

Department of Education Certified Agreement 2025

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PART 1 PRELIMINARY

1.1 Title

This Agreement will be known as the *Department of Education Certified Agreement 2025*.

1.2 Application

This Agreement will apply to:

- (a) the State of Queensland;
- (b) Together Queensland, Industrial Union of Employees;
- (c) subject to clause 1.2(e), employees employed by the State of Queensland, employed in the Department of Education to whom the following Awards apply:
 - (i) *Queensland Public Service Officers and Other Employees Award- State 2015*;
 - (ii) *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*; and
 - (iii) *Teaching in State Education Award – State 2016* (only insofar as Community Education Counsellors are concerned).
- (d) Subject to clause 1.2(e), employees employed by the State of Queensland in the Office of Industrial Relations, to the extent set out in Appendix 9, unless and until they become covered by the successor instrument to the *State Government Entities Certified Agreement 2023* and that instrument applies to them, to whom the following award applies:
 - (i) *Queensland Public Service Officers and Other Employees Award – State 2015*.
- (e) This Agreement will not apply to employees employed in the occupations of Teachers, Nurses, Teacher Aides and Cleaners or those employees covered by the *State Government Entities Certified Agreement 2023* (or any successor instrument to the *State Government Entities Certified Agreement 2023*).

1.3 Date and Period of Operation

- (a) This Agreement shall operate from certification date and remain in force until 31 August 2028 (nominal expiry date).
- (b) For the purpose of section 228(3)(a) of the *Industrial Relations Act 2016*, this Agreement shall be terminated upon the certification of a replacement agreement or the making of a replacement arbitration determination in relation to the employees covered by this Agreement, unless otherwise agreed by the parties.
- (c) Insofar as this Agreement applies to employees in the Office of Industrial Relations, if agreement is reached for the relevant employees to have coverage and application under the successor instrument to the *State Government Entities Certified Agreement 2023*, the nominal expiry date for those employees is taken to be 30 June 2026. In the absence of such agreement between the parties the nominal expiry date in clause 1.3(a) will prevail.

1.4 Access to the Agreement

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

1.5 Relationship to Awards and Industrial Agreements

- (a) This Agreement is to be read in conjunction with the following Awards as amended or replaced from time to time and industrial instruments covering employees bound by this Agreement:
 - (i) *Queensland Public Service Officers and Other Employees Award – State 2015*;
 - (ii) *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*; and
 - (iii) *Teaching in State Education Award – State 2016* (only insofar as it applies to Community Education Counsellors).
- (b) The provisions of these Awards and industrial instruments, as amended from time to time shall apply, provided that any amendment which would result in a diminution of an employees' entitlements and/or condition that existed at the commencement of this Agreement shall not apply.
- (c) In the event of any inconsistency with these Awards and industrial instruments, the terms of this Agreement will take precedence.

1.6 Negotiations for a replacement Agreement

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

1.7 Objectives of this Agreement

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

1.8 Commitments of this Agreement

Recommendations made by the Review of State School Resourcing Arrangements, referred to in clause 1.8(a) of the *Department of Education Certified Agreement 2022*, are to be reported to the Agency Consultative Committee upon the recommendations being made and following approval of Executive Government.

1.9 No Further Claims

- (a) This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.
- (b) Subject to clause 1.9(c) herein, this Agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- (c) The following changes may be made to employees' rights and entitlements during the life of this Agreement:
 - (i) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
 - (ii) Any improvements in conditions that are determined on a whole-of-government basis; and
 - (iii) Reclassifications.
- (d) Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in Awards, certified agreements, Queensland Industrial Relations Commission

orders, determinations or directives made under the *Public Sector Act 2022* effective at the date this Agreement operates from shall not be reduced for the life of this Agreement.

- (e) Any increases in monetary amounts or other entitlements as a result of Queensland Industrial Relations Commission decisions, government policy, or directives made under the *Public Sector Act 2022* will be applied.
- (f) It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant parent award.
- (g) Nothing under this clause shall preclude the parties from reaching agreement in relation to a transition of employees in the Office of Industrial Relations to the successor instrument to the *State Government Entities Certified Agreement 2023* pursuant to clause 3 in Appendix 9 of this Agreement.

