



HUMAN RESOURCES MANUAL

Quality Management System

September 2011

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The *QCOSS/QSU Certified Agreement 2009* is another important HR document not found here.

1. Treating our People Fairly

1.1 Access and Equity

This policy outlines the principles of Access and Equity and how they apply to QCOSS employment.

QCOSS will aim to ensure that all employees, members and stakeholders have equitable access to QCOSS employment, processes, services, facilities and programs.

QCOSS aims to provide a work environment for staff that fosters fairness, equity, and respect for social and cultural diversity, and that is free from unlawful discrimination, harassment and vilification.

This policy applies to QCOSS employees and members, and where appropriate other stakeholders.

- **Access** - implies fair and equitable access to employment, process, services, facilities and programs.
- **Equity** - implies distribution of financial and other QCOSS resources in ways that are not restricted by age, gender, sexuality, race, ethnicity, disability or income, and are consistent with QCOSS values and strategic objectives.

Access and Equity is concerned with the removal of barriers in employment, in the design and delivery of projects and services and endeavouring to ensure that all members and stakeholders have the opportunities to participate in QCOSS processes.

Strategies to ensure equity of access for all people, including those who may face additional barriers to participation, will be considered at all phases of the recruitment, employment, service/project development, planning, consultation and implementation phases of QCOSS work. Each project manager is responsible for determining an approach to ensuring this objective is met. This policy is addressed in the Selection Exercise Template through the section that deals with diversity.

Where opportunities for participation in QCOSS processes and activities are provided to QCOSS members and other stakeholders, strategies should be considered to ensure those process and opportunities are extended to people who may face barriers to participation.

Where an employee believes that QCOSS is not meeting the objectives of this policy, they should make a complaint in accordance with the grievance procedure.

Where members and stakeholders believe that QCOSS is not meeting the objectives of this policy, they should make a complaint in accordance with the complaints policy.

1.2 Discrimination, Workplace Harassment and Violence

This policy is intended to achieve a workplace free from discrimination and harassment of any kind, including sexual harassment. Procedures for investigating complaints of harassment are outlined in this policy. In addition, procedures are documented for handling threats and violence directed at staff from members of the public.

QCOSS promotes a safe and non-threatening workplace for all employees. Behaviour that constitutes harassment, including written and verbal threats; unwanted touching or coercive sexual contact, inappropriate comments, sexual advances, or jokes, and all forms of physical abuse are not acceptable, and may constitute criminal behaviour.

All QCOSS employees have a responsibility to prevent harassment in the workplace. Each person is to examine their own behaviour to ensure that their actions do not offend anyone else, and take action to challenge offensive behaviour they may witness in others. QCOSS employees are required to sign and abide by the Code of Conduct which articulates the requirement for staff to demonstrate respect in accordance with this policy.

Unlawful discrimination of any kind is completely unacceptable. Allegations of discrimination should be dealt with in accordance with the QCOSS Grievance Procedure.

Procedure for Handling Workplace Harassment

This section deals with matters among QCOSS staff and Board members.

QCOSS is to nominate a staff or Board member who is to be the workplace officer for handling harassment matters in the first instance. The role of this officer includes:

- Maintaining up to date knowledge of discrimination legislation and current practice in handling workplace physical and sexual harassment.
- Promote reporting of harassment and to be a first point of contact for staff when they require information and/ or need to report an incident of harassment.
- Advise the Director and/or executive members of the QCOSS committee on an appropriate course of action for handling any complaint.
- Upon receiving a complaint, the contact officer is to document the circumstances of the incident, and ask the complainant what their preferred course of action is.
- Where the complaint is to be investigated further, the Director and/or the executive of the QCOSS Board are to be informed, unless reasonable grounds exist for not doing so. Agreement is to be reached on the most appropriate course of action. This may require outside intervention, for example, police involvement. Alternatively, the matter may be dealt with via a process of interviews with any witnesses and the alleged offender.
- If the Director or a member of the Board is the respondent in a complaint of this nature, it may be appropriate to bypass the usual reporting processes and report the matter directly to the President.
Following the interview process, the Director and the executive members of the committee can determine whether any counselling, workplace restructuring or disciplinary action needs to be taken internally. If an employee is to be suspended or dismissed as a result of offensive or violent behaviour, the provisions of the QCOSS grievance procedure relating to summary dismissal and suspension must apply.
- A confidential record of the incident is to be retained for two years.
- In order to avoid defamation, the matter must be dealt with confidentially and all parties involved must act in good faith - that is, complaints and their investigation

must be free from malice. It can be helpful to seek legal advice where a serious incident is to be investigated.

Procedure for Avoiding and Handling Violence or Threats of Violence, Perpetrated by Persons External to QCOSS.

All staff are to be briefed on issues relating to the avoidance, identification and handling of people that pose a personal threat. This briefing is to include telephone and front counter skills.

Where possible, staff are to avoid confrontation with members of the public. Where there is a threat of harm to your self or other staff, Police are to be called on promptly for assistance.

Where a staff member is subject to violence in the workplace the Director may approve an appropriate level of counselling or other professional support to the employees involved.

Procedure For Preventing and Dealing With Allegations of Unlawful Discrimination

Unlawful discrimination of any kind is completely unacceptable. Allegations of unlawful discrimination should be properly investigated and dealt with in accordance with the QCOSS Grievance Procedure.

1.3 Handling Grievances

It is QCOSS policy that a grievance procedure should be available to all staff. While informal means of conflict resolution are always preferred, it is recognised that these are not always successful or appropriate.

The objective of the grievance procedure is:

- To ensure that all staff are treated justly and fairly.
- To provide a formal process for the resolution of conflict where informal means are not successful or appropriate.
- To provide a mechanism to address problems with the policies of QCOSS which result in confusion or conflict.

Where an employee raises a grievance or dispute in accordance with this policy it will be taken seriously, investigated and dealt with in accordance with the procedures herein, and the principles of natural justice and procedural fairness. Both complainants and respondents to grievances, disputes and complaints have rights which must be respected.

Complaints, grievances and disputes may be raised verbally or in writing in accordance with these procedures. Where employees make a complaint in writing they may or may not (at their discretion) use the template provided as an attachment to this policy.

The Grievance Procedure (below – figure 1.1) is drawn from the QCOSS/ASU Certified Agreement 2009.

Details of grievances should be recorded on the relevant employee's personnel file.

Figure 1.1 QCOSS/QSU CERTIFIED AGREEMENT 2009 - GRIEVANCE AND DISPUTE SETTLING PROCEDURE

- 3.1** QCOSS recognises the right and choice of employees to be represented by their union both individually and collectively in resolving workplace disputes.
- 3.2** The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and QCOSS in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.
- 3.2.1** In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.2.2** If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.2.3** If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.
- 3.2.4** If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of QCOSS or the QCOSS' nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5** If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Industrial Relations Commission in accordance with the provisions of the Industrial Relations Act.
- 3.2.6** Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7** The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8** All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9** Any Order or Decision of the Commission, subject to the parties' right of appeal, under the Act will be final and binding on all parties to the dispute.
- 3.2.10** Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

1.4 Whistleblower's Protection

QCOSS recognises that to foster a culture of transparency and accountability, staff who decide to speak out on issues of perceived fraud, bullying etc. may place themselves in vulnerable positions.

For this reason a policy on the protection of whistleblowers has been developed. A whistleblower is defined as an [employee](#), former employee, or member of QCOSS who reports misconduct to people or entities that have the power and presumed willingness to take corrective action. Generally the misconduct is a violation of [law](#), rule, regulation and/or a direct threat to [public interest](#), such as [fraud](#), health/safety violations, and [corruption](#).

This policy has links to a range of other elements of QCOSS Quality Management System including:

- Recruitment and On-boarding
- Code of Conduct for Staff
- Board Charter
- Financial polices, procedures and controls
- Fraud management
- Discrimination, workplace harassment and violence
- Grievance procedure.

It is also linked to the risk management strategy adopted by QCOSS which seeks to minimise risks to the organisation including potential opportunities for fraud.

Whistleblower Protection

QCOSS supports the rights and responsibilities of its employees who become whistleblowers.

Whistleblowers will be protected by the Executive in relation to confidentiality, and in relation to their employment relations with other staff whose actions they are disclosing. Staff will be protected from punitive action by those staff in a manner which the Executive deems appropriate.

In order to be considered a whistleblower the employee must reasonably believe his or her employer or work colleague has committed a violation of some law, rule or regulation; or have been asked to and refused to violate the law.

Employees are encouraged not to make complaints anonymously as anonymous complaints may be difficult to pursue if further information is required and they prevent reporting back to the complainant. Well-founded anonymous complaints will, however, receive due and proper consideration.

Procedure for Investigation of Whistleblowers Complaints

Whistleblowing complaints may be made to the Director, or in the instance that the Director is the subject of the complaint to a member of the Executive of the Board.

Written, signed and dated summaries by the complainant should identify, where known/possible, the:

- Section and/or location of the alleged incident;
- Key person(s) involved;
- Nature of the alleged incident;
- Time period over which the alleged incident has occurred;
- Value associated with the alleged incident; and

- Documentary evidence in support of the alleged incident.

The Director and/or the Executive shall appoint an investigator and define the terms of reference for the investigation which will initially involve preliminary fact finding. The Director will inform the Executive of the investigation. Confidentiality concerning the complainant and the information will be maintained at all stages.

In order to avoid damaging the reputations of innocent persons initially suspected of wrongful conduct, and to protect QCOSS from potential civil liability, the results of the audits/investigations will be disclosed or discussed only with those persons who require the knowledge in the proper performance of their office or function.

The initiation and outcome of the investigation will be reported to the Executive who will determine action to be taken. This may include suspension with pay while the matter is being investigated through to the termination of employment of any staff member. A decision will be made in each specific case about whether the matter is to be referred to the police.

Following principles of Natural Justice, people under investigation will be given information around the complaint which does not compromise the organisation or any individual, in order to prepare an informed response.

The Executive will decide, with legal and IR advice, appropriate action and referral and will advise the parties as soon as possible after a decision has been made. In the event that the matter is to be referred to the police, QCOSS will limit its investigation to this point.

Whistleblowing is stressful and often causes whistleblowers considerable anguish. Except where there is a specific legal or other reason not to do so, a whistleblower should be kept informed of the status of the investigation as often as is reasonable to do so.

1.5 Employee Misconduct

Misconduct by employees is extremely serious. This policy defines misconduct by employees and outlines the procedures for its management.

Misconduct may be a single event or a pattern of behaviour and occurs when an employee breaches their obligation under their contract of employment. In all circumstances of misconduct, the seriousness of the misconduct will dictate the appropriate type of disciplinary action that may be imposed.

Misconduct issues may arise within the context of managing underperformance but needs to be distinguished from underperformance. Although misconduct issues may be identified through these procedures, it may be necessary to consider whether disciplinary action should be considered in addition to actions to address the underperformance.

Less Serious Misconduct

Examples of less serious misconduct that may lead to disciplinary action include:

- repeated lateness or absenteeism
- minor breaches of policies or direction, including safety and other reasonable instructions
- minor misconduct including rudeness or unprofessional workplace conduct
- less serious negligence
- minor misuse of QCOSS property
- failure to perform a duty in the manner instructed
- minor breaches of another employee's privacy (gossiping)

Serious Misconduct

By its very nature, serious misconduct strikes at the heart of the employment contract, where an employee has engaged in conduct which is grossly inconsistent with the employment relationship. Depending on particular circumstances, examples of serious misconduct that may lead to disciplinary action include:

- physical fighting on the job
- threatened or actual assault of another employee or a member of the public during work hours
- threatened or actual assault of a member of the public during work hours
- breaches of privacy or confidentiality of information obtained in the course of employment
- serious conflict of interest
- acts of dishonesty in relation to QCOSS property and resources eg misappropriation or repeated damage or misuse of government property
- serious or repeated bullying, abuse, or sexual harassment of an employee, colleague, stakeholder or other member of the public
- serious failure to observe safety rules, policies and requirements
- fraud or theft

Code of Conduct

The *Code of Conduct* provides an outline of expectations in relation to behaviour, - that employees should act with integrity, respect and accountability. Breaches of the code of conduct may be considered misconduct in practice this includes not:

- endeavouring to give your best to meet performance outcomes and other organisational requirements
- treating others with respect, courtesy and dignity

- continuously improving your performance in performing your role

Disciplinary procedures may be used if an employee fails to follow a direction to participate in Managing Underperformance by being absent on meeting days, refusing to provide required materials, abusiveness, or refusing to work. If an employee is deemed medically fit for work, it is generally held that the person is fit enough to participate in any part of the Managing Underperformance process. If an employee's actions are conscious and wilful in disrupting the process, they are better dealt with using misconduct processes.

Investigating Serious Misconduct

Issues of serious misconduct should be thoroughly investigated and the principles of natural justice and procedural fairness applied. Procedures relating to the investigation and management of misconduct include:

- In all instances related to the investigation and management of alleged misconduct the principles of natural justice and procedural fairness will be applied.
- An employee's manager is responsible for addressing issues of less serious misconduct with them. There are a range of responses depending on the nature and severity of the situation. Referral to the Director and other agencies may also occur, as appropriate or for seeking advice.
- Addressing issues of serious misconduct with employees is much more complex. Accusations of serious misconduct should be reported to the Director. The Director will appoint a senior manager not immediately involved in the incident who is also not the immediate supervisor of the employee to investigate the incident and report back.
- The Director may choose to stand the employee down on full pay while the investigation is taking place.
- The investigation should consider and establish:
 - The facts surrounding the incident
 - Whether the actions of the employee accused of misconduct were in fact misconduct
 - Any other relevant matter

Consequences of Serious Misconduct

The investigator should report to the Director and recommend action, or recommend nil action. Disciplinary action taken may include:

- A verbal warning with a file note;
 - A written warning; or
 - Termination of employment; or
 - Some other lawful action, however that action must not breach the provisions of the Certified Agreement or the employee's contract of employment. Some examples of this action include a reversion to standard hours for repeated breaches of the hours of work policy or removal of the ability to home garage a car for repeated breaches of the policy related to QCOSS cars.
- Any action taken under in accordance with this policy is subject to appeal, using the grievance procedures, with the exception of termination of employment. An employee may appeal to the Industrial Relations Commission if they believe that have been unfairly or unlawfully terminated.

2. Promoting and Growing their Strengths and Developing their Potential

2.1 Training Development and Study Support

QCOSS recognizes that the development of staff skills increases organisational capacity. QCOSS is committed to developing employee skills through mentoring, training, development, and other activities.

Performance and Training Planning

The main vehicle for determining employee training, development and study needs is the performance agreement. Employees and managers will agree on training and development goals and activities annually through the development of this agreement, and review these goals on a six monthly basis.

When determining employee development needs, employees and their managers should address issues of formal training as an integral part of skills development, but should also focus on the role played by mentoring, supervision, attendance at conferences and events, internal and informal training and development activities and opportunities to act at a higher level.

Training Budgets

QCOSS will make provision in the annual budget for funds allocated to staff training and development. Without prescription as to their specific allocation, the funds should be allocated based on the training priorities of the organisation.

Recording Training Activities

Employees are responsible for recording any training or development activities that they undertake in their Personnel File, and in the notes of their performance appraisal.

Study and related Leave

In addition to ongoing staff development activities, and subject to the prior approval of the Director, an employee may also be granted paid conference, training and study leave in accordance with the provisions of the *Queensland Community Services and Crisis Assistance Award - State 2008*. Part-time employees may be granted a pro-rata access to that leave.

In all cases, approval of study leave will be subject to the organisation's convenience and prior approval will not unreasonably affect the operation of the team concerned but shall not be unreasonably withheld. Applications for study leave should be made in writing to the Director.

Conference, training and study leave does not encompass training courses which have been approved and paid for by the QCOSS in pursuit of its operational requirements.

Staff may access Family and Community Responsibilities leave, flex, annual leave or leave without pay subject to the convenience of the organisation to attend training courses or participate in training and development activities which do not directly relate to their current role, which do not fit with the objectives laid out in their current performance agreement or for which study leave is not considered appropriate.

Staff intending to undertake development activities of any sort, particularly where those activities fall outside the activities identified in the performance agreement, should discuss them with their manager early enough so that the impact of the activity on QCOSS operations is limited.

The provisions of the award specifically related to approval of study leave are outlined below (figure 2.1).

Figure 2.1 Excerpt from the QCSCA Award 2008: Conference, training & study leave

9.2.1 An employee may attend staff training courses, conferences and seminars during normal working hours, without loss of pay.

9.2.2 An employee shall be entitled to a maximum of 4 hours per week study leave without loss of pay in the case of a full-time employee, and on a pro rata basis for part-time employees, to attend lectures, seminars and/or tutorials in courses of study relevant to their work. This leave is not cumulative.

9.2.3 An employee shall also be entitled to leave without loss of pay to attend examinations including time reasonably taken to travel to and from the nearest place where an examination is conducted in courses of study for which leave has been approved by the employer.

9.2.4 Subject to clause 9.2.3, where an employee is undertaking a course of study under distance learning arrangements, the following arrangements shall apply:

(a) In recognition of the additional disadvantages accruing to an employee undertaking an approved distance learning course, the employee may utilise up to a maximum of 4 hours per week study leave (in the case of a full-time employee and on a proportional basis for a part-time employees) without loss of pay during working hours to undertake private study in the approved course of study; or

(b) Such an employee may accrue up to 4 hours per week study leave during term time (in the case of a full-time employee and on a proportional basis for a part-time employee) to a maximum of 10 days per year and use such leave in situations where their course of study requires them to attend on-campus classes or seminars which are conducted during normal working hours. Study leave under this arrangement shall not be cumulative from year to year:

Provided that only one of the above options will be available to an employee undertaking an approved distance learning course of study.

9.2.5 In all cases, approval of study leave will be subject to the employer's convenience and prior approval will not unreasonably affect the operation of the service concerned but shall not be unreasonably withheld. An employer may take into account factors such as the quantum of class contact hours and whether or not the employee is able to attend classes outside of normal working hours in making a decision to approve or decline a request for study.

2.2 Staff Recruitment and On-Boarding

QCOSS is committed to recruiting, on-boarding, supporting, developing and retaining competent staff of the highest calibre to achieve our mission. Further, QCOSS recognises the value that a workforce that reflects the diversity of the Queensland community brings to our work and actively seeks to achieve it. This policy acts as a framework for the recruitment and on-boarding of our workforce in line with our values.

Principles for Recruitment

The following principles should guide all recruitment:

- Merit – merit is the most important consideration when selecting people for employment or consultancy, and requires that the best candidate is selected
- Competence – people selected for roles will have the competence and other necessary requirements to undertake the role, or the capacity to quickly acquire them. Candidates selected without the necessary competence shall be trained or developed to ensure that they gain the necessary skills.
- Diversity – the workforce will reflect the rich diversity of the Queensland community, particularly Aboriginal and Torres Strait Islander people. Where necessary positions will be identified or specified to achieve this aim. In other cases recruitment processes should remove barriers to participation by employment-disadvantaged groups.
- Development – our existing workforce will be provided with opportunities to develop their skills and capabilities, including through short term opportunities to act at a higher level, career progression and encouragement to apply for vacancies as they occur.

Legal Requirements

All stages of the recruitment and selection process must conform to the provisions of various pieces of legislation:

- The *Sex Discrimination Act 1984* (Commonwealth) prohibits discrimination in employment on the basis of sex, marital status, potential pregnancy, pregnancy or family responsibilities.
- The *Racial Discrimination Act 1975* (Commonwealth) prohibits discrimination in employment or opportunities for training and promotion on the basis of race, colour, national or ethnic origin, birthplace or descent.
- The *Disability Discrimination Act 1992* (Commonwealth) prohibits discrimination on the ground of a person's disability in the recruitment and selection process, and in terms and conditions on which employment is offered.
- The *Anti-Discrimination Act 1991* (Queensland) prohibits discrimination on the basis of sex, relationship status, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and family responsibilities or association with, or relation to, a person identified on the basis of any of the above attributes.

