - Office of Industrial Relations**

It is proposed that the department will continue to implement a procedure for identifying and managing risks and dealing with incidents of occupational violence against employees of the Office of Industrial Relations.

The procedure will include, but is not limited to:

- a) Obligations of all managers and employees;
- b) An appropriate reporting mechanism for employees to report all instances of occupational violence;
- c) An outline of how complaints will be managed.

It is proposed that the occupational violence procedure may not be amended or withdrawn by OIR without agreement of the union and employees.

## **24. Consultation – Office of Industrial Relations**

It is proposed that a provision be included to require that the Office of Industrial Relations will report to the Agency Consultative Committee on matters relating to work-related violence, including a quarterly report on the number of reported incidents.

## **25. A review and update of provisions within the existing agreement**

It is proposed that there will be a review of imported provisions from the *State Government Entities Certified Agreement 2015* into the replacement agreement, including:

- party name changes e.g. union party name changes, Machinery of Government updates and removal of entities not covered by the agreement;
- legislative updates e.g. legislation name changes;
- deletion of clauses no longer operational e.g. 'Section 831 payment' clause.

The department also seeks an administrative review of existing clauses of Appendix 7 of the *State Government Entities Certified Agreement 2015* to ensure compliance with legislation, improve clarity and achieve consistency with other departmental agreements.

## **Final Proposal**

This offer represents the department's final position and remains open for acceptance until close of business Friday, 14 December 2018. The department is unable to agree to any further amendment to this offer and, given that it is made on a without prejudice basis, the department reserves its rights to withdraw this offer in part or full should you not indicate acceptance by close of business Friday, 14 December 2018.

I confirm this offer is made on a without prejudice basis and is subject to approval by the Cabinet Budget Review Committee (CBRC).

## **Operational Matters**

In addition to the offer outlined above, we acknowledge that Together has raised a number of operational issues during bargaining, including but not limited to regional and central office workloads. I confirm that the department will continue to engage with Together in relation to these issues outside of the bargaining process.

Please do not hesitate to contact me to discuss.

Yours sincerely

A handwritten signature in black ink that reads "Tony Cook". The signature is written in a cursive, flowing style.

**TONY COOK**  
**Director-General**