1.10 Definitions and Abbreviations

- (a) **ACC** means the Agency Consultative Committee.
- (b) **Australian Qualifications Framework (AQF)** means the national system of recognition for the issue of vocational qualifications. The AQF is set out in Appendix 3.
- (c) **Commission** means the Queensland Industrial Relations Commission (QIRC).
- (d) **ECC** means Education Consultative Committee.
- (e) **Employer** means the Director-General of the Department of Education (Department) or the delegate of the Director-General in relation to employees of the Department of Education.
- (f) **LCC** means Local Consultative Committee in Part 2 and Part 20.
- (g) **PSTP** means Public Sector Training Package.
- (h) The **Union** means 'Together Queensland, Industrial Union of Employees' or 'TQ'.

PART 2 CONSULTATION

2.1 Statement of Intent Regarding Consultation

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

2.2 Consultative Committees

- (a) The parties agree that employees should be consulted about decisions which may affect their employment or welfare, and that meaningful consultation with affected employees leads to improved organisational outcomes. The parties agree that consultation committees and forums should include equitable local and regional TQ delegate representation.
- (b) In recognition of clause 2.2(a), the employer will have a joint union/employer ACC. The ACC will be used to facilitate consultation on a broad range of issues. Local arrangements about workplace consultation and appropriate attendees at the ACC should occur by agreement. The issues for workplace consultation may include but are not limited to discussion of matters arising from this Agreement such as:
 - (i) Workload Management (Part 12);
 - (ii) Organisational Change and Restructuring (clause 7.5);

- (iii) Training (Part 16);
- (iv) Union Encouragement (clause 11.3);
- (v) Work/Life Balance (Part 15);
- (vi) Organisational matters such as the review of, changes to or introduction of new workforce management policies;
- (vii) Fair Career Paths (Part 9);
- (viii) Equal Remuneration (clause 4.6); and
- (ix) Cultural Awareness and Leave (Part 17).

(c) The ACC may agree to establish standing committees, sub-committees, or other additional consultative structures (such as Local Consultative Committees and Regional Consultative Committees subject to employer agreement) with agreed terms of reference/operating principles including ensuring equitable local and regional TQ delegate representation in consultative forums.

(d) The Department acknowledges and encourages the operation of consultative forums that support the equitable local and regional representation of TQ delegates at the local level. These forums are to provide an opportunity for consultation, engagement and dispute resolution to occur directly between affected employees (through their union delegates to the committee/forum) and the relevant decision-makers.

(e) The Department and TQ will work together to maintain a consultation framework for the conduct of consultation within the entity. The consultation framework will include the organisational structure of the entity, the different parties that should be involved in consultative processes, and the interaction between various consultative mechanisms. The Department will provide to TQ, the following data - employee name, job title, work location (including floor level where possible), anticipated effect of any organisational change, rationale for change and potential timeframes) where relevant.

(f) The Department commits, where possible, to collect data about temporary engagements with a view to reporting to the ACC on a quarterly basis about the number of temporary engagements and the categories of reasons for those engagements such as, 'backfilling' and 'project role'.

(g) In addition to the information provided in clause 7.5 Organisational Change and Restructuring, the Department agrees to report to unions on a quarterly basis the ongoing length of service of all temporary and casual employees.

(h) This Agreement, through various provisions, allocates a number of roles and responsibilities to the ACC which the Department will ensure occur in accordance with the provisions of this Agreement and the Terms of Reference template for consultative committees. The parties to this Agreement agree to review and update the Terms of Reference template for the ACC within six months of the date of operation of this Agreement.

2.3 Workplace Health and Safety Committee – sub-committee of the ACC

(a) The parties agree to continue the Workplace Health and Safety (WHS) committee to be overseen by the Department/Union joint consultative committee. This sub-committee will have equal departmental and union representation, and will examine matters relating to workplace health and safety that may from time to time be raised by the parties.

(b) This sub-committee will report to the joint consultative committee on a regular basis or as agreed between the parties.

(c) The scope of this sub-committee will include, but not be limited to, the following matters:

- (i) Building/facility-based workplace health and safety matters;

- (ii) Workplace Health & Safety induction and training;
- (iii) The management of chemicals in workplaces; and
- (iv) The provision and use of protective personal equipment and other standard safety equipment (for example, sun-smart and protective clothing).