Types of Positions

The following types of workers may be appointed to undertake QCOSS business:

- Full time – a permanent employee who is engaged to work for 38 hours per week
- Part time – a permanent employee who is engaged to work regularly for less than 38 hours per week.
- Fixed term - an employee engaged to work for 38 hours per week, or a lesser number of hours per week, for a fixed period of time, to complete a specified task(s) or project:
 - To relieve in vacant positions arising from employee leave; or

- For the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or
- To fill short-term vacancies during the recruitment and selection of a full time or part time employee or,
- To perform work on a project for which the funding is time limited
- Casual – an employee who works on a flexible, hourly basis and does not accrue most types of paid leave.
- Labour Hire – a worker who is employed by a firm other than QCOSS to perform skilled or unskilled work for a short term period. Labour Hire workers are different to consultants, in that the work is generally performed on QCOSS premises, and is substantially directed by QCOSS management in the same way as an employee’s work. Merit selection of labour hire employees is not required, and purchase of these services shall be governed by the QCOSS Procurement Policy.
- Consultancy – a firm engaged by QCOSS to perform a set task or project. The management and engagement of consultants is governed by QCOSS Procurement Policy.

Recruitment Process

The recruitment process should be tailored to meet the specific requirements of the role. Despite this, a generic four step process is outlined below which should be followed for all recruitment.

- *Job Analysis* – Any recruitment process should be preceded by the development of a comprehensive position description in accordance with the relevant procedure.
- *Sourcing* – Consideration should be given to the best method of sourcing candidates. Some options for this step include:
 - open advertisement in relevant press, job boards and other mainstream media
 - internal advertisement to existing QCOSS staff only
 - from among existing staff in accordance with this policy
 - advertisement in Aboriginal or Torres Strait Islander or other CALD media
 - advertising on the QCOSS website and in e-newsletters
 - advertising through existing staff networks
 - the use of Job Services Australia providers
 - the use of commercial recruitment services firms (Director approval required)
- *Screening and Selection* – Coordinators are provided some flexibility to craft screening and selection processes that reflect the principles in this policy and meet the needs of the role, team and the organisation. In general, coordinators of selection processes should employ methods that effectively assess a candidate’s competence and capacity and best assist with comparisons based on merit. Unnecessary barriers should not be placed in the way of candidates from employment-disadvantaged backgrounds. Some of the methods for screening, assessing and comparing candidates for selection include:
 - Review of written applications, including letters of application, resumes, written responses to selection criteria etc
 - Through a convenor’s existing knowledge of an employee’s capacity
 - Practical exercises such as writing tests, presentations etc
 - Interviews, which should involve a panel which includes gender diversity and wherever possible an Aboriginal or Torres Strait Islander member
 - Psychometric testing
 - Reference checks
 - Police checks (where appropriate)

- Through a staff development process outlined in this policy (appointment at level, reclassification, short term acting role etc)
- In cases where an employee would otherwise be made redundant, the Director may directly appoint them to a position in accordance with the QCOSS/QSU Certified Agreement 2009.

On-boarding – sometimes referred to as induction, on-boarding is a 3-6 month process that ensures that new employees can quickly contribute to the work of QCOSS and become settled in their new role and workplace. The process for on-boarding is outlined in the Administration Manual, and managers should schedule appropriate activities that match the needs of the employee, their team and the organisation. At a minimum, on-boarding processes should include:

- Sufficient information to facilitate a safe working environment including evacuation and first aid information
- Information about the operational and strategic plans, particularly as they relate to the employee and their role
- Information about the contract of employment, entitlements and other personnel and payroll matters
- The development of a performance plan or workplan
- A briefing on initial and medium term expectations for the work
- A review of performance against the performance plan or workplan at the three month mark, and an assessment of ongoing suitability to the role.

Development opportunities for our workforce

Developing our existing workforce is a key strategy for ensuring that QCOSS has the skills and capacity to achieve our mission. QCOSS values the capacity that our existing workforce brings to our work and, in addition to our other staff development and training activities, establishes the following recruitment framework to support succession planning and career progression.

- *Short term development opportunities (acting)*
Where short term, temporary vacancies occur managers should consider a short term appointment of an existing employee as a development opportunity. Short term appointments of existing employees to temporary vacancies may be made on nomination (ie without a merit selection process) following a positive assessment of their competence to perform the role.
- *Succession Planning*
Effective succession planning often results in an existing employee emerging as an obvious, standout candidate for a new role or vacancy. This is particularly the case where an employee has been temporarily acting in a role for which permanent recruitment action is desired.

Effective succession planning should not replace merit selection processes, but should complement them. Indeed testing a candidate who is seemingly an “obvious choice” with a merit selection process may sharpen their thinking or focus on the new role, or identify hitherto undetected issues that would make their appointment problematic. Holding a merit selection process also highlights other internal candidates who management had not considered may be interested in the vacancy. In these cases an internal process, where a vacancy is only advertised internally, may be undertaken.

- *Transfer at level*
Experiencing different aspects of QCOSS work brings significant experiential benefits to employees, and allows QCOSS to grow the capacity of our workforce as a whole. The Director may permanently appoint a person to another position in the

organisation without the need for a merit selection process where the appointment is “at level”. This occurs when an existing employee is appointed to a new role at the same classification level that they substantively held immediately prior to the appointment.

- **Reclassification**

From time to time significant changes occur in the work performed in a position that means a review is appropriate. A reclassification from one award classification to a higher classification may only occur where a significant change to the work value of the position has occurred. This can include increased responsibilities in current duties, supervision of employees or new duties at a higher level.

An employee or their manager may make a request to the Director for a reclassification of this kind to occur. In these cases the Director will direct the Deputy Director to undertake an analysis of the work performed to determine whether a reclassification is appropriate. Reclassifications will only occur where, after a thorough examination of the role and the work performed has occurred, the Director considers that the descriptors of one award classification better describe the role that QCOSS wishes the employee to perform.

Increases in work volume or work quality at the same level cannot form the basis of a case for reclassification.

Conflict of Interest

In the event that a QCOSS employee has a potential, perceived or real conflict of interest in a selection process they must declare it to the Director. A conflict of interest arises on (but is not limited to) occasions where the employee knows or has a relationship with one of the applicants, but not where the relationship is limited to a normal co-worker relationship between current QCOSS employees. The convenor or the Director may exclude an employee from participation in the process where they are unable to resolve the conflict to their satisfaction, and an employee may also exclude themselves from the process.

Applications for employment or to undertake consultancy work by members of the Board will not be considered unless the Board member first resigns their position on the Board.

Board Involvement in Recruitment

The Director may invite members of the Board to participate in selection processes where that participation would add value to the process. The Director retains delegation for approval of all appointments, except the position of Director. The Board will develop an appropriate selection process for appointment of the Director in line with the principles outlined in this policy.

Identified/Specified Positions

QCOSS recognises the importance of having a workforce that reflects the rich diversity of the Queensland community. QCOSS particularly recognises the importance of Aboriginal and Torres Strait Islander employment in our workforce as vital to our mission. QCOSS will actively promote equal opportunity for all people affected by past or continuing disadvantage or discrimination in employment including Aboriginal & Torres Strait Islander people, persons from Culturally and Linguistically Diverse backgrounds, Australian South Sea Islanders and people with a disability.

Whilst each of these groups has diverse and distinct needs, every member is entitled to equal opportunity to enter and contribute to QCOSS' workforce. One mechanism for ensuring this workforce contribution is the deliberate creation of '[specified](#)' and '[identified](#)' positions.

- An '[identified](#)' position is a position in which it is lawful to discriminate in favour of a person possessing one or more of the attributes listed in section 7 of the *Anti-Discrimination Act 1991*, including race, gender and impairment. The Director may “identify” a position:
 - Where the attribute is a genuine occupational requirement of the job
 - To benefit a group of people for whose welfare the anti-discrimination act was designed, or
 - To promote equal opportunity for a group of people.
- The duties relating to a '[specified](#)' position can require the occupant to demonstrate the ability to communicate sensitively and effectively with members of the EEO target groups. It may also require an understanding of contemporary issues and/or protocols affecting EEO target groups. The Director shall determine whether or not a position shall be “specified” and the manner in which candidates will need to demonstrate their capacity.

Detailed procedures on recruitment and on-boarding process are outlined in the Administration Manual

2.3 Performance Development and Review Scheme

The Performance Development and Review scheme is developed as a key element of our Quality Management and HR Management Systems, ensuring that people are competently performing the roles to which they are appointed. The scheme prioritises treating our people fairly, promoting and growing their strengths and recognising and developing their potential. Specifically, the scheme aims to achieve:

- Motivated, committed and involved people within the organisation
- Innovation and creativity in furthering QCOSS's objectives.
- People being accountable for their own performance.
- People eager to participate in and contribute to continual improvement.
- People understanding the importance of their contribution and role.
- People identifying constraints to their performance.
- People accepting ownership of problems and responsibility for solving them
- People evaluating their performance against their goals and objectives.
- People actively seeking opportunities to enhance their competence, knowledge and experience.
- People freely sharing knowledge and experience.
- People openly discussing problems and issues.

This scheme is the way in which employees link their work into the planning hierarchy and ensure that it contributes to QCOSS' wider strategic goals. This scheme will operate in line with broader organisational planning, allowing the higher level plans to inform the content of the individual performance agreements.

Principles of the scheme:

- *Fairness* – assessments of performance will be undertaken fairly. Principles of natural justice and procedural fairness apply. The results of performance appraisals will remain private.
- *Competence* – assessments of performance should measure whether or not an employee is performing their job competently and performance plans should aim to build competence in areas identified for development. The required level of competence for a particular classification is outlined in the Capability Framework.
- *Excellence* – Assessments of performance should, where appropriate, measure excellence, particularly in the areas of innovation; initiative; productivity and/or effort; stakeholder satisfaction; and leadership (see 2.4 Recognising Outstanding Performance).
- *Development* – the scheme should aim to constantly build the knowledge, skills and experience of existing employees in order to improve our capacity to do our work
- *No surprises* – nothing that is raised as part of a formal process should be a surprise, particularly information about “underperformance”
- *Reconciliation* – Performance processes must include an assessment of the employee's contribution to the implementation of the Reconciliation Action Plan.
- *Queensland Compact* – Performance processes must include an assessment of the employee's contribution to the implementation of the Queensland Compact

Steps in the process

There are a number of steps in the performance development and review system, all of which are mandatory, including:

- *Position description*: The position description is generally developed prior to recruitment action commencing but must be developed prior to commencement, and must be reviewed at least annually to ensure currency. The position description must list the key responsibilities, selection criteria and minimum

qualifications, reporting arrangements, and engagement details (classification/salary, hours, contract length).

- *Development of a Performance Plan:* Employees may use the attached template or (where appropriate) another model, for example a workplan which is linked to service agreement and other obligations.
- *The probation period:* a period of at least 3 months and no more than 6 months where staff performance is formally reviewed to ensure competence, role fit etc.
- *Regular and ongoing feedback:* provided by the manager to the employee as an integral part of the process.
- *The six month review* of the performance agreement: a less formal assessment of an employee's performance against the agreement and more generally.
- *12 monthly performance appraisal:* a formal appraisal of the employee's performance against the performance agreement and more generally. It is recommended that both employees and their manager prepare for this appraisal by developing a written account against the previous performance agreement as the basis of discussion.
- *360 degree feedback:* Performance Appraisals should involve 360 degree feedback at one level or another. At a minimum, this is an opportunity for an employee to provide feedback to their manager that will assist the employee to undertake their work. If it is considered appropriate, managers and employees could design much more detailed mechanisms for facilitating the input of others into the process.
- *Training and Development:* Through whole of workforce training and individual activities which are identified during the development of performance agreements.

Resolving disagreements over appraisal results

Any and all actions taken in accordance with this process are subject to the dispute resolution processes in the QCOS/QU Certified Agreement 2009.

(TEMPLATE) EMPLOYEE PERFORMANCE DEVELOPMENT AND REVIEW.....

EMPLOYEE NAME:

	ACTIVITY	OUTCOME INDICATOR Qualitative and Quantitative	MID YEAR REVIEW COMMENTS	END OF YEAR COMMENTS
1				
2				
3				
4				
5				
6				

Employee...../.../...
 Manager/Supervisor...../.../...

MID YEAR REVIEW

Employee...../.../...
 Manager/Supervisor...../.../...

END OF YEAR REVIEW

Employee...../.../...
 Manager/Supervisor...../.../...

TRAINING AND DEVELOPMENT NEEDS

Training or Development Need	Action required	Achieved

2.4 QCOSS Capability Framework

The QCOSS Capability Framework provides a common and consistent description of the level of performance expected of employees at different classifications. The framework is modeled on the QCSCA Award and draws inspiration from the Queensland Government Capability Framework, but takes these models a step further by applying them to the QCOSS context, and ensuring they are relevant to our work.

The framework is designed to assist in recruitment processes, development of position descriptions, job evaluation, performance planning and appraisal. It makes clear the capability we need to effectively undertake our policy advocacy, sector development, community and member engagement and delivery of organisational services.

The framework establishes four primary capabilities which apply uniformly to all employees and are outlined below. The levels listed in the framework in the left hand column relate to the classification levels in the QSU/ QCOSS Certified Agreement 2009.

Leadership and initiative

Leading teams, programs, projects and people to achieve organisational objectives. Readiness and ability to take action. Taking responsibility for work within your remit.

Communication

Articulating ideas, concepts and processes. Writing, reading, listening and speaking.

Building Relationships

Drawing on and sharing knowledge with others. Creating and sustaining professional connections that provide mutual benefit. Treating people respectfully.

Analysis, Innovation and Problem Solving

Generating and sharing ideas. Gathering and synthesising information. Applying professional judgement to determine appropriate action.

1	Organisational Relationships - Works under direct supervision			
Extent of Authority - Work outcomes are closely monitored. Freedom to act limited by standards and procedures. Solutions to problems found in established procedures and instructions. No scope for interpretation.				
<p>Leadership and Initiative</p> <p>Engages appropriately with supervisor to communicate challenges to achieving work as directed.</p> <p>Works to daily priorities set by supervisor or established plans. Sees tasks through to completion.</p> <p>Develops daily work schedules for achieving own work. Contributes to team and organisational planning activities</p> <p>Focuses energetically on achieving own, team and organisational objectives, seeking support in challenging circumstances</p> <p>Deploys resources in line with supervisor directions.</p> <p>Seeks opportunities to build own expertise within defined policy, projects or work area.</p> <p>Complies with directions, organisational policy and quality standards.</p>	<p>Leadership and Initiative</p> <p>Engages appropriately with supervisor to communicate challenges to achieving work as directed.</p> <p>Works to daily priorities set by supervisor or established plans. Sees tasks through to completion.</p> <p>Develops daily work schedules for achieving own work. Contributes to team and organisational planning activities</p> <p>Focuses energetically on achieving own, team and organisational objectives, seeking support in challenging circumstances</p> <p>Deploys resources in line with supervisor directions.</p> <p>Seeks opportunities to build own expertise within defined policy, projects or work area.</p> <p>Complies with directions, organisational policy and quality standards.</p>	<p>Leadership and Initiative</p> <p>Engages appropriately with supervisor to communicate challenges to achieving work as directed.</p> <p>Works to daily priorities set by supervisor or established plans. Sees tasks through to completion.</p> <p>Develops daily work schedules for achieving own work. Contributes to team and organisational planning activities</p> <p>Focuses energetically on achieving own, team and organisational objectives, seeking support in challenging circumstances</p> <p>Deploys resources in line with supervisor directions.</p> <p>Seeks opportunities to build own expertise within defined policy, projects or work area.</p> <p>Complies with directions, organisational policy and quality standards.</p>	<p>Leadership and Initiative</p> <p>Engages appropriately with supervisor to communicate challenges to achieving work as directed.</p> <p>Works to daily priorities set by supervisor or established plans. Sees tasks through to completion.</p> <p>Develops daily work schedules for achieving own work. Contributes to team and organisational planning activities</p> <p>Focuses energetically on achieving own, team and organisational objectives, seeking support in challenging circumstances</p> <p>Deploys resources in line with supervisor directions.</p> <p>Seeks opportunities to build own expertise within defined policy, projects or work area.</p> <p>Complies with directions, organisational policy and quality standards.</p>	

2	Organisational Relationships - Works under regular supervision. May provide guidance and training to a limited number of lower classified employees			
	Extent of Authority - Work outcomes are monitored. Freedom to act within defined guidelines. Solutions to problems may require exercise of limited judgment, with guidance found in procedures. Help available when problems occur.			
	Leadership and Initiative <p>Takes personal responsibility for achievement of own work. Engages appropriately with supervisor to communicate challenges.</p> <p>Sets daily priorities within established plans and/or team priorities and with guidance from supervisor. Sees tasks through to completion.</p> <p>Develops work schedules for achieving own work. Contributes to team and organisational planning activities</p> <p>Focuses energetically on achieving own, team and organisational objectives, seeking support in challenging circumstances</p> <p>Deploys resources in line with organisational policies, team priorities and supervisor directions.</p> <p>Continually builds own expertise within defined policy, projects or work area.</p> <p>Understands and complies with directions, organisational policy and quality standards.</p>	Communication <p>Listens carefully to instructions and messages from colleagues and stakeholders.</p> <p>Communicates clearly in writing without major typographical or grammatical errors</p> <p>Keeps self and others well informed on work progress. Seeks and acts on guidance and feedback.</p> <p>Speaks clearly and concisely.</p> <p>Works to resolve conflicts when they occur, and seeks assistance when resolution is difficult</p>	Building Relationships <p>Identifies learning opportunities.</p> <p>Aware of the Queensland Compact. Participates as a member of a team.</p> <p>Builds professional relationships with colleagues and stakeholders.</p> <p>Identifies opportunities in own work for QCOSS to contribute to reconciliation with Aboriginal and Torres Strait Islander peoples.</p> <p>Treats others professionally, respectfully, and courteously.</p>	Analysis, Innovation & Problem Solving <p>Finds solutions to problems requiring the exercise of limited judgment, with guidance found in procedures.</p> <p>Provides accurate advice on work issues.</p> <p>Has an broad understanding of QCOSS social justice objectives</p> <p>Seeks out information from established sources when developing ideas, concepts, projects, resources and other material. Unless obvious, seeks guidance to determine what is relevant and how it should be used.</p> <p>Seeks advice when faced with conflicting ideas and sources of advice. Draws accurate conclusions following that advice.</p> <p>Identifies and implements improved work practices for own work</p> <p>Responds to changes in requirements and priorities and seeks guidance on appropriate adaptation</p>

3	Organisational Relationships - Work under general supervision. Operate as a member of a team. Supervision of lower classified employees.			
Extent of Authority - Receive instructions on the broader aspects of the work. Freedom to act within defined established practices. May set outcomes or objectives for specific projects. Problems solved by reference to procedures. Help available when problems occur.				
<p>Leadership and Initiative</p> <p>Takes personal responsibility for achievement of own work. Engages appropriately with supervisor to communicate challenges.</p> <p>Sets priorities within established plans and/or priorities and with guidance from supervisor. Completes tasks</p> <p>Develops work schedules and short term plans for achieving own work. Contributes to team and organisational planning activities</p> <p>Displays initiative and establishes own priorities within priorities set by established plans and supervisor direction</p> <p>Focuses energetically on achieving own, team and organisational objectives, seeking support in challenging circumstances</p> <p>Self aware. Recognises impact of own behaviour on others.</p> <p>Effectively deploys own allocated resources to achieve individual and project outcomes in line with instructions.</p> <p>Continually builds own expertise within defined policy, projects or work area.</p> <p>Understands, complies with and encourages others to comply with directions, organisational policy and quality standards.</p>	<p>Communication</p> <p>Listens to colleagues and stakeholders. Identifies other people's expectations and concerns.</p> <p>Writes documents which are accurate, clear and concise</p> <p>Reviews task performance and communicates outcomes. Seeks, and acts on feedback and guidance.</p> <p>Presents clear and concise messages within the limit of skill and expertise</p> <p>Provides professional development and other support to lower classified colleagues in own area of expertise</p> <p>Works to resolve conflicts when they occur</p>	<p>Building Relationships</p> <p>Identifies and takes learning and teaching opportunities for self.</p> <p>Aware of the principles contained in the Queensland Compact. Generally works collaboratively with colleagues.</p> <p>Shares own expertise and knowledge with others as directed</p> <p>Builds professional relationships with colleagues and stakeholders.</p> <p>Uses own work and efforts to contribute to reconciliation with Aboriginal and Torres Strait Islander peoples.</p> <p>Treats others professionally, respectfully, and courteously. Appreciates the benefit of diversity for QCOSS and Queensland.</p> <p>Acts professionally and within the boundaries of QCOSS policy positions and organisational processes when dealing with colleagues and stakeholders</p>	<p>Analysis, Innovation & Problem Solving</p> <p>Acts within defined established practices with guidance from others when presented with novel or unusual problems or challenges.</p> <p>Provides accurate advice. Understands reasons for decisions within own work are</p> <p>Has an understanding of how own work fits into broader social justice objectives pursued by QCOSS</p> <p>Seeks out information from established sources when developing ideas, concepts, projects, resources and other material. Uses agreed processes to determine what is relevant and how it should be used, seeking guidance as required.</p> <p>Compares conflicting ideas and sources of advice and draws accurate conclusions. Seeks advice where appropriate on recommended action.</p> <p>Identifies and implements improved work practices for own work</p> <p>Responds to changes in requirements and priorities and seeks guidance on appropriate adaptation</p> <p>Identifies issues and problems that may impact on own work objectives. Demonstrates an awareness of the implications of issues for own work.</p>	

4	Organisational Relationships - Works under general direction. Supervises other staff or works in a specialised field.			
Extent of Authority - Required to set outcomes within defined constraints. Provides specialist technical advice. Freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices. Solutions to problems generally found in precedents, guidelines or instructions. Assistance usually available.				
<p>Leadership and Initiative</p> <p>Takes personal responsibility for achievement of own work. Engages appropriately with supervisor to communicate challenges.</p> <p>Sets own outcomes within established plans and/or priorities. Sees tasks through to completion.</p> <p>Develops plans for achieving own work, and contributes to the development of project, organisational and team plans</p> <p>Displays initiative and establishes own and others priorities within priorities set by established plans and direction</p> <p>Focuses energetically on achieving own and team objectives, even in challenging circumstances</p> <p>Self aware. Recognises impact of own behaviour on others.</p> <p>Effectively deploys own allocated resources to achieve individual and project outcomes in line with instructions and/or team objectives.</p> <p>Continually builds own expertise within defined policy, projects or work area. Contributes own expertise to achieve organisational outcomes as directed</p> <p>Understands, complies with and encourages others to comply with directions, organisational policy and quality standards.</p>	<p>Communication</p> <p>Listens to colleagues and stakeholders. Identifies other people's expectations and concerns. Discerns intent. Checks for shared meaning.</p> <p>Reviews task performance and communicates outcomes. Seeks, and acts on feedback and guidance.</p> <p>Writes clear, concise and error free articles, reports, submissions and other documents that are appropriate for the audience, with guidance as required</p> <p>Operates as an effective representative of the project, initiative or work area in internal forums.</p> <p>Confidently presents messages within the limit of skill and expertise in a clear and concise manner that is appropriate for the audience.</p> <p>Provides professional development and other support to internal stakeholders in own area of expertise. Provides professional development to external stakeholders within limits of expertise and established programs and delivery frameworks</p> <p>Proactively manages potential conflict.</p>	<p>Building Relationships</p> <p>Identifies and takes learning and teaching opportunities for self and others.</p> <p>Understands the principles contained in the Queensland Compact. Generally works collaboratively with colleagues and stakeholders</p> <p>Shares own expertise and knowledge with others to build organisational knowledge and capacity.</p> <p>Builds positive and mutually beneficial relationships with colleagues and stakeholders.</p> <p>Uses own work and efforts to contribute to reconciliation with Aboriginal and Torres Strait Islander peoples.</p> <p>Treats others professionally, respectfully, and courteously. Understands the role that culture plays in how people work and act. Appreciates the benefit of diversity for QCOSS and Queensland.</p> <p>Acts professionally and within the boundaries of QCOSS policy positions and organisational processes when dealing with colleagues and stakeholders</p>	<p>Analysis, Innovation & Problem Solving</p> <p>Applies professional judgment to situations within own work area with guidance from others when encountering novel or unusual problems or challenges.</p> <p>Provides accurate advice. Understands the reasons for decisions.</p> <p>Has a detailed understanding of how own work fits into broader social justice objectives pursued by QCOSS</p> <p>Seeks out multiple sources of information when developing ideas, concepts, projects, resources and other material, and uses agreed processes or methodology to determine what is relevant and how it should be used. Identifies where important information is not available.</p> <p>Compares conflicting ideas and sources of advice and draws accurate conclusions based on evidence, a social justice perspective and where required, some guidance from others.</p> <p>Identifies and implements improved work practices for own and others work</p> <p>Responds flexibly to changes in requirements and priorities. Adapts to new circumstances and environments with support as required.</p> <p>Identifies issues and problems that may impact on own and others work objectives. Demonstrates awareness of the implications of issues for own work.</p>	

5	Organisational Relationships - Work under general supervision. Operate as a member of a team. Supervision of lower classified employees.			
Extent of Authority - Exercise a degree of autonomy. Control projects and/or programs. Set outcomes for lower classified staff. Establish priorities and monitor work flow in areas of responsibility. Solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.				
Leadership and Initiative	Communication	Building Relationships	Analysis, Innovation & Problem Solving	
<p>Takes personal responsibility for achievement of own work and QCOSS objectives. Engages appropriately with supervisor to communicate challenges.</p> <p>Sets, monitors and achieves outcomes for a specific work area, project, initiative or of group of colleagues. Sees tasks through to completion.</p> <p>Develops project and other plans, and contributes to the development of organisational and team plans</p> <p>Displays initiative and establishes own and others priorities within broader team and/or organisational priorities</p> <p>Focuses energetically on achieving own, team and organisational objectives, even in challenging circumstances</p> <p>Self aware. Recognises impact of own behaviour on others.</p> <p>Effectively deploys resources to achieve project/team objectives.</p> <p>Continually builds own expertise within defined policy, projects or work area. Contributes own expertise to achieve broader organisational outcomes</p> <p>Understands, complies with and encourages others to comply with directions, organisational policy and quality standards.</p>	<p>Actively listens to colleagues and stakeholders. Identifies other people's expectations and concerns. Discerns intent and nuance. Checks for shared meaning.</p> <p>Shares information appropriately and keeps others informed of progress and issues.</p> <p>Writes clear, concise and error free articles, reports, submissions and other documents that are appropriate for the audience</p> <p>Operates as an effective representative of the project, initiative or work area in internal and external forums.</p> <p>Confidently presents messages within the limit of skill and expertise in a structured, clear and concise manner that is appropriate for the audience.</p> <p>Provides professional development and other support to internal and external stakeholders in own area of expertise</p> <p>Reviews task performance and communicates outcomes. Seeks, and acts on feedback and guidance.</p> <p>Proactively manages potential conflict.</p>	<p>Identifies and takes learning and teaching opportunities for self and others.</p> <p>Understands the importance of the Queensland Compact, implements its objectives in own work and generally works collaboratively with colleagues and stakeholders</p> <p>Shares own expertise and knowledge with others to build organisational knowledge and capacity.</p> <p>Builds and sustains positive and mutually beneficial relationships with colleagues and stakeholders.</p> <p>Identifies opportunities in own work for QCOSS to contribute to reconciliation with Aboriginal and Torres Strait Islander peoples.</p> <p>Treats others professionally, respectfully sensitively and courteously. Understands the role that culture plays in how people work and act. Appreciates the benefit of diversity for QCOSS and Queensland.</p> <p>Acts professionally and within the boundaries of QCOSS policy and positions and organisational processes when dealing with colleagues and stakeholders</p>	<p>Applies professional judgment to situations within own work with guidance from others when presented with novel or unusual problems or challenges.</p> <p>Provides accurate, considered advice. Understands the reasons for decisions and policy positions.</p> <p>Has a detailed understanding of how own and team's work fits into broader social justice objectives pursued by QCOSS</p> <p>Considers multiple sources of information when developing ideas, concepts, projects, resources and other material, and uses agreed processes or methodology to determine what is relevant and how it should be used. Identifies where information is not available.</p> <p>Compares and critiques conflicting ideas and sources of advice and draws accurate conclusions based on evidence and a social justice perspective.</p> <p>Identifies and implements improved work practices for own and others work</p> <p>Responds flexibly to changes in requirements and priorities and adapts to new circumstances and environments.</p> <p>Identifies issues and problems that may impact on own and others work objectives. Aware of the implications of issues for own work.</p> <p>Critically reviews issues, projects, initiatives and other matters and makes recommendations for future approaches</p>	

6	Organisational Relationships - Works under limited direction from senior employees. Supervision of staff.			
Extent of Authority -. Exercise a degree of autonomy. May manage a work area. Has significant delegated authority. Selection of methods and techniques based on sound judgment. Manage significant projects and/or functions. Solutions to problems can generally be found in documented techniques, precedents, or instructions. Responsible for developing documented techniques, precedents or instructions. Advice available on complex or unusual matters, but not usually required.				
<p>Leadership and Initiative</p> <p>Takes personal responsibility for achievement of project, team and QCOSS objectives.</p> <p>Sets, monitors and achieves outcomes for a more complex project, initiative or team</p> <p>Undertakes planning for more complex projects and other initiatives. Makes a significant contribution to developing organisational and team plans.</p> <p>Displays initiative. Establishes priorities for a team, project or initiative within broader organisational priorities</p> <p>Focuses energetically on and inspires others to achieve own, team and organisational objectives, even in challenging circumstances</p> <p>Self aware. Recognises impact of own behaviour on others. Modifies own behavior to positively influence outcomes</p> <p>Plans for and deploys resources to achieve project/team objectives.</p> <p>Continually builds own expertise in the broader public policy issues which QCOSS engages in. Contributes own expertise to achieve broader organisational outcomes</p> <p>Understands and complies with directions and organisational policy. Applies QCOSS values to situations where no clear guidance exists. Leads continuous quality improvement efforts in own and others work.</p>	<p>Communication</p> <p>Actively listens to colleagues and stakeholders. Identifies other people's expectations and concerns. Discerns intent and nuance. Checks for shared meaning. Facilitates others opportunities to communicate.</p> <p>Shares information in a targeted way. Keeps others informed of progress/ issues</p> <p>Writes strategic, impactful, clear, concise and error free articles, reports, submissions and other documents that are appropriate for the audience</p> <p>Operates as an effective representative of the project, initiative or work area including taking a leadership role in national, state and local level forums.</p> <p>Confidently presents messages within own area of expertise in a structured, clear and concise manner that is appropriate for the audience. Able to present information outside of own area of expertise with some notice.</p> <p>Develops professional development and other support programs for delivery to internal and external stakeholders in own area of expertise. Delivers professional development and support programs outside own area of expertise.</p> <p>Provides succinct and useful verbal and written reports on progress. Seeks and acts on feedback and guidance.</p> <p>Proactively manages potential conflict and actively facilitates resolution</p>	<p>Building Relationships</p> <p>Takes responsibility for sharing own expertise with others and promoting a learning environment within and outside the organisation.</p> <p>Understands and promotes the importance of the Queensland Compact and implements its objectives in own and others work. Facilitates collaboration and works collaboratively.</p> <p>Uses mechanisms available to share relevant team or project information with the entire organisation. Shares own expertise and knowledge with others to build the capacity of both internal and external stakeholders.</p> <p>Builds and sustains networks and relationships among internal and external stakeholders that are effective and mutually beneficial.</p> <p>Identifies opportunities in own and others work for QCOSS to contribute to reconciliation and engage effectively with Aboriginal and Torres Strait Islander peoples.</p> <p>Models respectful, professional and sensitive approaches to our work in line with QCOSS values. Adjusts methodology where appropriate to take account of differences.</p> <p>Acts professionally and within the boundaries of QCOSS policy positions and organisational processes when dealing with colleagues and stakeholders</p>	<p>Analysis, Innovation & Problem Solving</p> <p>Applies professional judgment to situations within own work area. Generally able to resolve novel or unusual problems or challenges. Assists others with problem solving.</p> <p>Provides well reasoned and timely advice on complex issues of policy, service delivery or organisational development.</p> <p>Has an understanding of how all the elements of QCOSS' work fit together in the broader social justice context</p> <p>Considers multiple, and often novel sources of information when developing ideas, projects, resources and other material. Operates effectively, even when all information is not readily available. Develops methodology in line with QCOSS values to determine what is relevant and how it should be used.</p> <p>Compares and critiques conflicting ideas and sources of advice, identifies gaps, draws thoughtful conclusions based on evidence and a social justice perspective and makes intelligent and realistic recommendations.</p> <p>Identifies and implements new and innovative approaches and improved work practices for own and others work. Determines the need for changes in requirements and priorities and adapts them as required in line with established practice and QCOSS policy. Leads change initiatives among internal/external stakeholders.</p> <p>Solves problems that may impact on own and others work objectives. Aware of the implications of issues for own and others work.</p> <p>Critically reviews issues, projects, initiatives and other matters and makes and implements recommendations for future action.</p>	

7	Organisational Relationships - Works under limited direction. Normally supervises other employees and establishes and monitors work outcomes.			
Extent of Authority - May manage section. Has significant delegated authority. Selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at the level may have significant effect on program/project/work areas being managed.				
Leadership and Initiative	Communication	Building Relationships	Analysis, Innovation & Problem Solving	
<p>Takes personal responsibility for the direction of a project, team or initiative, with limited guidance or support.</p> <p>Sets, monitors and achieves outcomes for a highly technical or complex project, initiative or team.</p> <p>Undertakes planning for highly technical or complex projects and initiatives. Takes a leadership role in the development of organisational and team plans.</p> <p>Displays initiative. Establishes priorities for a team, a highly technical or complex project or a priority initiative within broader organisational priorities</p> <p>Focuses energetically on and inspires others to achieve own, team and organisational objectives, even in challenging circumstances</p> <p>Self aware. Recognises impact of own behaviour on others. Modifies own behavior to positively influence outcomes</p> <p>Plans for and efficiently deploys human, financial and other resources to achieve organisational, project or team objectives.</p> <p>Continually builds own expertise in the broader public policy issues which QCOSS engages in. Contributes own expertise to achieve broader organisational outcomes</p> <p>Understands and complies with directions and organisational policy. Develops QCOSS policy and procedures. Applies QCOSS values to situations where no clear guidance exists. Leads continuous quality improvement efforts in own and others work</p>	<p>Actively listens to colleagues and stakeholders. Identifies other people's expectations and concerns. Discerns intent and nuance. Checks for shared meaning. Sensitively and proactively facilitates others opportunities to communicate effectively.</p> <p>Shares information in a strategic way that keeps others informed of progress and issues.</p> <p>Writes strategic, impactful, clear, concise and error free articles, reports, submissions and other documents that are appropriate for the audience and moves the reader to action.</p> <p>Strategically leads QCOSS representation in national, state and local level forums.</p> <p>Confidently presents messages within own area of expertise in a structured, clear and concise manner that is appropriate for the audience. Able to present information outside of own area of expertise at short notice.</p> <p>Develops multiple professional development and other support programs for delivery to internal and external stakeholders in and out of own area of expertise. Delivers professional development and support programs outside own area of expertise.</p> <p>Proactively manages potential conflict and actively facilitates positive resolution</p>	<p>Takes responsibility for sharing own expertise with others. Leads others to share their own knowledge to achieve broader organisational objectives. Promotes a learning environment within and outside the organisation.</p> <p>Takes a leadership role in promoting the Queensland Compact within and outside the organisation. Implements Compact principles and objectives in own and others work. Leads collaborative efforts across national, state and local networks and works collaboratively.</p> <p>Develops and uses mechanisms to share team or project information with the entire organisation and external stakeholders.</p> <p>Builds and sustains networks and relationships among stakeholders that achieve genuine change for the sector and/or people experiencing poverty.</p> <p>Leads the implementation of the Reconciliation Action Plan in own and others work. Builds meaningful relationships with Aboriginal and Torres Strait Islander stakeholders.</p> <p>Models respectful, professional and sensitive approaches to our work in line with QCOSS values. Leads efforts to adopt a culturally competent and otherwise sensitive approach to our work.</p> <p>Acts professionally and within the boundaries of QCOSS policy positions and organisational processes when dealing with colleagues and stakeholders. Advises others on appropriate action</p>	<p>Applies professional judgment to situations, often outside of own work area or expertise. Able to resolve novel or unusual problems or challenges without reference to more senior staff. Assists others with problem solving</p> <p>Takes a leadership role in the development and provision of well reasoned and timely advice on complex and or highly technical issues of policy, service delivery or organisational development.</p> <p>Has a detailed understanding of the various elements of QCOSS work and how they fit together. Uses this understanding to improve outcomes in own and others work areas</p> <p>Considers all information channels when developing ideas, projects, resources and other material. Operates effectively, even when all the information is not available or unclear. Develops methodology in line with QCOSS values to determine what is relevant and how it is used.</p> <p>Compares and critiques conflicting ideas and advice, identifies gaps, and draws thoughtful conclusions based on evidence, a social justice perspective and an understanding of the broader environment. Recommends realistic proposals.</p> <p>Identifies and implements new and innovative approaches and improved work practices for own and others work. Determines the need for changes in requirements, priorities or policy positions and adapts them as required and in line with QCOSS values. Conceives and leads change initiatives among internal/external stakeholders.</p> <p>Solves problems that may impact on own and others work. Aware of the implications of issues on the broader organisational context.</p> <p>Critically reviews issues, projects, initiatives and other matters and makes and implements strategic recommendations for future action.</p>	