2.4 Localised Non School-Based Forums

- (a) Noting clause 2.2(c) the ACC may agree to the establishment of additional consultative structures, the parties agree that localised non school-based forums may be established.
- (b) When established, such committees will:
 - (i) be based in regional and central offices;
 - (ii) be formed at the request of employees in the particular location or department;
 - (iii) facilitate consultation on workplace matters pertaining to the particular location/workplace that may include but are not limited to discussion of matters such as:
 - A. workload management;
 - B. organisational change;
 - C. training; and
 - D. work/life balance.
 - (iv) meet at times agreed between the employees and management representatives (noting number of meetings scheduled should reflect the matters identified for consultation. Meetings scheduled at least twice per year would not be considered unreasonable); and
 - (v) consist of equitable management and employee representatives. Employees can nominate their union representative to attend.
- (c) Local arrangements for workplace consultation compliment the ACC and are intended to deal with local matters to mitigate the need to escalate to the ACC. However, matters requiring Department-wide consultation should be referred to the ACC in the first instance.

Note: there are additional provisions in relation to the LCC and ECC in Part 20 of this Agreement.

PART 3 DISPUTE RESOLUTION

3.1 Procedure for Preventing and Settling Disputes

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee's health or safety. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:

- (i) The matter is to be discussed by the employee's union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days.
- (ii) If the matter is not resolved as per 3.1(d)(i) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days.
- (iii) If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.
- (e) Nothing contained in this procedure shall prevent unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (f) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

PART 4 SALARIES AND SUPERANUATION

4.1 Wage Increases

- (a) This Agreement provides for the following wage increases:
 - (i) For Agreement year 1, an increase of 3% effective from 1 September 2025 and paid on the *applicable rate* at 31 August 2025.
 - (ii) For Agreement year 2, an increase of 2.5% effective from 1 September 2026 and paid on the *preceding Agreement rate*.
 - (iii) For Agreement year 3, an increase of 2.5% effective from 1 September and paid on the *preceding Agreement rate*.
- (b) In addition, where the *Brisbane CPI figure* exceeds the relevant wage increase provided at clause 4.1(a) during the corresponding *CUA period*, a CPI Uplift Adjustment ('CUA') will be triggered as outlined below.
 - (i) For CUA period 1:
 - A. a CUA is triggered when the March 2026 *Brisbane CPI figure* exceeds the 3% wage increase at clause 4.1(a)(i).
 - B. the amount of the CUA triggered will be equivalent to the percentage difference between the March 2026 *Brisbane CPI figure* and the 3% wage increase, to a cap of 0.5%.
 - (ii) For CUA period 2:
 - A. a CUA is triggered when the March 2027 *Brisbane CPI figure* exceeds the 2.5% wage increase at clause 4.1(a)(ii).
 - B. the amount of the CUA triggered will be equivalent to the percentage difference between the March 2027 *Brisbane CPI figure* and the 2.5% wage increase, to a cap of 1%.
 - (iii) For CUA period 3:
 - A. a CUA is triggered where the March 2028 *Brisbane CPI figure* exceeds the 2.5% wage increase at clause 4.1(a)(iii);
 - B. the amount of the CUA triggered will be equivalent to the percentage difference between the March 2028 *Brisbane CPI figure* and the 2.5% wage increase, to a cap of 1%.

4.2 Eligibility

- (a) To be eligible for the above wage increases, it is a requirement that:
 - (i) A person must be employed under this Agreement on or after certification to be entitled to any wage increase under clause 4.1(a) and 4.1(b) above; and
 - (ii) If a *CUA* is triggered in any Agreement year, a *current employee* will be eligible for the CUA
 - A. Where the CUA is triggered pursuant to clause 4.1(b)(i) provided the employee was employed under this Agreement during *CUA period 1*.
 - B. Where the CUA is triggered pursuant to clause 4.1(b)(ii) provided the employee was employed under this Agreement during *CUA period 2*.
 - C. Where the CUA is triggered pursuant to clause 4.1(b)(iii) provided the employee was employed under this Agreement during *CUA period 3*.
 - (iii) Despite clause 4.2(a)(ii), a person who is not a current employee will become eligible for the CUA only when they provide the relevant information as required by the Department of Education's payroll to payroll.alert@qed.ald.gov.au confirming that:
 - A. Where the CUA is triggered pursuant to clause 4.1(b)(i) the person was employed under this Agreement during *CUA period 1*.
 - B. Where the CUA is triggered pursuant to clause 4.1(b)(ii), the person was employed under this Agreement during *CUA period 2*.
 - C. Where the CUA is triggered pursuant to clause 4.1(b)(iii) the person was employed under this Agreement during *CUA period 3*.