8	<p>Organisational Relationships - subject to broad direction from management/the employer and exercise managerial responsibility. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees or the organisation</p>			
<p>Extent of Authority - Manage extensive programs or projects in accordance with organisational goals. May require the development, implementation and evaluation of those goals</p>				
<p>Leadership and Initiative</p>	<p>Communication</p>	<p>Building Relationships</p>	<p>Analysis, Innovation & Problem Solving</p>	
<p>Takes personal responsibility for direction of a significant project, team, work area or initiative</p> <p>Sets, monitors and achieves outcomes for a significant, highly technical or complex project, initiative or team.</p> <p>Builds and leads a cohesive team. Empowers others through appropriate delegation.</p> <p>Undertakes planning for a major, highly technical or complex project or initiatives. Develops organisational and team plans.</p> <p>Displays initiative. Establishes priorities for a significant team, a highly technical or complex project or a priority initiative within broader organisational priorities</p> <p>Focuses energetically on achieving own, team and organisational objectives, even in challenging circumstances. Crafts team and operational objectives in line with strategic objectives</p> <p>Self aware. Recognises impact of own behaviour on others. Leads and advises others on appropriate behavior</p> <p>Plans for and efficiently deploys human, financial and other resources on major projects, significant initiatives or activities</p> <p>Continually builds own and others expertise, including in the broader public policy issues which QCOSS engages in. Identifies and nurtures individual capacity</p> <p>Develops QCOSS policy and procedures. Applies QCOSS values to situations where no clear guidance exists. Leads continuous quality improvement efforts.</p>	<p>Actively listens to colleagues and stakeholders. Identifies other's expectations and concerns. Discerns intent and nuance. Checks for shared meaning. Sensitively and proactively facilitates others opportunities to communicate effectively.</p> <p>Crafts consultation and communications approaches that achieve operational and strategic objectives.</p> <p>Establishes and maintains mechanisms for the sharing of information within a team, across the organisation and with other stakeholders that result in meaningful and mutually beneficial exchanges.</p> <p>Writes strategic, impactful, clear, concise and error free documents that are appropriate for the audience and move readers to action. Develops standards and approaches to written communication for the team, project or organisation, and ensures the standards are met</p> <p>Coordinates team and others representation and engagement in local, state and federal forums.</p> <p>Confidently and effectively interprets complex messages within and outside own area of expertise for a wide variety of audiences. Coordinates team or project messaging to multiple audiences</p> <p>Leads the development of multiple professional development and other support programs for delivery to internal and external stakeholders in and out of own area of expertise.</p> <p>Proactively manages potential conflict and actively facilitates positive resolution, particularly in challenging circumstances</p>	<p>Leads the development of a learning environment within and outside the organisation. Identifies whole of organisation capability deficits and resolves them through whole of organisation, team and individual training and development solutions.</p> <p>Takes a leadership role in promoting the Queensland Compact within and outside the organisation. Implements Compact principles in own and others work. Leads collaborative efforts across national, state and local networks. Works collaboratively.</p> <p>Develops and uses formal and informal mechanisms to share team or project information with the entire organisation and external stakeholders.</p> <p>Builds and sustains statewide and/or national networks and relationships that achieve genuine change for the sector and/or people experiencing poverty.</p> <p>Leads the development and/or implementation of the Reconciliation Action Plan. Builds meaningful relationships with Aboriginal and Torres Strait Islander stakeholders that result in mutual and beneficial outcomes.</p> <p>Models respectful, professional and sensitive approaches to our work in line with QCOSS values. Leads efforts to adopt a culturally competent approach to our work. Provides advice to others on appropriate action.</p> <p>Models professional behaviour within the boundaries of QCOSS policy positions and organisational processes when dealing with colleagues and stakeholders. Advises others on appropriate action.</p>	<p>Applies professional judgment to situations, often outside of own work area or expertise. Able to resolve novel or unusual problems or challenges without reference to more senior staff. Assists others with technical or complex problem solving in challenging environments</p> <p>Develops models for analysing issues of policy, service delivery or organisational development in the QCOSS context. Where appropriate, develops new, experimental or novel approaches to the analysis of information that are nonetheless robust and defensible Provides guidance to others in the analysis and synthesis of information.</p> <p>Has a detailed understanding of the various elements of QCOSS' work and how they fit together. Uses this understanding to improve outcomes in own and others work areas</p> <p>Considers all information channels when developing ideas, projects, resources and other material. Operates effectively, even when not all information is available. Develops methodology in line with QCOSS values to determine what is relevant and how it is used.</p> <p>Compares and critiques conflicting ideas and sources of advice, draws thoughtful conclusions based on evidence, a social justice perspective and an understanding of the broader environment. Makes sensitive and politically astute recommendations.</p> <p>Leads the development of new and innovative approaches, improved work practices and major internal and external change or reform initiatives. Determines the need for changes in strategic priorities or policy positions and adapts them as required and in line with QCOSS values.</p> <p>Solves complex problems that may impact on own, team, project or organisational priorities. Aware of the implications of issues on the broader organisational and external environment.</p>	

SM	Organisational Relationships – subject to broad direction from management/the employer. Exercises strategic managerial responsibility			
Extent of Authority - Manage multiple programs or projects or an entire strategic outcome area in accordance with organisational goals. This may require the development, implementation and evaluation of those goals. Also required to undertake significant representational tasks including leading the organisation's management of its relationship with significant stakeholders.				
Leadership and Initiative	Communication	Building Relationships	Analysis, Innovation & Problem Solving	
<p>Leads multiple projects, programs or an entire strategic outcome area.</p> <p>Leads priority setting and strategic and operational planning exercises for an entire strategic outcome area, including any major, technical or complex projects within that area.</p> <p>Inspires others to action using a variety of methods and approaches.</p> <p>Provides leadership that develops the capacity of others (including other leaders) to develop their own self awareness.</p> <p>Plans for and efficiently deploys human, financial and other resources across an entire strategic outcome area in line with best practice.</p> <p>Builds team and organisational capacity to deliver on QCOSS strategic objectives</p> <p>Builds cohesion and capacity across teams. Empowers others through appropriate delegation. Identifies, develops and nurtures talent.</p> <p>Understands and complies with directions and organisational policy. Ensures compliance with QCOSS policies and procedures within and across strategic outcome areas. Develops QCOSS policy and procedures. Applies QCOSS values to situations where no clear guidance exists.</p> <p>Leads continuous quality improvement efforts across the entire organisation</p>	<p>Leads the development of communication, consultation, advocacy and engagement processes, methods and approaches which are effective and achieve outcomes for QCOSS, the sector and people experiencing poverty and inequality.</p> <p>Builds the capacity of the organisation and its stakeholders to share information for mutual benefit</p> <p>Establishes standards and approaches to written communication across a strategic outcome area or the organisation as a whole, and ensures the standards are met. Builds the capacity of others to write material that moves readers to action.</p> <p>Coordinates and leads QCOSS representation in local, state and national forums across a strategic outcome area</p> <p>Builds a culture of proactive conflict management that values respectful engagement and mature behaviour</p> <p>Uses verbal and non verbal communication methods to influence others to action that achieves social changes. Develops the capacity of others to communicate effectively using the spoken word.</p> <p>Engages effectively with media stakeholders in line with QCOSS policy and procedures.</p>	<p>Builds a learning culture within QCOSS and the sector.</p> <p>Takes a leadership role in promoting and implementing the Queensland Compact within and outside the organisation. Leads collaborative efforts across national, state and local networks and works collaboratively.</p> <p>Builds and sustains high level statewide and/or national networks and relationships that achieve genuine change for the sector and/or people experiencing poverty.</p> <p>Leads the development and/or implementation of the Reconciliation Action Plan. Leads QCOSS' efforts to build meaningful relationships with Aboriginal and Torres Strait Islander stakeholders that result in mutual and beneficial outcomes.</p> <p>Models and leads respectful, professional and sensitive approaches to our work in line with QCOSS values. Leads efforts to adopt a culturally competent approach to our work with and across strategic outcome areas.</p> <p>Develops and models appropriate standards of professional behaviour in line with QCOSS values when dealing with colleagues and stakeholders.</p>	<p>Builds strategic links between QCOSS sector development, policy advocacy, community and member engagement and organisational services work to improve its efficiency or impact</p> <p>Looks to, and beyond, existing methodology and accepted approaches to analyse issues or public policy questions that affect QCOSS, the sector and people experiencing poverty and inequality.</p> <p>Applies intellect and high level professional judgment to situations, often outside of own work area or expertise. Assists other leaders with management, technical or complex problem solving in challenging environments.</p> <p>Understands the role of all QCOSS' stakeholders in a civil society, how they interact in the context of our work, and how they can impact on the lives of people experiencing poverty and inequality and the community sector.</p> <p>Compares and critiques conflicting recommendations and acts on them in line with the evidence, a social justice perspective, QCOSS long term objectives and interests and an understanding of the broader environment.</p> <p>Identifies and implements new and innovative approaches and improved work practices within and across strategic outcome areas. Conceives and leads major change and/or reform initiatives among internal and external stakeholders.</p> <p>Sees distant or future challenges, risks, and opportunities and determines the need for changes in course. Acts to secure QCOSS long term interests and further its long term objectives</p> <p>Solves complex, long term and/or strategic problems that may impact on QCOSS priorities and objectives. Aware of the implications of issues on the broader organisational and external environment Intervenes to mitigate their effects.</p>	

2.5 Recognising outstanding performance

Employees whose performance is judged to be “outstanding” can access accelerated incremental advancement or access “incentive points” on the incremental scale for their classification. An assessment that an employee’s performance is outstanding will be made by the Director on the recommendation of the employee’s Manager.

What is Outstanding Performance?

“Outstanding performance” is performance that is sustained exceptional performance over the whole year, and considered to be well above and beyond the normal job requirements. It is performance that can be readily and fairly differentiated from the normal appropriate level of performance expected in the position, and where the outcomes achieved are truly exceptional (ie, an undoubted major contribution to the work of the organisation or team).

Outstanding Performance may involve, but is not limited to, one or more of the following elements to an extent beyond normal job requirements:

- Innovation;
- Initiative;
- Exceptional productivity and/or effort;
- Demonstrated stakeholder satisfaction; and
- Leadership.

Procedures for Recognising Outstanding Performance

Where a Manager reviews an employee’s performance and considers it to be “Outstanding” in accordance with the definition above they should make a recommendation to the Director for an employee to access accelerated incremental advancement or Incentive points on the incremental scale in accordance with this policy.

2.6 Managing Underperformance

General Information

It is essential that issues relating to underperformance are initially approached from within the context of performance management. Initiation of formal “Underperformance Management” procedures should not be the first discussion that is taking place regarding performance concerns. Explicit performance outcomes should already be identified in the employee’s performance plan and understood before any procedures related to underperformance are initiated.

The role and approach of the manager is extremely important in creating an environment that is professionally supportive of these procedures and fosters a relationship that is respectful of the person’s particular needs and issues. The manager should take a facilitative, advisory, problem-solving approach initially – using outcome-focused negotiation, conciliation and educational processes to achieve the improvement objectives.

It should also be noted that the aim of an underperformance management process is to improve performance. Where employees and managers do not approach the process in good faith, it is destined to fail.

This process does not apply to underperformance during a probation period.

Exploring Possible Causes

When a manager believes that an employee is not meeting the performance objectives outlined in their performance agreement, they should conduct a risk assessment to ensure that the underperformance process is actually the most appropriate course of action. Consideration should be given to the possible causes of the employee’s performance issues. These may include:

- Physical and/or mental health issues
- Personal difficulties
- Cultural misunderstandings
- Interpersonal differences
- Work pressure

Health Issues / Mental and/or Physical Incapacity

Health issues may need clarification if they are impacting on the employee’s ability to perform at an effective level. As well as information that the employee is willing to disclose, the manager should consider whether there are other factors that may indicate an issue with the employee’s health - for example, an unusually high level of sick leave or behaviour out of character with past patterns. However, care must be taken not to assume that factors such as these provide conclusive indicators of health issues.

If there are concerns about whether an employee is medically fit for work, the manager should seek advice from the Deputy Director before taking any action. In some cases it may be necessary for an employee to have a medical examination to ascertain their health status and whether they are fit for work. A negotiated approach should be used in the first instance. If a person is medically fit for work then they should be considered well enough to perform at the required level.

Utmost sensitivity will be needed in recognising and dealing with health factors. Despite every effort to manage issues in a fair and sensitive manner, addressing underperformance concerns can be a confronting process for the employee.

Where there are concerns about an employee’s physical or psychological fitness, it does not mean that no action is taken, but rather, that the action needs to be appropriate and reasonable given the assessment of the employee’s capacity to engage in the process. This includes giving employees every support that they need to return to good health.

Personal difficulties

Personal difficulties unrelated to work may impact on an employee's performance, as it is often difficult to 'leave issues at home'. There are a variety of issues that can have a negative impact on an employee's motivation and hence work performance, such as:

- Relationship issues with partner, children, parents etc.
- Financial difficulties
- Accommodation issues
- Grief and loss

If a personal difficulty is identified as the reason for the decline in work performance, the issues should be handled sensitively. The manager should not attempt to resolve an employee's difficulties but should offer support and encourage the employee to access external professional help.

It is important to keep the focus on work performance whilst acknowledging the personal difficulties the employee may have. Every reasonable option should be made available to the employee to assist in resolving the problem ie taking recreation, flex or any other type of leave.

Again, where there are concerns about the employee's physical or psychological fitness, the action that is taken needs to be appropriate and reasonable given the employee's capacity to engage in the process.

Misunderstandings re cultural issues

It is important to recognise and value diversity in the workforce - including different cultures and different working styles. Unless a link can be made to how the organisation's business is being impacted, it may not be appropriate to impose a particular way of working on another person. QCOSS values diversity, and the benefits it brings to the work that we do.

Interpersonal difficulties

Interpersonal difficulties may be another cause of underperformance and may occur for a range of reasons including a clash of personal values, working styles, harassment and differences in workplace social interactions that can result in an overt or covert breakdown of working relationships.

The following behaviours may indicate underlying conflict:

- Failure to pass on information or act on information received
- Withdrawal or non-communicative behaviour
- Passivity/aggressiveness towards others
- Lengthy absences from the work area
- Excessive or unexplained absenteeism
- Unusually delayed completion of work

A conflict resolution, conciliation or mediation strategy may assist in resolving interpersonal issues - usually including the employee and any others involved. The goal of conflict resolution is to identify and agree on a mutually acceptable working relationship. Advice may be sought from the Deputy Director in engaging an appropriate mediator to assist with the process.

Mediation is a voluntary process used to facilitate the resolution of complaints. Mediation is undertaken when the respondent and complainant agree that they wish to resolve the grievance in this manner and it is appropriate to do so.

Workplace harassment issues

Workplace harassment issues will impact on the levels of job satisfaction and morale of employees. Harassment is unlawful and may lead to the person who is being harassed feeling offended, humiliated, and intimidated or disadvantaged. Harassment consists of unwelcome, offensive, abusive, belittling or threatening behaviour directed at another person.

Any workplace harassment issues must be dealt with fairly and promptly in accordance with the Discrimination, Workplace Harassment and Violence policy.

Work pressure

The work itself may also be a reason why an employee's performance is not achieving the required outcomes. Causes may include:

- inadequate induction
- mismatched skills
- inadequate training
- lack of clearly defined objectives or goals
- lack of challenge
- insufficient resources
- role confusion

The position itself may need to be reviewed and necessary training and support put in place. An assessment of the employee's workload and work style could also be made to try to find better ways of managing the work.

Misconduct

Misconduct issues may arise within the context of Managing Underperformance and need to be distinguished from underperformance. Misconduct is managed in accordance with the Employee Misconduct policy.

Natural Justice

An employer must also ensure that the principles of natural justice and procedural fairness are adhered to at every stage of any process for managing underperformance. Natural justice is concerned with ensuring that employees receive fair treatment in their employment. This includes making sure that the employee is advised of all the allegations of poor performance and is provided with the opportunity to respond on each occasion. An opportunity should also be given to state any mitigating circumstances. The response provided by the employee and any mitigating circumstances must be taken into consideration by the decision-maker prior to reaching any decisions (ie the line manager cannot simply ignore any explanations offered by the employee.)

Fundamental to the concept of natural justice is the need to ensure that the employee is afforded a fair hearing and the opportunity to present their viewpoint prior to any adverse decision being made. The employee must be advised of the reasons for any action taken. This is particularly so where a decision is taken to dismiss the employee. While the exact requirements will depend on the seriousness of any concerns, natural justice includes providing the employee with:

- Equal treatment (ie one employee should not be treated more or less favourably than another employee - eg singling out an employee)
- Adequate notice of process
- Details of the performance concerns
- An opportunity to respond
- Substantiation of the facts
- A support person of their choice (eg a union representative or colleague)
- An unbiased and impartial decision maker (usually the Director).

Procedural Fairness

Procedural fairness is not easily defined but the following principles can be used as a guide when deciding whether reasonable action has been taken:

- Clear communication of policies, procedures and instructions
- Promptness to initiate and take action
- Warnings (verbal or written)
- Information to be provided to an employee
- An employee's right to representation
- The employee has an opportunity to respond

- Full consideration of relevant facts is undertaken by decision makers
- Reasons are given to the employee regarding the concerns of the manager
- Documentation is compiled and maintained throughout all aspects of the procedures, including copies are provided to relevant parties.

Representation

All employees are entitled to representation or support in any underperformance process. Employees are encouraged to contact their union, colleagues, friends and family for support.

While an underperformance management process is usually best managed between an employee and their manager, if an employee or manager would like support or assistance from a union delegate or other colleague they should seek it. Union delegates and other support persons will be permitted to attend meetings and participate in the process on a good faith basis, in a constructive manner.

Underperformance Process

There is not a defined “three warnings” system of managing underperformance in QCOSS. Rather, employees and Managers are encouraged to develop their own processes for dealing with the underperformance in a way that best suits their needs. When developing the system, employees and managers should follow these guidelines

- **There should be no surprises.** A formal underperformance process should not be initiated unless a manager has clearly communicated their expectations via a formal Performance Plan as part of the normal performance management process.
- A manager should explore the reasons for the underperformance before commencing any action. Some guidance is provided in this policy.
- A formal underperformance plan should not be initiated unless a manager has had a significant number of informal discussions with an employee about their concerns prior to commencing any action.
- Where a formal underperformance plan is initiated it should be initiated in writing, and recorded on an employee’s personnel file.
- All actions taken, plans made and agreements reached during the process should be properly recorded and placed on an employee’s personnel file.
- Underperformance Management processes should be timebound, and give an employee sufficient time to improve performance, usually at least two months.
- Underperformance management processes should involve additional supervision, mentoring, training and other actions designed to improve the performance of an employee.
- Successful performance management processes, where an employee returns to a level of performance which meets the expectations outlined in their performance plan at the conclusion of the process (or before) should result in an employee and their manager returning to normal supervisory processes. The successful conclusion of a performance management process must be noted on an employee’s personnel file.
- Unsuccessful performance management processes, where an employee continues to fail to meet the expectations outlined in their performance plan at the conclusion of the process, will result in termination. An employee will be given an opportunity to show cause (to the Director) why they should not be terminated prior to their termination. Employees will be given at least 4 weeks notice prior to termination in accordance with the provision of the QCOSS/QSU Certified Agreement 2009.

Appeals of Underperformance Processes

An employee may appeal, in writing to the Director, any action taken as part of this process up to (but not including) a decision to terminate their employment in accordance with the Grievance Procedures. An employee may appeal a decision to terminate their employment to the Queensland Industrial Relations Commission. Employees should seek advice, including the advice of their union, when considering any appeal.

3. Making our Workplace Safe

3.1 Occupational Health and Safety - General

In accordance with the Workplace Health and Safety Act 1995 the Queensland Council of Social Service (QCOSS) has a 'duty of care' towards its employees, clients and members of the public while on the premises of QCOSS. QCOSS will ensure that the requirements of the Act are adhered to by recognising that all people have the right to a safe work environment and to know the hazards to which they may be exposed.

QCOSS acknowledges the legal concept of 'duty of care' as set out in the Workplace Health and Safety Act 1989, and will comply with the following regulations in meeting its obligations in respect of that "duty of care".

Relevant Legislation, Policies and Award provisions

Legislation, policies and award provisions relevant to the Workplace Health and Safety policy include:

- the Workplace Health and Safety Act 1995
- the Industrial Relations Act 1990
- the QCOSS Security of Premises, Plant and Equipment policy.
- the QCOSS Policy on Workplace Harassment and Violence.
- Clause 53 Amenities and Clause 54 Occupational Health and Safety of the Social and Community Services (Queensland) Award 1996.

Employers to ensure the health and safety of their employees

QCOSS will endeavour at all times to achieve at least minimum standards in providing a healthy and safe work environment. This includes the development of appropriate emergency evacuation procedures; procedures for handling harassment and violence; maintenance of fire extinguishers; sufficient work space and appropriate furnishings for each employee; and regular safety checks to ensure unencumbered exit points from the place of work, and that the organisation's equipment, including any motor vehicles, is well maintained.

Employers to ensure the health and safety of persons other their employees

Management is also responsible for the safety of the organisation's clients in the course of accessing the organisation's services. Employees must ensure that, in the event of an emergency, clients' safety is guarded through pre-arranged emergency procedures which staff have been trained to implement.

Persons in control of workplaces to ensure health and safety of non employees

Staff of QCOSS will ensure that access to and from the workplace, and plant and substances used at the workplace, do not pose a health or safety risk to persons not employed by QCOSS but who are nevertheless working at the workplace of QCOSS. Cleaning contractors and delivery drivers providing services at the workplace would fall into this category.

Duties of employees

Staff of QCOSS has a legal obligation to act responsibly and perform their duties in accordance with the safety standards applied by the employer, the regulations or relevant codes of practice.

Duties of persons other than employer or employees

The Workplace Health and Safety Act 1995 places a legal obligation on persons who interact with a workplace, to comply with the directions of persons at the workplace. For example, a person driving a vehicle into a workplace has a duty to comply with any standards imposed by the organisation to ensure health and safety at the workplace.

Duties of owners and manufacturers, etc. of specified plant

The Act imposes a legal obligation on owners and manufacturers to ensure that equipment which impacts on the health and safety of the general public, such as air-conditioning and lifts, meets minimum health and safety standards specified in the Third Schedule of the Act.

3.2 Workplace Injuries - First Aid, Recording & Reporting

First Aid

The First Aid Code of Practice 2004 states that workers should have access to a person with a current senior first aid qualification (or higher), where the risk of injury or work caused illness is low.

QCOSS will train an appropriate number of first aid staff to fulfill these obligations. The first aid officers will have the responsibility of recommending actions regarding use, contents, modifications and maintenance of the first aid kit; ensuring the first aid kit is accessible whenever workers are at work; checking and replenishing its contents; and participation in courses to maintain their first aid skills at an acceptable level e.g. attending refresher courses.

Record of injuries

The Workplace Health and Safety Act 1995 requires that a record of particulars of every work injury, work-related illness or dangerous incident that occurs in the workplace be documented on the Form for Recording First Aid Information and the Incident Notification Form within three (3) days of the event.

The management and staff of each workplace should be aware of this requirement, ensuring that a Form for Recording First Aid Information and the Incident Notification Form is completed in the case of such injury, illness or dangerous occurrence. All records must be maintained at the workplace and must be made available for inspection by an Inspector from the Division of Workplace Health and Safety.

Accident Reporting

In the event of serious bodily injury, work-related illness or dangerous occurrence, employees will immediately notify management of QCOSS who will abide by the following requirements:

- The Director of the Division of Workplace Health and Safety must be advised, within 24 hours, of every serious bodily injury, work-related illness or dangerous occurrence that happen in the workplace on a Form
- (Notification of Serious Bodily Injury, Work-related Illness or Dangerous Occurrence). 'serious bodily injury' refers to any injury, which results in admittance to hospital as an in-patient.
- The management and staff of QCOSS, in each workplace, must be aware of this requirement and measures implemented to ensure that it is met.
- Where the injury, illness or dangerous occurrence causes death, the Director of the Division of Workplace Health and Safety must be notified immediately. Further, there must be no interference with the scene of the accident or event until determined by an Inspector from the Division of Workplace Health and Safety, unless such interference is necessary to prevent further injury to persons or damage to property.

3.3 Consulting with our Workforce – OHS Committee

The self-regulatory nature of the Workplace Health and Safety Act 1995 requires employee participation in the formulation, implementation and management of occupational health and safety issues. The legislation provides for the establishment of health and safety management structures at workplaces where employees will be actively involved in the management of health and safety in the workplace.

QCROSS is to have a staff member nominated as the Health and Safety Officer. The role of this person is to maintain up to date knowledge of the Health and Safety Act (1995); to ensure QCROSS compliance to this Act and to be a contact point for staff and committee on workplace, health and safety matters. An allowance is to be paid to this employee for the satisfactory conduct of this additional role.

Management of QCROSS will:-

- create an active interest in health and safety in the workplace;
- consider and make recommendation for training and education in health and safety, in light of the obligations, identified above, imposed by the Act;
- advise all staff of procedures relating to health and safety;
- assist in the resolution of issues regarding workplace health and safety; and
- appoint a staff member to be the designated QCROSS Health and Safety Contact Officer.

3.4 Emergency Evacuation and Procedures

The Workplace Health and safety act puts obligations on employers to ensure the safety of those in the workplace and the general public. Implicit to these obligations is that of undertaking a risk analysis on possible emergencies and to put plans and procedures in place. The '*Building Fire Safety Regulation 1991 S.11 [3]* states: - Emergency evacuation procedures must be in place and practiced regularly. Emergency staff must be adequately trained in the use of fire fighting equipment and evacuation procedures. The evacuation procedures must also suit the particular establishment.

- Pidgeon Close management has appointed **FIRST FIVE MINUTES PTY LTD.** To provide emergency response procedure training and to maintain an emergency control organisation (ECO) in accordance with the Australian Standard AS-3745 "Emergency Control Organisation and Procedures for Buildings, Structures and Workplaces". Under this appointment training will be provided with regards to fire warden briefing and induction, the use of fire extinguishers, evacuation exercises, and the overall emergency evacuation procedures of the complex.
- QCOSS itself will ensure that all employees and visitors to the site are made aware of its internal evacuation procedures and will display in public, the evacuation and emergency procedures for the QCOSS office;

3.5 Safe Travel

(See also Governance Manual, Resource Management System Policy RM-4Motor Vehicle Policy)

Approved drivers:

The only approved drivers at QCOSS are staff who hold a current, valid driver's licence, including probationary drivers displaying a P plate.

Safe Driving

Staff must observe safe driving strategies:

- do not drive if impaired by fatigue or medication;
- exhibit courteous and safe driving behaviours;
- observe all road rules:
 - observe speed limits,
 - do not drive with an alcohol content over the legal limit or under the influence of illegal drugs or legal drugs that impair driving competence;
 - do not use mobile phones and other distracters unless legal hands free devices are fitted, and even when fitted, keep calls to a minimum as they are distracting.

Journey Planning

- All journeys involving driving of more than 2 hours must be planned and verbally approved by a manager.
- Staff are not permitted to drive and work for more than 10 hours per day.
- Staff are not permitted to drive for more than 5 hours per day. In such circumstances other options such as plane flights or overnighting at motels must be implemented.
- Journey planning will be scheduled to take into account:
 - weather conditions (rescheduling where necessary to avoid fog, floods, bushfires);
 - driving conditions, including reduced speeds required where unsealed surfaces provide the only practical route;
 - safest method of transport (driving, plane, or other non-driving alternatives);
 - safest routes;
 - whether two or more staff are travelling together;
 - hours on the road;
 - time of day/night;
 - length of working day;
 - type of work done during rest of working day;
 - potential to be stranded if vehicle breaks down.
- When travelling, staff must:
 - obtain verbal approval from management for the trip schedule;
 - note the RACQ warning signs of fatigue – yawning, heavy eyes, sweaty hands; droning and humming in the ears; vehicle wandering across road; day dreaming; unintentional changes in vehicle speed; pressure in head and temples; stiffness and cramps; delayed reactions – and respond immediately by resting;
 - refrain from driving if impaired by above symptoms of fatigue or medication;
 - take adequate breaks, considered by the RACQ to be 15 minutes every 2 hours, combined with power naps of 15-30 minutes if relevant and where it is safe to do so;
 - give consideration to fatigue risk reduction by sharing driving where possible, using alternative travel methods where practicable, planning to allow for rest breaks and hold ups, and minimising night driving.
- The above dot points are not exhaustive lists, and managers and staff may need to take other factors into account to ensure safe travelling practices.

Accidents while travelling

Staff involved in an incident must:

- under no circumstances admit liability;
- comply with legal requirements and stop and render assistance or leave contact information if an unattended vehicle is involved;
- provide to the other driver(s) and receive from the other driver(s) the following information – name, address, phone numbers, Driver's Licence number, registration number, make and model of other vehicle(s), name of insurer, witness details, location of incident.

3.6 Managing Sick and Injured Workers

Work Related Injuries and Illnesses

QCOSS aims to promote a workplace that is free from work related injuries. Where workplace injuries occur they should be reported and managed in accordance with the relevant Policy.

Where an employee incurs a work related injury they must be provided with information on how to make a claim for workers compensation. Up to date forms and information are available from www.workcoverqld.com.au

Employees may initially use their sick leave to recover from a work related injury. In these cases, where the claim is accepted by WorkCover, QCOSS will claim for reimbursement of the employee's wages from WorkCover.

Where an employee has exhausted their paid sick leave they may use unpaid sick leave until WorkCover accepts their claim.

Return to Work Plans (Work related injuries and illnesses)

Employees who return to work following a work related injury will have their return to work facilitated by a formal return to work plan. This plan will either be devised by the Deputy Director or an outside consultant.

Return to work plans must outline:

- The name and details of the employee
- The date of the employee's return to work
- The number and configuration of hours of work
- The duties to be undertaken, including any restrictions
- A review date for the plan

Return to work plans must be reviewed and updated at least monthly with a view of returning the employee to their original hours of work and duties as soon as safely possible. Once the employee has returned for full duties and hours that should be noted on the plan. Return to work plans are filed on an employee's personnel file.

In some circumstances it may be appropriate for an employee's doctor to review and approve the duties and /or hours in the plan. Medical Certificates are appropriate evidence of this review/approval.

Where progress against a return to work plan is slower than anticipated advice should be sought from relevant specialist medical, psychological or industrial relations advisers to determine alternative approaches or to provide support to the process.

Non-Work Related Injuries and Illnesses

Sick or injured employees will be supported in their return to work at the earliest, safest opportunity.

Employees may use accrued sick leave and other accrued leave to recover from illnesses or injuries that render them unfit for work. Employees may be asked to provide evidence of the illness or injury in accordance with the QCOSS/QSU Certified Agreement 2009. Employees should report absences as a result of illness or injury to their manager or another staff member in accordance with team processes.

Return to Work Plans (non- work related illnesses or injuries)

Employees who return to work following a non-work related injury or illness may have their return to work facilitated by a formal return to work plan. These plans are compulsory where any employee returns to work requesting restricted duties or reduced hours, or where the illness, injury

or recovery continues to impact on an employee's capacity. This plan will either be devised by the Deputy Director or an outside consultant.

Return to work plans must outline:

- The name and details of the employee
- The date of the employee's return to work
- The number and configuration of hours of work
- The duties to be undertaken, including any restrictions
- A review date for the plan

Return to work plans must be reviewed and updated at least monthly with a view of returning the employee to their original hours of work and duties as soon as safely possible. Once the employee has returned for full duties and hours that should be noted on the plan.

In some circumstances it may be appropriate for an employee's doctor to review and approve the duties and /or hours in the plan. Medical Certificates are appropriate evidence of this review/approval.

In some cases the Director may not approve an employee's return to work without sufficient evidence of their capacity to undertake the duties. Medical Certificates are appropriate evidence of this capacity.

In all cases where a Manager becomes aware that the illness or injury of a worker continues to have an impact on their capacity to do their work or the productivity, efficiency or safety of other workers, that fact must be immediately reported to the Deputy Director. Steps must be taken to mitigate the impact on the safety of other staff.

Details of the illness or injury and steps taken to facilitate the return to work or mitigate impacts on other staff must be noted on the employee's personnel file.

Where progress against a return to work plan is slower than anticipated advice should be sought from relevant specialist medical, psychological or industrial relations advisers to determine alternative approaches or to provide support to the process.

Procedures for managing Work Related Injuries and Illnesses

Workers injured at work can obtain relevant claim and medical certificate forms from www.workcoverqld.com.au

Relevant claim forms should be submitted to the Deputy Director

Claims for reimbursement of injured workers wages should be submitted to WorkCover as soon as possible to ensure quick processing

Where a claim is accepted by WorkCover the sick leave taken relevant to the claim should be recredited at the next pay period

Return to Work plans, Workcover claim forms and medical certificates should be filed on an employees personnel file.

Procedures for managing Non Work Related Injuries and Illnesses

Workers absent due to illness or injury should report their absence to their Manager or, where established, another team process.

Return to Work plans and medical certificates should be filed on an employees personnel file.

Leave Application forms must be submitted on return to work from sick leave to ensure processing of the leave.

3.7 Employee Assistance Program

QCOSS recognises that work and home are two key areas in which an employee's capacity to develop and manage relationships is vital. Relationship problems and mental health challenges often impact on a person's ability to relate effectively both at work and home.

QCOSS has engaged Relationships Australia to provide an Employee Assistance Program to our staff. The Employee Assistance Program includes counseling and other services, and can benefit employers and employees by:

- facilitating better communication
- reducing stress
- contributing to a more satisfying workplace
- enhancing workplace harmony and home and family life.

Employees may access the service on three occasions in any year without cost. Management are not informed of the name of an employee who accesses the service. If Relationships Australia judge that an employee would benefit from further support, they may request a further three sessions at no cost to the employee.

All employees will be provided details of the Employee Assistance Program on joining, and appropriate signage and related information will be prominently displayed in the West End and Townsville Offices.

The Employee Assistance Program may be accessed by calling 1300 557 809.

3.8 Working from Home

Employees or QCOSS may initiate arrangements whereby an employee performs their duties from their home for short or long term periods of time subject to the conditions outlined in this policy. Work at home is defined as Queensland Council of Social Service (QCOSS) work activities undertaken at home with specific, advance authorisation by an employee's manager.

The opportunity to work from home is not an entitlement and can only occur by agreement between QCOSS and the staff member, or when it is initiated by QCOSS.

As for office-based staff, employees working from home must ensure that the provisions of QCOSS's policies and procedures are followed in all their work. Home based employees may need to take additional care to ensure that the principles and practice of privacy and confidentiality are maintained while working from home.

Employee initiated requests to work from home for periods of one week or less

An employee may request permission to work from home for a specific period of time or a specific purpose. Where the request to work from home is for a period of up to one week, approval may be granted by an employee's supervisor subject to operational requirements and any conditions agreed between the employee and their supervisor.

During periods when an employee is working from home on a temporary basis they shall ensure they are contactable by telephone. Where an employee initiates a working from home arrangement the employee shall meet any costs that they incur as a result of working from home.

Employee initiated requests to work from home for periods in excess of one week

An employee may request permission to work from home for a specific purpose, a specific period of time or on a permanent basis.

Requests to work from home for periods of one week or longer are subject to the approval of the Director and operational requirements.

Before an employee commences a working from home arrangement in excess of one week, a written agreement will be entered into and placed on an employees file which outlines:

- The duration of the working from home arrangement
- The duties to be performed whilst undertaking home-based work
- The hours of work during which an employee must be contactable
- Supervision and contact arrangements for the period of the working from home arrangement
- If relevant, the frequency and duration of periods spent working from the Brisbane or Townsville Office
- Arrangements for meeting any "in office" responsibilities that may arise during the arrangement.
- Where the employee is a supervisor, arrangements to ensure that their direct reports continue to be supported while they are working from home
- The equipment required by the employee in order to undertake their work duties at the home based site. The list should include items such as telephone, mobile telephone, computing equipment and stationery. The list must specify who owns each item. Whoever owns an item is responsible for its maintenance and insurance
- Any other arrangements that are required to ensure that the operations of QCOSS are not adversely impacted during the arrangement, and that the relevant organisational or other services continue to be provided to internal and external stakeholders

• Either the employee or QCOSS may end an employee initiated working from home arrangement, subject to the provision of reasonable notice. Longer periods of notice shall be provided where the cancellation of a working from home arrangement would impact on an employee's ability to meet their family responsibilities.

Hours worked at home must be recorded in the same way that hours worked in the office are recorded. Overtime may be worked provided the overtime is approved by the supervisor in advance. No meal allowance is applicable to overtime worked at the home based site.

During periods when an employee is working from home they shall ensure they are contactable by telephone. Where an employee initiates a working from home arrangement the employee shall meet any costs that they incur as a result of working from home.

All worksites, including an employee's home (where they have entered into a working from home arrangement), must conform to acceptable Workplace Health and Safety Standards. The staff member working from home must be aware of the need to maintain a safe working environment. QCOSS will arrange an assessment of the home workplace by an accredited Workplace Health and Safety Officer. Employees must check with the Information Technology section to ensure that their computing equipment is suitable for operation with QCOSS IT systems.

Employer initiated work from home arrangements for periods in excess of one week

QCOSS may initiate a working from home arrangement with an employee for a specific purpose, a specific period of time or on a permanent basis. Employees based in Brisbane or Townsville are under no obligation to agree to an arrangement of this nature. For employees based in regional centres other than Brisbane or Townsville, agreeing to a working from home arrangement may be an inherent requirement of the position.

The Director shall approve working from home arrangements initiated by QCOSS. Before an employee commences a working from home arrangement initiated by QCOSS, the following matters shall be considered and noted on the employee's file.

- The duration of the working from home arrangement.
- The duties to be performed whilst undertaking home-based work.
- Supervision and contact arrangements for the period of the working from home arrangement.
- If relevant, the frequency and duration of periods spent working from the Brisbane or Townsville Office.
- The equipment required by the employee in order to undertake their work duties at the home based site. The list should include items such as telephone, mobile telephone, computing equipment and stationery. The list must specify who shall own, maintain and insure each item.
- The amount of any Working from Home Allowance, if different from the standard rate.
- Any other matters that are required to ensure that the operations of QCOSS continue effectively during the arrangement.

QCOSS may end a QCOSS initiated working from home arrangement, subject to the provision of reasonable notice. Longer periods of notice shall be provided where the cancellation of a working from home arrangement would impact on an employee's ability to meet their family responsibilities.

Hours worked at home must be recorded in the same way that hours worked in the office are recorded. Overtime may be worked provided the overtime is approved by the supervisor in advance. No meal allowance is applicable to overtime worked at the home based site.

Employees shall ensure they are contactable by telephone during periods when they are working from home. All worksites, including an employee's home where they have entered into a working from home arrangement, must conform to acceptable Workplace Health and Safety Standards. The staff member working from home must be aware of the need to maintain a safe working environment. QCOSS will arrange an assessment of the home workplace by an accredited Workplace Health and Safety Officer. Employees who use their own IT equipment must check with the Information Technology section to ensure that their computing equipment is suitable for operation with QCOSS IT systems prior to use.

3.9 Domestic and Family Violence – Special Leave and other Support

QCOSS considers that all forms of violence are a violation of fundamental human rights. Violence threatens the victim's physical health, housing security and mental wellbeing. People exposed to violence are at greater risk of developing a range of health problems, and are more likely to report poorer physical health overall and engage in practices that are harmful to their health. And while family and domestic violence cuts across socio-economic groups, it is reported at higher rates among disadvantaged Queenslanders.

QCOSS recognises that employees may face domestic and family violence that affects their attendance or performance at work. QCOSS is committed to providing leave and other support to staff that experience domestic and family violence.

Domestic and Family violence for the purpose of this policy includes physical, sexual, financial, verbal, psychological, spiritual, or emotional abuse of a person by an immediate family member, or who has been or is in a continuing social relationship of a romantic or intimate nature with the victim, or who is or has continually or at regular intervals lived in the same household as the victim.

Special Leave for employees experiencing domestic and family violence

Full time, part time or fixed term employees personally experiencing domestic and family violence may access up to 76 hours per year of paid Special Leave for medical appointments, legal proceedings, attending to accommodation matters, childcare and education matters and other activities, which are related to domestic and family violence. Employees may also access any or all of their accrued Sick Leave, Family and Community Leave, TOIL, Flex, or Recreation Leave for medical appointments, legal proceedings, attending to accommodation matters, addressing childcare and education matters and other activities, related to domestic and family violence.

Leave for employees supporting a person experiencing domestic and family violence

Employees supporting a person experiencing domestic and family violence may take Sick Leave or any other form of accrued leave to accompany them to court, to hospital, or to assist with childcare or accommodation matters.

Notice and notification

While notice is not strictly required prior to taking the leave, an employee should notify their manager as soon as reasonably practicable of their intention to take or remain on Special or other leave for this purpose. Proof of domestic and family violence may be required and can be a document issued by the Police Service, a Court, a Doctor, a Domestic and Family Violence Support Service or Lawyer.

Individual Support

In order to provide support to an employee experiencing domestic and family violence and to provide a safe work environment, QCOSS will approve any reasonable request from an employee for changes to their span of hours or pattern or hours and/or shift patterns; job redesign or changes to duties; changes to their telephone number or email address to avoid harassing contact; or any other appropriate measure including those available under existing family friendly or flexible work arrangements. Employees experiencing domestic and family violence may wish to be referred to the Employee Assistance Program (EAP). The QCOSS EAP provided by Relationships Australia includes professionals trained specifically in domestic and family violence.

Confidentiality and Adverse Actions

An employee experiencing domestic and family violence may raise the issue with their supervisor or the Deputy Director. The supervisor may seek advice from the Deputy Director. All personal information concerning domestic and family violence will be kept confidential and only shared with employees who have a genuine need to know. No information will be kept on an employee's personnel file without their express written permission. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic and family violence provided they make a confidential disclosure of the violence to their supervisor or the Deputy Director.

4. Employee Separation

4.1 Resignation, Termination and Exit Interviews

Resignation

Employees must give at least 2 weeks notice in writing to their manager when resigning. An employee's manager should ensure that a copy of the original notice of termination of employment is forwarded for inclusion in the employee's personnel file.

Upon receiving or issuing the notice, a manager should inform the relevant IT and administrative staff of the termination to ensure the collection of all keys and other property, and the preparation of final monies.

The employee's manager must also assure the security of QCOSS's information systems by organising for the cancellation of passwords and access to QCOSS IT systems. This can be arranged by contacting the relevant IT staff.

The Termination Checklist, attached below, should be completed by the manager and the HR/Admin Assistant or the PA to the Townsville Office Manager. A copy of the checklist should be filed on an employee's personnel file. A copy of the employee's final monies statement should also be placed on their personnel file.

Exit Interviews

QCOSS strives to ensure that it provides a positive work environment for all its employees. In line with this approach QCOSS seeks to take note of the feedback from staff exiting QCOSS. The completion of an exit interview allows QCOSS to gain valuable information acquired from a terminating employee during the exit interview session.

An exit interview may be conducted at the time of the employee's termination of employment. The process involves the supervisor arranging an interview with the employee prior to their last day of employment with QCOSS. A proforma has been developed to assist managers with the exit interview. The outcome of the exit interview is to be recorded on the proforma and forwarded to the Director. It is the responsibility of the Director to take any necessary follow up action arising from the outcome of the exit interview process.

A termination checklist (attached) outlines the process to be taken prior to termination. The termination checklist must be completed by the relevant manager and the relevant administrative staff.

QUEENSLAND COUNCIL OF SOCIAL SERVICES INCORPORATED

EXIT INTERVIEW REPORT

Name of employee: _____

Position: _____

Date of commencement: _____

Effective date of resignation: _____

Date of exit interview: _____

SUPERVISORS REPORT OF EXIT INTERVIEW

1. Reason/s for resignation from QCOSS

2. Views / feedback of QCOSS as an employer

3. Suggestions to improve the work environment at QCOSS

4. Any other matters

Supervisor's comments: (Supervisors need to ensure that any matters requiring further action are clearly identified)

Supervisor..... Date

Referred to Director Date

Director Date

Director's comments _____

QCOSS Termination Checklist

Employee Name: _____ Date of Termination _____

This checklist must be completed prior to or on an employee's last working day. The checklist should be placed on an employee's file. If an item is not applicable it should not be left unticked, a note of the fact that it is "not applicable" should be made.

Employee's Manager to complete

Employee has submitted resignation letter and it has been placed on file

Exit Interview conducted and results submitted

Manager (Name)

Date

Sign

HR/Admin Assistant or PA to the Townsville Manager to complete:

Mobile Phone returned

Swipe Card returned

Car and other keys returned

Laptop returned

CabCharge card/Credit Card returned

Other equipment returned

Physical security register updated

IT has confirmed user account deactivated

Payroll has confirmed final monies paid (statement attached)

Payroll confirmed all debts (including salary sacrifice debts) settled

Letter dispatched from Director with final monies statement

HR/Admin Assistant/PA (Name)

Date

Sign

4.2 Redundancy

Organisations, such as QCOSS, which are primarily funded by time limited government funded, face significant challenges when governments change funding arrangements, including by reducing funding. Even where employees are full time or part time, a loss of funding for the project that they are working on is regrettably, likely to lead to termination of employment. Further, employees who are funded to perform core activities suffer even greater uncertainty, due to the nature of funding for those activities.

QCOSS is committed to mitigate the adverse effects of redundancies on employees where they need to occur, and to work with employees by providing them time and where appropriate, resources to assist them find other work.

The provisions of the Certified Agreement as it relates to redundancy and termination of employment are outlined in this policy.

Excerpt from the QCOSS/ASU Certified Agreement 2009.

4.2 Termination of employment

4.2.1 *Statement of employment*

QCOSS shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.2.2 *Termination by QCOSS*

- (a) In order to terminate the employment of a full time, part time or fixed term employee QCOSS shall give that employee four weeks notice.
- (b) In addition to the notice in clause 4.8.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

4.2.3 Payment in lieu of the prescribed notice in clause 4.8.2 must be made if the appropriate notice period is not required to be worked, provided that employment may be terminated by the employee working part of the required period of notice and by QCOSS making payment for the remainder of the period of notice.

4.2.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (a) the employee's ordinary hours of work (even if not standard hours);
- (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

4.2.5 The period of notice in clause 4.8 does not apply:

- (a) in the case of dismissal for serious misconduct;
- (b) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;
- (c) to casual employees; or
- (d) to probationary employees.

4.2.6 *Notice of termination by an employee*

- (a) The notice of termination required to be given by an employee is two weeks.
- (b) If an employee fails to give two weeks notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 4.8.4.

4.3 Introduction of changes

4.3.1 *Employer's duty to notify*

- (a) Where QCOSS decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, QCOSS shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations, loss of funding for a project or projects and the restructuring of jobs:

Provided that where this agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.3.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on full time and part time employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the way to avoid or minimise the effects of the changes (eg by finding *alternative* employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned, and where relevant, their Union or Unions, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.4 Redundancy

4.4.1 *Consultation before terminations*

- (a) The parties agree that organisations, such as QCOSS, which are primarily funded by time limited government funding, face significant challenges when governments make significant changes to funding arrangements, including by reducing funding. The parties accept that even where employees are full time or part time, a loss of funding for the project that they are working on is likely to lead to termination of employment. Further, the parties agree that employees who are funded to perform core activities suffer even greater uncertainty, due to the nature of funding for those activities.
- (b) Notwithstanding section 4.10.1 (a), where QCOSS loses funding for a project or projects, or decides that they no longer wish the job an employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult with the employees directly affected and, where relevant, their Union or Unions.
- (c) The consultation shall take place as soon as it is practicable after QCOSS has made a definite decision which will invoke clause 4.10.1, and shall cover *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (d) For the purpose of the consultation QCOSS shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union

or Unions, all relevant information about the proposed terminations including the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.4.2 Definitions

- (a) Business includes trade, process, business, or occupation and includes part of any such business.
- (b) Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- (c) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- (d) Week's pay means the ordinary time rate of pay for the employee concerned, provided that such rate shall exclude:
 - overtime;
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

4.4.3 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

The amounts must be worked out on the basis of:

- (a) the ordinary working hours to be worked by the employee; and
- (b) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties;
- (c) any other amounts payable under the employee's employment contract.

4.4.4 Severance pay

(a) Severance pay

A full time or part time employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of Continuous Service	Severance Pay (weeks' pay)*
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	12
More than 7 years but not more than 8 years	14
More than 8 years but not more than 9 years	16

More than 9 years but not more than 10 years	18
More than 10 years but not more than 11 years	20
More than 11 years but not more than 12 years	22
More than 12 years but not more than 13 years	24
More than 13 years	26

* Week's pay is defined in 4.10.2.

- (a) Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- (b) Continuity of service shall be calculated in the manner prescribed by clause 4.11.

4.4.5 *Employee leaving during notice period*

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in clause 4.8.2. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

4.4.6 *Alternative employment*

- (a) QCOSS may make application to the Commission to have the general severance pay prescription varied if QCOSS obtains acceptable alternative employment for an employee.
- (b) This provision does not apply in circumstances involving transmission of business as set out in clause 4.10.8.

4.4.7 *Job search entitlement*

- (a) During the period of notice of termination given by the employer in accordance with clause 4.8.2, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.4.8 *Transmission of business*

- (a) The provisions of clause 4.10 are not applicable where a business is before or after the date of this Agreement, transmitted from an employer (in clause 4.10.8 called the transmittor) to another employer (in clause 4.10.8 called the transmittee), in any of the following circumstances:
 - (i) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) Where the employee rejects an offer of employment with the transmittee:
 - In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - Which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.10.8(a)(ii) if it is satisfied that this provision would operate unfairly in a particular case.
- (c) Where a business is transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:

- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transferee.
- (d) In clause 4.10.8, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

4.4.9 *Employees exempted*

- (a) Clause 4.10 shall not apply to:
- (i) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
 - (ii) probationary employees;
 - (iii) apprentices;
 - (iv) trainees;
 - (v) employees engaged for a specific period of time or for a specified task or tasks in accordance with clause 4.5; or
 - (vi) casual employees.

4.4.10 The Commission may vary the severance pay prescription on the basis of QCROSS' incapacity to pay.

4.5 **Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67- 71 of the Act, as amended from time to time.

5. Hours of Work and approval of leave

5.1 Hours of Work – Certified Agreement Provisions

The following policy and procedures contain an excerpt from the QCOSS/QSU Certified Agreement 2009 relating to hours of work and a set of procedures for managing hours of work, gaining approval for and taking leave and other related matters. Further information on leave and other entitlements can be found in the QCOSS/QSU Certified Agreement 2009.

1. EXCERPT FROM THE QCOSS/ASU CERTIFIED AGREEMENT 2009

PART 6 – HOURS OF WORK

6.1 Hours of Work and Flex Time

General

6.1.1 QCOSS is committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours arrangement.

6.1.2 The working of flexible hours under this agreement shall be extended to a staff member working under a part time work arrangement.

6.1.3 Flexible working hours shall not apply to casual employees

Attendance at Work

6.1.4 Attendance --- A staff member's attendance outside the hours of a standard day (7.6 hours) but within the bandwidth shall be subject to the availability of work.

6.1.5 Bandwidth --- The Bandwidth is the spread of hours in which employees may work and be required to work on any day. The bandwidth shall be between the hours of 7a.m. and 7p.m Monday to Friday. However, employees shall not work more than ten hours in any one day without approval from their manager.

6.1.6 Coretime --- Core time is the time during which employees are expected to be at work, except where they are on approved flexleave or other leave. The coretime shall be between the hours of 10a.m. and 4 p.m, excluding the lunch break.

6.1.7 Lunch break --- Employees must take a lunch break where they work more than 5 hours in any one day. The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the staff member up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours. The lunch break shall be taken between 11:30am and 2:30pm. The lunch break may be taken at a different time by mutual agreement between the employee and the relevant manager.

6.1.8 Settlement period --- the settlement period shall be four weeks.

6.1.9 Contract hours --- The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period (ie 152 hours for full time staff).

Taking FLEX or carrying it over between settlement periods.

6.1.10 Flexleave --- Subject to operational requirements a full time staff member may take off a maximum of two full days or four half days in a settlement period of 4 weeks, and a part time staff member may take a pro rata amount. Where it appears a staff member may exceed a 10 hour credit strategies to reduce this credit may include the granting of additional full days, half days, or any combination of days and half days.

6.1.11 Hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may exceed an accumulated work time of 167.2 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period, may exceed 167.2 hours, the staff member must bring that fact to the attention of their supervisor, and the supervisor and staff member shall develop a strategy to ensure that the staff member has every opportunity to prevent forfeiture of any of the credit hours accumulated, or likely to be accumulated.

- 6.1.12 Flexible working hours credit ---- a staff member may carry a maximum of 15.2 hours credit into the next settlement period.
- 6.1.13 Flexible Working Hours Debit ---- The following provisions shall apply to the carry over of flexible working hours debits.
- (a) A debit of up to 7.6 hours at the end of a settlement period may be carried over into the next period;
 - (b) Where the debit exceeds 7.6 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation leave to offset the excess.
 - (c) Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation leave.
- 6.1.14 Cessation of duty (termination of employment) -- A staff member will not receive payment for a flex day accrued and remaining untaken on the last day of service, except where an application for flexleave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused.

Reversion to Standard Hours

- 6.1.15 Standard hours --- The Director may direct a staff member to work standard hours and not flexible hours where the Director decides that the working of flexible hours by a staff member or members does not suit the operational requirements of QCOSS.
- 6.1.16 The Director may also direct a staff member to work standard hours and not flexible hours as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme in this agreement.
- 6.1.17 Where the Director directs an employee to work Standard Hours, the provisions of the award relating to hours of work and overtime shall apply in lieu of the provisions of this agreement.

Morning and Afternoon Tea Breaks

- 6.1.18 Employees are entitled to a paid rest pause of 10 minutes duration in the employers time in the first and second half of the working day. Such rest pauses must be taken at such times as will not interfere with reasonable operational requirements.

6.2 Overtime/Time Off in Lieu (TOIL)

- 6.2.1 An employee shall be granted TOIL or paid overtime, at the election of QCOSS, where they work more than 10 hours in any one day or where the employee works outside of the bandwidth.
- 6.2.2 Overtime/TOIL shall be paid for or accrue at the rate of time and a half for the first 2 hours and double time thereafter.
- 6.2.3 If employees are required to work overtime commencing on Sunday they shall be paid at double time.
- 6.2.4 Employees required to work overtime on Saturday or Sunday shall be paid a minimum payment of 2 hours at such overtime rate.
- 6.2.5 Overtime shall only be worked with the prior approval of the employer.
- 6.2.6 When overtime is worked it shall, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours off duty between the work of successive shifts.
- 6.2.7 Except where expressly approved in writing by the Director, TOIL shall apply in lieu of overtime payments.

6.3 Fatigue breaks

- 6.3.1 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least 10 consecutive hours off duty shall be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 6.3.2 If on the instructions of QCOSS an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double

time until released from duty for such period. The employee shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

5.2 Completing timesheets and taking flex/leave

These procedures should be read together with the provisions above, and outline how employees and managers will manage their timesheets, leave applications and hours of work generally. These procedures only cover the process for working, taking leave and approval of leave, and do not outline the actual entitlements. Information about leave and other entitlements can be found in the QCOSS/ASU Certified Agreement.

Timesheets - General

Time sheets, which cover a four week period, must be completed by all full time, part time and fixed term staff who are entitled to access flexible working hours. This timesheet is attachment A to this Policy. Employees must submit their signed timesheets to their manager for approval on the Monday immediately following the end of the settlement period, or immediately on their return to work if they are absent on that day. Employees working from home may email copies of their timesheet to their manager, and managers should store a copy of that email.

Casual Employees must submit fortnightly timesheets to their manager for approval by 9am on the Monday before pay day. The casual timesheet is attachment B to this policy. Casual employees should record their commencement, departure and breaks in the spaces provided.

Salaried staff, such as the Director, do not complete timesheets.

Managers must submit all approved timesheets to the Finance Officer without delay following approval. If a Manager is absent and unable to approve timesheets, they may be approved by the Deputy Director or another manager.

Completing Timesheets (except Casual Employees)

There are a number of fields which must be completed on the Timesheet. This does not apply to casual employees.

- **Name** – the name of the relevant employee
- **Weekly Hours** – enter your ordinary weekly hours here. A full time employee would enter 38 hours
- **Number of flex credit/debit to be carried over** – enter the number of hours you are carrying over from the previous period. You can enter a maximum of 15.2 hours credit or - 7.6 hours debit.
- **Period From** – Enter the first date of the period (commencing Monday). If you are unsure of the dates of the period, check with the Finance Officer. The first settlement period commences 6 July 2009.
- **Arrival time** – you must enter your daily arrival time each day into the time sheet. You cannot enter a time earlier than 7am
- **Lunch time** – you must enter a lunch period of at least 30 minutes where you work more than 5.5 hours in any one day. If you do not enter a lunch hour the form will default a 30 minute lunch break.
- **Departure time** – you must enter the departure time each day into your time sheet. You cannot enter a time later than 7pm.
- **Adjustments** – where you take leave of any type (except flex leave), you must complete a Leave Application form in accordance with the procedures below, but also note it in your time sheet. An example of taking sick leave is included in the example time sheet. Where you take flex or leave without pay you should not enter in any hours on the day you take as flex, but note on the form that it was a flex day. An example is included in the timesheet attached.
- **Signatures** – you and your manager must physically sign the timesheet.

Taking Flex

Employees may take flex subject to the approval of their manager. Where an employee wishes to take a day or half day of flex, they should email their manager for approval. The flex taken should

be noted on their timesheet similarly to the example provided here (insert hyperlink). Employees may take a maximum of 2 full days or 4 half days, or combination of the two, in any one settlement period.

Working Overtime

Employees who commence work before 7am, depart work later than 7pm, work on a Saturday, Sunday or public holiday or work more than 10 hours in any one day are entitled to payment for overtime. Overtime is not usually paid, however employees who work overtime will be entitled to accrue Time Off In Lieu (TOIL).

Overtime is not recorded on the timesheet, and is recorded on an overtime approval form, which is attachment C to this policy.

Overtime must be approved in advance. Employees who work overtime should complete an overtime approval form and have it signed by their manager. Managers must submit all approved overtime approval forms to the Finance Officer without delay following approval. The TOIL will be credited in the pay period immediately after the overtime approval form is submitted to the Finance Officer.

Taking Leave/TOIL

Employees who want to take Recreation Leave, Leave Without Pay, Sick or Carers leave, Family and Community Responsibilities Leave, Time Off in Lieu, Study Leave, Parental Leave, Jury Service Leave, Bereavement Leave, Long Service Leave, Ceremonial Leave, or any other leave applicable in accordance with the QCOSS Certified Agreement 2009 or the award, must complete a Leave form, attachment D to this policy. Leave forms must be approved by the relevant manager and sent to the Finance Officer by 9am on the Monday before pay day.

It is extremely important that all leave taken is approved. Where an employee notes on their timesheet that they took leave on a particular day, and they have not submitted a leave form approved by their manager, the absence may be taken as an unpaid unauthorised absence.

Taking Long Service Leave

Employees may take Long Service Leave when they have been employed for greater than 10 years in accordance with the Certified Agreement and relevant legislation. Employees accrue 8.666 weeks of long service leave for every ten years of service on a fortnightly basis from the date they commence employment. Employees with greater than 7 years of service shall have their long service leave accrual paid out on termination.

The Director may approve the **taking** of accrued long service leave in cases where an employee has more than two years service but less than ten years of service, has exhausted all other forms of leave, and has been incapacitated with medical certificate for an illness or injury that has rendered them temporarily unfit for work.

Taking Jury Service Leave

The Queensland *Industrial Relations Act* 1999 provides that employees may be paid the difference between their ordinary pay and the allowance they receive for performing the jury duty from QCOSS. Employees who take Jury Service leave should complete a leave application indicating that the leave is Jury Service Leave, and liaise with payroll to ensure that they are paid the difference between their Jury Service Allowance and their ordinary pay for the period.

Taking Bereavement/Compassionate Leave

An employee may take up to three days paid bereavement or compassionate leave on the death, or serious illness or injury that threatens the life of a family member.

A family member, for the purposes of bereavement or compassionate leave, is a person with whom an employee is in a bona fide domestic relationship (e.g. spouse) a parent, child, brother, sister, grandparent, grandchild, aunt, uncle, cousin, niece, nephew or sibling of the employee. A family

member is also a family member of the employee's spouse, or a person who is a member of their household that does not fit into a category described above.

Reasonable notice and/or proof may be required.

Forfeiture of Flex – flex accrued in excess of 15.2 hours at the end of the period

Where an employee believes that that may have more than 15.2 hours flex accrued by the end of the settlement period, they should discuss that fact with their manager. Managers may approve additional flex days in excess of the two allowed per period to enable employees to avoid forfeiting flex hours.

Employees must not under any circumstances carry over more than 15.2 hours into a new settlement period.

Flex Debit

At the end of a four week settlement period, employees must not have more than 7.6 hours flex debit. Where the debit exceeds 7.6 hours, the excess will be debited as leave without pay, unless the staff member submits a leave application (which is then approved) for recreation or other leave. These applications should be submitted with the timesheet.

Changes to Ordinary Hours of Work

An employees' ordinary hours of work can change by agreement between the employee and the Director up to a maximum of 38 hours per week.

Managers should obtain the approval of the Director if a change to an employees ordinary hours of work is proposed. This approval should then be emailed to the Deputy Director and the Finance Officer prior to 9am on the Monday before pay day.

Temporary or permanent changes to an employees ordinary hours of work should be noted on their timesheet and their personnel file.

Audit of Timesheets

Timesheets will be checked by the Finance Officer and the Deputy Director at the end of the settlement period, and may be subject to a more detailed audit from time to time.

Filing of Timesheets, Leave Application Forms and Overtime Approval Forms

Timesheets, Leave Application Forms and Overtime Approval Forms for a relevant settlement period must be filed together by the Finance Officer.

5.3 Parental Leave - Principles

QCROSS is committed to providing appropriate leave that allows parents to properly care for their children following the birth or adoption of a child. This policy outlines the conditions under which QCROSS employees are eligible to access the Parental Leave. It includes the eligibility, entitlements and approval process for both the paid and unpaid schemes and collates the entitlements from the Federal Government's paid parental leave scheme, the QCROSS/QSU Certified Agreement entitlements and any other statutory entitlements that employees may have.

5.4 Parental Leave - Eligibility

Unpaid Parental Leave

Employees may access up to 12 month unpaid parental leave if:

- They enter into a foster parent arrangement and become the primary care giver for the foster child **or**
- They become the primary care giver for a child through birth or adoption **and**
- They have less than 12 months service, or have worked less than 10 out of the previous 13 months prior to the birth/adoption of that child

Paid/Unpaid Parental Leave – Federal Scheme

In lieu of the Unpaid Parental Leave provisions outlined above, employees may access up to 18 weeks paid parental leave, and a further 34 weeks of unpaid parental leave if:

- They become the primary care giver for a child through birth or adoption **and**
- They have more than 12 months service, and have worked more than 10 out of the previous 13 months prior to the birth/adoption of that child **and**
- They have worked 330 hours during the previous 10 months **and**
- They have an individual adjusted income of \$150,000 or less in the previous financial year **and**
- They will be QCOS employee for their Paid Parental Leave period

Paid Parental Leave – Certified Agreement Scheme

In lieu of the Paid/Unpaid Parental Leave provisions/scheme outlined above, employees may access up to 52 weeks paid parental leave if:

- They become the primary care giver for a child through birth or adoption **and**
- They have more than 2 years service at the time of the birth/adoption of that child **and**
- They have an individual adjusted income of \$150,000 or less in the previous financial year **and**
- They have worked 330 hours during the previous 10 months **and**
- They will be QCOS employee for their Paid Parental Leave period.

Non Primary Caregiver Leave

Employees may access up to two weeks of paid parental leave, at their usual rate of pay, if:

- Their partner becomes the primary care giver for a child through birth or adoption **and**
- They have more than 2 years service at the time of the birth/adoption of that child **and**

5.5 Parental Leave - Conditions

Rate of Pay

- Non Primary Caregiver Leave is paid at an employee's usual rate of pay.
- Paid Parental Leave is paid at the rate of the Federal Minimum Wage, regardless of an employee's usual rate of pay (\$570 per week as at April 2011)

Applying for Parental Leave

Employees should apply for leave by submitting a leave form. Employees accessing Paid Parental Leave must also apply through Centrelink and provide copies of the application to payroll at the same time. Instructions for making this claim can be found at www.centrelink.gov.au

Payment of Paid Parental Leave

- Paid Parental Leave will be processed in line with the usual fortnightly pay cycle
- Paid Parental Leave is taxable and will count as a taxable income in the financial year in which the payment is received. Employees will need to include the amount in any tax returns
- Paid Parental Leave is considered an extraordinary payment which does not attract employer superannuation contributions, however employees may elect to make contributions from their Paid Parental Leave into an eligible superannuation fund.
- Employees on Paid Parental Leave shall not accrue other forms of paid leave.

Other matters

Where the term of a fixed term employee's employment ends during a period of Paid Parental Leave, Paid Parental leave shall cease at that time, unless QCOSS and the employee agree to an extension of the term of their employment.

5.6 Returning to Work and Part Time Parental Leave

Returning to work full time

An employee may elect to return from Paid Parental leave before the conclusion of the 52 weeks to which they are entitled. If they do choose to return on a full time basis they will forgo their entitlement to any further paid Parental Leave

Returning to work part time

Employees may request to return to work on a part time basis following periods of paid and unpaid parental leave. Requests to return to work part time will not be unreasonably refused.

Where an employee returns from Paid Parental leave on a part time basis during the first 18 weeks of the leave they will forgo their entitlement to any further paid Parental leave.

Where an employee returns to work on a part time basis following the first 18 weeks of paid Parental Leave they shall be entitled to access Part time Paid Parental Leave provided that they are entitled to access the Certified Agreement Scheme

6. Salary and related entitlements

6.1 Wages, Allowances and Super

This Policy outlines how wages and allowances are set for employees. The policy contains excerpts from the provisions of the QCOSS/QSU Certified Agreement 2009 which are applicable.

Classification and Payment of Wages

Employees shall usually be classified in accordance with the classification structure prescribed in the Award, or as a Senior Manager.

Some employees may be paid a salary higher than that of a Senior Manager Incentive (for example the Director) and not classified in accordance with the Certified Agreement. Some of the terms of the Certified Agreement may be “cashed out” where the value of those entitlements is no greater than the salary paid in excess of that of a Senior Manager, for example, the Director is not entitled to flex time. The terms must be agreed with the relevant employee and outlined in their contract of employment.

On appointment an employee will normally commence at the first step of the incremental scale for their classification. If an employee’s skills and experience warrant it, the Director may appoint an employee at a higher point on the incremental scale for their classification.

Provided that an employee’s performance is rated as satisfactory by the Director, they shall be entitled to incremental advancement within their classification on the anniversary of their appointment to that classification.

Where an employee’s performance is determined by the Director to be “outstanding”, the Director may approve faster progression along the incremental scale within an employee’s classification, or access to “incentive” points on the incremental scale. “Incentive” points on the incremental scale are not available to employees through normal incremental progression and are awarded in recognition of outstanding employee performance. Access to the “incentive” points on the incremental scale will be in accordance with the Performance Development and Review Policy

All wages shall be paid fortnightly by electronic transfer from Tuesday 7th of July 2009, and every fortnight thereafter. The date for payment of wages shall not be changed without reasonable notice and consultation with affected employees. There may be a one day delay in the processing, so employees may see their pay on the Wednesday.

Wages for periods of leave of greater than two weeks may be paid in advance, with the approval of the Deputy Director.

The wage rates in the Certified Agreement apply as at 6 July 2009. Wages will be adjusted from the first pay period in July every year in accordance with the terms clause 5.3 of the QCOSS/ASU Certified Agreement 2009. The current rates of pay are outlined below.

Classification	January 2012	Hourly Rate	Casual Rate
1.1	\$38,938.37	\$19.64	\$24.55
1.2	\$40,529.70	\$20.45	\$25.56
1.3	\$42,135.50	\$21.26	\$26.57
1 incentive	\$43,321.00	\$21.85	\$27.32
 			
2.1	\$42,135.50	\$21.26	\$26.57
2.2	\$43,704.08	\$22.05	\$27.56
2.3	\$45,300.57	\$22.85	\$28.57
2.4	\$46,899.14	\$23.66	\$29.57
2 incentive	\$47,596.00	\$24.01	\$30.01
 			
3.1	\$46,899.14	\$23.66	\$29.57
3.2	\$49,043.65	\$24.74	\$30.93
3.3	\$50,086.96	\$25.27	\$31.58
3.4	\$51,679.32	\$26.07	\$32.59
3 incentive	\$53,113.00	\$26.79	\$33.49
 			
4.1	\$54,918.84	\$27.70	\$34.63
4.2	\$55,960.08	\$28.23	\$35.29
4.3	\$58,098.39	\$29.31	\$36.64
4.4	\$59,690.75	\$30.11	\$37.64
4 incentive	\$60,599.07	\$30.57	\$38.21
 			
5.1	\$62,877.54	\$31.72	\$39.65
5.2	\$64,467.83	\$32.52	\$40.65
5.3	\$66,053.99	\$33.32	\$41.65
5 incentive	\$67,128.00	\$33.86	\$42.33
 			
6.1	\$74,300.14	\$37.48	\$46.85
6.2	\$75,418.93	\$38.05	\$47.56
6.3	\$76,537.71	\$38.61	\$48.26
6 incentive	\$77,363.00	\$39.03	\$48.78
 			
7.1	\$79,993.34	\$40.35	\$50.44
7.2	\$81,696.34	\$41.21	\$51.52
7.3	\$83,398.30	\$42.07	\$52.59
7 incentive	\$84,340.28	\$42.55	\$53.18
 			
8.1	\$86,870.48	\$43.83	\$54.78
8.2	\$88,538.30	\$44.66	\$55.83
8.3	\$90,203.00	\$45.51	\$56.88
8 incentive	\$91,318.77	\$46.06	\$57.59
 			
Snr Manager	\$91,318.77	\$46.06	\$57.59
SM Incentive	\$93,414.00	\$47.12	\$58.90

Final Monies on Termination

Upon termination of employment, all wages due to an employee shall be paid on the pay day immediately following termination.

Superannuation contributions will not be paid on severance payments, but will be paid on unused annual and long service leave paid out on termination.

Employees with an outstanding debt as a result of a salary sacrifice arrangement must clear that debt in accordance with the Salary Sacrifice Policy and the terms of their Salary Sacrifice Agreement

Superannuation

QCOSS will contribute on behalf of each employee to a superannuation fund nominated by the employee at a rate of 10% of the employee's ordinary time earnings, or 1% higher than the rate of the Superannuation Guarantee, whichever is higher. Each employee who commences employment will be provided with a Standard Choice Form.

For the purposes of this clause, ordinary time earnings do not include payment for overtime, or other extraordinary payment, remuneration or allowance.

Where an employee does not choose a superannuation fund, the default fund shall be HESTA Industry Superannuation.

Employees may enter into a salary sacrifice arrangement for superannuation in accordance with the terms of the Salary Sacrifice Policy

Overtime Meal Allowance

Employees shall receive a meal allowance of \$10.33 in the following circumstances:

- (a) Where the employee works overtime in excess of 2 hours on any of the days upon which ordinary hours are worked; or
- (b) Where the employee works 5 hours or more on a day which is not an ordinary working day.
- (c) A meal allowance will not be paid if QCOSS provides a reasonable meal.

First Aid/OHS Officer

Where an employee is appointed as a workplace first aid officer or an occupational health and safety officer, the employee shall be paid an allowance of \$18.80 per fortnight.

Working from Home Allowance

Arrangements for working from home are detailed at section 3.8 of this manual. Where a working from home arrangement is initiated by QCOSS, QCOSS will provide a Working from Home Allowance of \$20 per day actually worked to meet an employee's reasonable costs of rent, interest, repairs, utilities, internet, cleaning and telephony (excluding mobile telephone), and other appropriate expenses, in accordance with the following conditions:

- (a) For the purpose of this policy, a day refers to a calendar day where work was performed for at least 2 hours. No allowance is payable on days where an employee works less than 2 hours.
- (b) Working from home allowance is not payable during periods of paid or unpaid leave, TOIL or flex.
- (c) QCOSS may negotiate a monthly rate of working from home allowance with an employee which is different from the standard \$20 per day rate to take account of the specific circumstances of that employee. The amount and conditions of this allowance shall be approved by the Director, agreed in writing and placed on the employee's file.
- (d) Where QCOSS initiates a working from home arrangement, the relevant manager is responsible for noting relevant notes on the employee's file.

- (e) Reimbursement forms for Working from Home Allowance are to be submitted to the relevant manager for approval at the same time as an employee submits their timesheet for approval.

Travel Allowance

Travelling expenses for employees will be met according to the conditions outlined in the QCOSS/QSU Certified Agreement 2009. The provisions outlined in the principles below are obtained from that document.

Where an employee is required to stay away from home overnight, QCOSS will meet the cost of the employee's accommodation, where QCOSS chooses the accommodation. Employees may of course make suggestions or recommendations as to their preferred accommodation, but the final decision shall be up to QCOSS.

Where an employee stays in accommodation of their own choosing (for example with friends or family), they shall be entitled to payment of \$50 per night in addition to meals and incidentals allowances.

Where an employees is required to stay away from home overnight, they shall be entitled to receive the same rate of meals and incidentals allowances that Queensland Public Service employees receive, for meals and incidentals expenses actually incurred. No allowance will be payable where QCOSS provides a meal for the employee.

QCOSS Advisory Amounts Per Overnight Stay (from September 2011)

City	Breakfast	Lunch	Dinner	Incidental Expenses
Adelaide	23.65	26.55	45.60	17.30
Brisbane	23.65	26.55	45.60	17.30
Canberra	23.65	26.55	45.60	17.30
Darwin	23.65	26.55	45.60	17.30
Hobart	23.65	26.55	45.60	17.30
Melbourne	23.65	26.55	45.60	17.30
Perth	23.65	26.55	45.60	17.30
Sydney	23.65	26.55	45.60	17.30

Centre	Breakfast	Lunch	Dinner	Incidental Expenses
Cairns	23.65	26.55	45.60	17.30
Dalby	23.65	26.55	45.60	17.30
Gladstone	23.65	26.55	45.60	17.30
Gold Coast	23.65	26.55	45.60	17.30
Horn Island	23.65	26.55	45.60	17.30
Mackay	23.65	26.55	45.60	17.30
Mount Isa	23.65	26.55	45.60	17.30
Thursday Island	23.65	26.55	45.60	17.30
Townsville	23.65	26.55	45.60	17.30
Weipa	23.65	26.55	45.60	17.30

Other Country Areas	21.15	24.20	41.65	17.30
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	Breakfast	Lunch	Dinner	Special Allowance
When travelling overnight by plane or train	21.15	24.20	41.65	17.30

Please Note Details as per Public Service

- *Meal allowances should only be claimed when that meal would have normally been taken whilst travelling. No claim may be made when meals are provided.*
- *Incidental Expenses are claimable for per overnight stay only.*

6.2 Motor Vehicle Expenses

Where an employee agrees to use their own vehicle on QCOSS business, the employee is entitled to receive a vehicle allowance at the following rates (unless another rate is outlined in their contract of employment):

- (a) Under 6 cylinder = .619 cents per kilometre
- (a) 6 cylinder and over = .735 cents per kilometre

An employee required to travel by other means in connection with their work shall be reimbursed all reasonable travelling expenses so incurred with reasonable proof of such expenses to be provided by the employee to QCOSS.

Where an employee is called out to return to duty after finishing work at night or at other times than their planned working hours, they shall be reimbursed their fares including taxi fares or, if using their own vehicles to travel between home and work, they shall receive travelling allowances, subject to returning home prior to commencing work.

Where an employee agrees to use their own vehicle on QCOSS business and such employee is likely to exceed 5000 kilometres per annum; QCOSS and the employee may agree, in writing (for example in their contract of employment), on an amount of compensation which will be paid in lieu of the mileage allowances rates outlined above.

All claims for expenses will be processed via an employee's fortnightly pay once the claim has been signed off by the supervisor. Expenses can be claimed in advance or retrospectively on the appropriate claim form available from the Finance Officer (or below). This claim form will also have the current schedule of rates payable on the reverse side of this form. Where an actual cost is being claimed ie: petrol, a receipt should accompany the claim.

Mileage allowance must be claimed on the specific 'Mileage Claim Form' also available from the Finance Officer (or below).

Travel and accommodation should be authorised by a purchase order request form (for accommodation) or travel reimbursement form (for meals and incidentals) signed by the relevant manager prior to booking. Bookings can be made directly to the relevant accommodation provider. QCOSS is entitled to government rates, and employees booking accommodation should request them where appropriate.

Flights must be authorised by the relevant manager prior to booking. Flights can be booked by calling Corporate Traveller on 3032 9190, and asking for the QCOSS representative.

6.3 Salary Sacrifice

This policy outlines the principles and procedures that apply to employees who wish to sacrifice some of their salary for employer provided benefits such as mobile phones, laptop computer, superannuation and cars.

Salary sacrificing is a process that allows an employee to swap salary for employer provided benefits. These benefits are either tax-free or concessional tax. Salary Sacrificing (or packaging) means salary packaging/deductions for benefits from a staff member's pre-tax salary.

QCOSS is not a PBI, and does not receive the full benefit of the Fringe Benefits tax concessions, but can offer salary sacrificing of some benefits to employees. Salary Sacrificing is permitted by the agreement of the Director, in accordance with the QCOSS/QSU Certified Agreement 2009. Salary sacrificing is optional and voluntary.

Staff members may salary sacrifice up to 99% of gross salary for certain approved items. A staff member may elect in writing to QCOSS to have their gross salary reduced by the total value of approved items.

Staff wishing to salary package any item should read and consider the general procedures (below) and the specific conditions for the item being packaged before doing so. They should also seek advice before entering into any salary sacrificing arrangement.

A staff member may terminate or change their salary sacrificing arrangements as determined by QCOSS. If legislative or other changes result in increased cost to QCOSS arising from the arrangements provided under this policy, QCOSS may discontinue these arrangements, unless the staff member agrees to pay the additional costs.

It is important that staff members seek financial advice (at their own expense) from an independent financial adviser, tax consultant or accountant BEFORE considering any salary sacrificing options and entering into any salary sacrificing arrangement. Salary sacrificing is available to all staff members whose employment is expected to continue for at least 6 months from the date of the commencement of the arrangement, and is subject to the employee and QCOSS agreeing on the terms of the salary sacrifice arrangement.

Notwithstanding the salary rates for various classifications, a staff member will be able to enter into salary sacrificing arrangements which may result in their net pay being reduced. The pre-sacrificed salary rates shall be used as the basis for calculating the following:

- termination payments, including super, annual leave and long service leave;
- redundancy benefits;
- overtime payments;
- loadings and allowances, which are calculated as a percentage of salary.

In accordance with the Australian Tax Office rules, salary sacrificing arrangements must operate prospectively. No earnings may be sacrificed retrospectively. That is, there must be an arrangement to salary sacrifice before becoming entitled to be paid. Normally, the salary sacrificing arrangement would be entered into before the work is performed. To salary sacrifice future lump sum payments staff need to sign an authority to do so before being entitled to the money.

All options are conditional upon the institution to which the pre-tax amount is paid accepting electronic transfer of funds or cheque payments. Individual staff members are responsible for any administrative costs and charges (i.e. tax and admin), which may be levied by the institution to which a pre-tax amount is paid. Salary sacrificing arrangements shall be maintained during periods of paid leave, therefore the staff member shall retain the reduced salary.

Salary sacrificing arrangements may continue during periods of leave at reduced pay (eg maternity leave at half pay) subject to sufficient funds being available. If not, then the staff member would have to suspend or reduce the salary sacrificing arrangement in order to take leave at reduced pay. Salary sacrificing arrangements are suspended during periods of LWOP.

QCOSS will be entitled to recover from the staff member any payment of salary and benefits paid in advance to which the staff member is not entitled, and will be entitled to recover from a staff member whose employment is terminated (either by resignation or any other termination) any outstanding monies owed in a salary sacrificing arrangement, by deduction from their final monies. If this deduction does not clear any debt, the staff member will be invoiced for the outstanding balance.

QCOSS notes that the law and circumstances may change, and accepts no responsibility for any loss or disadvantage suffered by the staff member as a result of any salary sacrificing arrangement. If legislative or other changes result in increased cost to QCOSS arising from any salary sacrificing arrangements, QCOSS may discontinue the arrangements.

Once salary sacrificing has commenced, the amount deducted from pre-tax salary will be shown as a pre tax deduction on the staff member's pay advice. As salary sacrificing arrangements reduce an employees' taxable income, the gross salary shown on the payment summary will reflect the lower taxable salary.

QCOSS will not charge a fee to cover administrative costs for each salary sacrifice transaction, however external providers (eg Selectus) engaged to manage the process on some items may charge a fee.

What can be salary packaged?

Benefit	Benefit administered by	Process	Application Form
Cars - novated motor vehicle lease	Selectus	Please contact Selectus directly www.selectus.com.au	Please contact Selectus directly
Laptop computer - where it is intended to be used predominantly for work purposes	QCOSS Payroll	<ul style="list-style-type: none"> • Choose the laptop you wish to purchase • Enter into Salary Sacrifice Agreement with QCOSS (please see payroll) • Laptop will be purchased by IT Dept • Cost of the laptop will be deducted from pre tax dollars on a fortnightly basis over the period of the agreement 	below
Mobile Phones - where it is intended to be used predominantly for work purposes	QCOSS Payroll	<ul style="list-style-type: none"> • Enter into a Salary Sacrifice Agreement with QCOSS for your mobile phone contract • Submit your monthly bills to QCOSS for payment (do not pay them yourself) • Cost of the monthly bill will be deducted from your pay fortnightly 	below
Superannuation -	QCOSS	<ul style="list-style-type: none"> • Seek financial advice on how much more you wish to contribute to super • Enter into salary sacrifice agreement with QCOSS (please see payroll) • Deductions will be made from your salary on a fortnightly basis 	below
Other items	QCOSS/Selectus	QCOSS will consider other items on a case by case basis.	below

AGREEMENT AROUND SALARY SACRIFICE OF LAPTOP COMPUTERS FOR WORK PURPOSES

Salary sacrifice of the purchase of a laptop computer (where the use of that computer is predominantly work related) is currently available through the Queensland Council of Social Service Inc upon the employee and QCOSS entering into an agreement.

QCOSS will make available to the employee a salary sacrifice facility for the purchase of a laptop computer (where the use of that computer is predominantly work related) upon receipt of this signed agreement.

QCOSS agrees to:

1. Pay for the purchase of a laptop computer
2. Organise the purchase of the laptop computer, once it is selected by the employee
3. Deduct 1/26 of the cost of the laptop computer from the employee's pre tax salary every fortnight for 26 fortnights
4. Deduct the balance of the monies owing to QCOSS from this arrangement on termination, either from final monies (unused annual leave etc) or if final monies are insufficient to clear the debt, by invoicing the employee for the balance

The employee agrees to:

1. Select the laptop computer that they wish to purchase, and notify the IT staff (information can be obtained from the IT staff on this facility)
2. Pay at least 1/26 of the cost of the laptop each fortnight (by direct deduction from salary) until the arrangement is finalised by payment of the entire cost of the laptop
3. Pay the balance of the monies owing to QCOSS from this arrangement on termination, either from final monies (unused annual leave etc) or if final monies are insufficient to clear the debt, by cheque, cash, money order or EFT within 14 days of termination

Either party may cancel this agreement with two weeks notice. Cancellation of the agreement will result in the balance of monies owed becoming due 14 days after cancellation.

I agree to enter into a salary sacrifice arrangement with Queensland Council of Social Service Inc.

.....
NAME OF EMPLOYEE

.....
EMPLOYEE (SIGN)

.....
DIRECTOR (SIGN)

.....
WITNESS (SIGN)

.....
DATE

**AGREEMENT AROUND SALARY SACRIFICE OF MOBILE TELEPHONE FOR WORK
PURPOSES**

Salary sacrifice of mobile telephone expenses (where the use of the mobile telephone is predominantly work related) is currently available through the Queensland Council of Social Service Inc upon the employee and QCOSS entering into an agreement.

QCOSS will make available to the employee a salary sacrifice facility for mobile telephone expenses (where the use of the mobile telephone is predominantly work related) upon receipt of this signed agreement.

QCOSS agrees to:

1. Pay for the purchase of the mobile phone handset (if requested)
2. Pay the monthly telephone bill, including the cost of any calls, any monthly access charge, and charges for data or any other charge outlined on the monthly telephone bill (upon receipt of the bill from the employee)
3. Deduct the cost of the bill from the employee's pre tax salary over two pay periods

The employee agrees to:

1. Submit unpaid telephone bills on a monthly basis no later than 9am on the Monday immediately before pay day, **with a photocopy of this signed agreement attached to each and every bill submitted**

Either party may cancel this agreement with two weeks notice.

I agree to enter into a salary sacrifice arrangement with Queensland Council of Social Service Inc.

.....
NAME OF EMPLOYEE

.....
EMPLOYEE (SIGN)

.....
DIRECTOR (SIGN)

.....
WITNESS (SIGN)

.....
DATE

AGREEMENT AROUND SALARY SACRIFICE FOR SUPERANNUATION PURPOSES

Salary sacrifice for superannuation purposes is currently available through the Queensland Council of Social Service Inc upon the employee and QCOSS entering into an agreement.

QCOSS will make available to the employee salary sacrifice for superannuation purposes upon receipt of the form "Request for Salary sacrifice for superannuation_310306" and this signed agreement. The form and agreement will need to be received by the Monday before payday in order for it to be actioned on that payday.

Before entering into an arrangement of salary sacrifice for superannuation purposes the employee should seek qualified financial advice to determine the impact on their personal situation. QCOSS Staff are not able to provide the employee professional financial investment advice. Additional sources of information may be found on the Australian Taxation Office website if you key the search item "salary sacrifice".

Please note that the salary sacrifice contributions are paid as employer contributions to the complying superannuation fund. This does not mean, however that QCOSS Inc will seek to reduce its superannuation guarantee requirements, and QCOSS Inc will continue to pay an employer superannuation contribution at 10% of employee salaries according to the QCOSS Certified Agreement 2006.

The salary sacrifice arrangement that you enter into can be renegotiated at any time.

I agree to enter into a salary sacrifice arrangement with Queensland Council of Social Service Inc.

.....
NAME OF EMPLOYEE

.....
EMPLOYEE (SIGN)

.....
DIRECTOR (SIGN)

.....
WITNESS (SIGN)

.....
DATE



queensland council of social service inc
WORKING FOR A FAIR QUEENSLAND

REQUEST FOR SALARY SACRIFICE FOR SUPERANNUATION PURPOSES

Name:	
Project:	
Normal Position:	
Superannuation pre tax deduction	
Effective from:	

SIGNATURE:

DATE:

ACTIONED:

6.4 Employee Income Protection Insurance

Employee Income Protection Insurance (EIPI) is an important protection for employees against loss of income arising from illness or injury where workers compensation does not apply (ie for non-work caused illnesses or injury). QCOSS will subsidise the cost of EIPI for its employees, subject to conditions and criteria.

QCOSS will subsidise the purchase of Employee Income Protection Insurance (EIPI) for full time employees; part time employees; and fixed term employees in the terms outlined in this policy. QCOSS will subsidise EIPI for casual employees with greater than 12 months service in the terms outlined in this policy.

EIPI is insurance which provides employees with a weekly, fortnight or monthly income during periods when they are not able to work due to illness or injury. QCOSS will not subsidise lump sum death or total and permanent disablement insurance.

QCOSS will provide a subsidy for the purchase of EIPI into an eligible superannuation fund account or bank account, for the cost of premiums that provide:

- Cover that provides benefits of no more than 85% of salary, to a maximum of 10 units
- Cover to age 60, with benefits limited to two years in the case of employees aged 58 or younger
- Cover to age 65, with benefits limited to two years in the case of employees aged 59 or older
- Cover that provides a waiting period before benefits are received of 90 days

QCOSS will provide a 100% subsidy for the EIPI plan outlined above where it is provided by HESTA Superannuation. Where an employee chooses a plan with an alternative provider, or chooses a plan with HESTA that is more generous, QCOSS will make a maximum contribution to the premiums which is equivalent to the entitlement outlined above.

To receive a subsidy towards EIPI premiums, employees must submit the EIPI Subsidy Form, with evidence that they have taken out EIPI in the terms outlined above. QCOSS will make payments either to the employee's superannuation fund or directly to their bank account (depending on the insurance arrangements) in the terms outlined above on a monthly basis.

Employees must complete a new EIPI Subsidy Form, together with evidence of ongoing coverage, every financial year in July to enable the reimbursement payments to continue.

QCOSS will not provide the subsidy during periods of Leave Without Pay.

Employee Income Protection Insurance Subsidy

Please note: Figures should be checked with HESTA when using this form.

- (a) Employee Name: _____
- (b) Certified Agreement Classification _____
- (c) Hourly rate of pay _____
- (d) Contract hours per week _____
- (e) Annual Salary {"c" x "d" x 52} _____
- (f) Monthly Salary (annual salary divided by 12) _____
- (g) 85% of Monthly Salary (cover limited to 85% of salary) _____
- (h) "g" divided by 425¹ _____ (units of cover – may not exceed 10)
- (i) For employees aged 58 or younger - "h" x \$0.25² _____
- (j) For employees aged 59 or above – "h" x \$0.36³ _____
- (k) "i" or "j" x 4.33333 _____ = MONTHLY MAXIMUM PREMIUM**
- (l) Employee age _____
- (m) Name of complying superannuation fund (if applicable) _____
- (n) Monthly cost of premiums (must not exceed "k") _____
- (o) Fortnightly payment into account ("n" x 0.46) _____
- (p) Evidence that you have taken out this insurance is attached YES / NO
- (q) Superannuation policy or direct into bank account? _____

I confirm that I have taken out the Income Protection Insurance outlined in the evidence attached to this form. I confirm that I will maintain this insurance, and if I cease it, notify QCOSS so that the subsidy can cease. I confirm I am liable to repay any overpayment of subsidy where I fail to notify QCOSS that I have ceased coverage.

EMPLOYEE SIGNATURE _____

DEPUTY DIRECTOR SIGNATURE _____

DATE _____

¹ This figure may change where HESTA updates the rate for determining units of cover

² This figure may change where HESTA updates the cost of premiums

³ This figure may change where HESTA updates the cost of premiums

6.5 Corporate Health Insurance

QCOSS has arranged with MBF to provide corporate health insurance at discounted rates to all QCOSS employees.

QCOSS has agreed to a 3 year partnership with MBF commencing August 2009 to offer health insurance to QCOSS employees at discounted rates

QCOSS has agreed to:

- (a) Promote MBF as the preferred provider of private health insurance within the organisation.
- (b) Pro-actively promote health & wellbeing within the organisation.
- (c) Allow MBF access to present Private Health Insurance (PHI) inductions to employees within the organisation. This can be achieved via face-to-face, member education sessions or hard copy collateral (brochures, flyers, posters).
- (d) Distribute collateral to employees in regards to regular updates on health issues, special offers & current campaigns.
- (e) Provide new employees information on MBF PHI.
- (f) that MBF will be the sole provider of Corporate health insurance to employees for a 3 year period

MBF has agreed to provide services to QCOSS and QCOSS employees in accordance with the terms of the agreement which are attached to this policy. The Deputy Director shall be the authorised representative of QCOSS for the purposes of this policy and the agreement.

At the end of the Initial Term the agreement between MBF and QCOSS shall continue for consecutive terms of one year unless earlier terminated by either party by a 60 day notice in writing

New employees will be provided details of the MBF corporate health plan in their induction. Existing employees that wish to take out corporate health insurance can contact the dedicated corporate health insurance line on 1300 653 525 between the hours of 8am to 7pm (AEST), Monday to Friday. New brochures, flyers and posters can be obtained from the MBF account manager on 1300 653 525.

Attachment - Terms of Business Schedule

This Schedule, Terms of Business & the attached proposal constitute the whole agreement between the parties in connection with the clients MBF Corporate Health Plan.

1. Organisation Details

Business Name: Queensland Council of Social Service Inc (QCROSS)

ABN: 11 781 477 447

Address: 20 Pigeon Close West End QLD 4101

Authorised Representative: John Mikelsons

Title: Deputy Director

Number of Employees: 40 employees

2. MBF Corporate Health cover options and Excess levels

Health cover options	Excess per person* Please tick		
	Nil	\$250	\$500
MBF HealthLink Advantage	✓	✓	✓
MBF HealthLink Classic	✓	✓	✓
MBF HealthLink Essentials Plus	✓	✓	✓
MBF HealthLink Hospital	✓	✓	✓
MBF HealthSmart		✓	✓
MBF Budget Hospital		✓	✓
MBF Young Cover	✓		
MBF Premium Extras	✓		
Dependant Extension			
Corporate Overseas Visitors Cover			

It may be necessary for MBF to withdraw a level of cover from the above options during the term of the Agreement. MBF will give the Organisation reasonable advance notice of such a change.

3. MBF Services – The Proposal

MBF will provide to the Organisation Services in line with the details specified in the Proposal attached as Annexure A to these Terms of Business. The Proposal will specify any special offers applicable to the Organisation or its employees who become Members. *MBF will waive, as applicable, the respective two & six month waiting period for new employees who join the Organisation Corporate Health Plan with hospital & extras cover as a new MBF customer within the first two months of joining the company. This offer however is subject to all other MBF waiting periods such as the 12 month waiting period for services for major dental, treatment for pre-existing conditions, pregnancy and other birth related services. [Excludes MBF Corporate Overseas Visitor's cover, MBF Overseas Visitor's Cover and MBF Emergency Ambulance Cover. [Because conditions and limits apply, we recommend you read the MBF product brochure with the MBF Healthcare Cover Guidelines before joining.]*

4. Payment Method

Autopay - is available as payment method for all premiums. A member will be required to provide a direct debit authority or credit card details for payment.

5. **MBF agrees to offer:**

- **Corporate HealthLink Product Suite** – A suite of health insurance products tailored for the corporate market. Your employees will have access to a flexible range of cover options to suit their varying life-stages and budgets.
- **Regular Updates On Corporate Specials & Campaigns** – Special offers & benefits to help you promote your corporate health plan.
- **Dedicated Account Manager** – Dedicated corporate account manager to look after your account.
- **Dedicated Support Number** – Exclusive corporate customer service hotline. Members can call 1300 653 525 between the hours of 8am to 7pm (AEST), Monday to Friday.
- **In2life Online** - Visit mbf.com.au/in2life. In2life online is a personalised program that lets customers understand and improve their overall health with access to up to date health & wellbeing information.
- **Health Risk Assessments & Health Articles** – The Health Risk Assessment, as part of in2life, has been designed to help MBF customers understand their health status. The Health Risk Assessment measures important factors that could affect health as well as improve awareness of future risks. More importantly, it will assist in identifying opportunities for any healthy lifestyle change – it even provides a ‘real health age’.
- **Employer Reporting** – Quarterly reports to the business which show member demographics, membership life stages, new members, members by month, claims breakdown, excess summary, Top 10 ancillary claims types
- **Company Branded Corporate Website** – A tailored website where your employees can view the latest campaigns & access to health articles & Health Risk Assessments.

6. **Queensland Council of Social Service Inc agrees to:**

- **Promote MBF** as the preferred provider of private health insurance within the organisation.
- **Pro-actively** promote health & wellbeing within the organisation.
- **Allow MBF** access to present Private Health Insurance (PHI) inductions to employees within the organisation. This can be achieved via face-to-face, member education sessions or hard copy collateral (brochures, flyers, posters).
- **Distribute collateral** to employees in regards to regular updates on health issues, special offers & current campaigns.

Provide new employees information on MBF PHI.

7. **Plan start date and initial term: [1/08/2009, 3 years]**

TERMS & CONDITIONS

7.1 Membership

7.1.1 Eligibility to Join MBF Corporate Health Plan

The rates and conditions in this Proposal are available only to employees and members (?) of the Organisation.

When an employee who is an MBF member leaves the organisation’s employment, the organisation agrees to notify MBF as soon as practical.

All members of MBF are bound by the MBF By-laws, which contain the rights and conditions of membership. All members are encouraged to read the MBF By-laws, a copy of which can be viewed at any MBF Member Centre or at www.mbf.com.au. If there is any inconsistency between this Agreement and the By-laws, the By-laws override the Agreement.

7.1.2 Rate and Benefit Changes

Membership fees and benefits offered by MBF may change during the term of the Agreement. MBF will notify Members in writing prior to any changes taking effect.

7.1.3 Opportunity to Promote MBF

The Organisation agrees to provide MBF with reasonable access to enable MBF to communicate with Organisation's employees and promote the Plan to them. The Organisation agrees to cooperate with and where possible, to assist MBF in their efforts to increase membership numbers within the Organisation.

7.2. Membership premiums

Membership premiums must be paid in advance. Members will not be entitled to make a claim for any services provided after the date to which their membership has been paid. If, for any reason, payments fall behind by two months and one day, membership ceases. Members who re-join after two months have lapsed will have to serve the normal waiting periods.

7.3. General Conditions

7.3.1 Confidentiality and Security

The terms of the Proposal and the Agreement are confidential. Organisation agrees not to release this information or any information supplied by MBF to the Organisation in connection with the Agreement to any third party, without MBF's express written consent.

The Organisation must keep any passwords provided by MBF for access to MBF Internet services for administrative officers of you Organisation confidential and to notify MBF as soon as possible if the confidentiality of these passwords is compromised.

7.3.2 Privacy

The parties agree to comply with the National Privacy Principles as set out in the Privacy Act 1988 in respect of all personal information provided by a party to the other party and to provide all reasonable assistance to the other party to comply with those principles.

The Organisation acknowledges that MBF is entitled to use Member information including but not limited to Members' level of cover and payment amount for the purpose of administering the Plan.

7.3.3 Amendments

MBF may change these Terms of Business and implement administrative changes to the Plan if there are changes to relevant legislation or regulation, or if a third party involved in the provision of these services (such as a bureau) makes amendments that affect the rights of one of the parties under this agreement. MBF will provide a notice in writing in respect of any such change.

7.3.4 Term and Termination

This Agreement shall commence on the start date specified in the Schedule and shall continue for the Initial Term. At the end of the Initial Term the agreement shall continue for consecutive terms of one year unless earlier terminative by either party by a 60 day notice in writing.