4.3 Payment of the CUA

- (a) The *CUA entitlement crystallises*, and therefore is payable where:
 - (i) The CUA is triggered for a CUA period; and
 - A. The employee eligibility requirements at clause 4.2(a)(i)-(ii) are met; or
 - B. The relevant information set out in clause 4.2(a)(iii) is provided.
- (b) Where the *CUA entitlement crystallises*:
 - (i) For *CUA period 1* payment will apply as if it had formed part of the increase at clause 4.1(a)(i).
 - (ii) For *CUA period 2* payment will apply as if it had formed part of the increase at clause 4.1(a)(ii).
 - (iii) For *CUA period 3* payment will apply as if it had formed part of the increase at clause 4.1(a)(iii).
- (c) Payment will be made no later than the pay period that is two months after the *CUA entitlement crystallises*.
- (d) Where an employee receives the Award rate of pay at any time during a CUA period, this is taken to be absorbed such that any Award payment within that period is taken to form part of the CUA.

4.4 Salary Schedules and Other Financial Elements

- (a) The salary tables at Appendix 1 reflect the wage increases provided for at clause 4.1(a).

- (b) The salary schedule rates will be increased where the *CUA entitlement crystallises* and will have a compounding effect for the purposes of subsequent increases pursuant to clause 4.1(a) and (if applicable) clause 4.3(b).
- (c) Any allowances and/or other financial elements that increase pursuant to clause 4.1(a), will also increase and compound in accordance with the CUA if the *CUA entitlement crystallises*.
- (d) Where the *CUA entitlement crystallises* in any Agreement year, the Department of Education will publish updated rates reflecting this on a public facing website.

4.5 Definitions

- (a) *Applicable rate*
Means the higher of the final rate under the *Department of Education Certified Agreement 2022* or the relevant parent award rate at the nominal expiry date of the *Department of Education Certified Agreement 2022*.
- (b) *Brisbane CPI figure*
Means the relevant through the year March CPI outcome (All Groups Brisbane) as published by the Australian Bureau of Statistics (ABS).
- (c) *CUA is triggered*
Means:
 - (i) When, for *CUA period 1*, the March 2026 *Brisbane CPI figure* published by the ABS exceeds the wage increase of 3%.
 - (ii) When, for *CUA period 2*, the March 2027 *Brisbane CPI figure* published by the ABS exceeds the wage increase of 2.5%.
 - (iii) When, for *CUA period 3*, the March 2028 *Brisbane CPI figure* published by the ABS exceeds the wage increase of 2.5%.
- (d) *CUA entitlement crystallises*
Means that:
 - (i) the CUA is triggered for a particular *CUA period* in accordance with clause 4.1(b); and
 - A. the employee eligibility requirements outlined in clause 4.2(a)(i)-(ii) are met; or
 - B. the information provided in the exceptions at clause 4.2(a)(iii) is provided.
- (e) *CUA period*
Means:
 - (i) For *CUA period 1* – on or after certification of this Agreement and between 1 September 2025 to 31 August 2026; or
 - (ii) For *CUA period 2* – on or after certification of this Agreement and between 1 September 2026 to 31 August 2027; or
 - (iii) For *CUA period 3* – on or after certification of this Agreement and between 1 September 2027 to 31 August 2028.

(f) *Current employee*

Means a person employed under this Agreement on or after certification who continues to be employed under this Agreement at the date the *CUA entitlement crystallises*. In the case of a current casual employee, they must also have performed work under the Agreement within the 12-week payroll period immediately prior to the date the *CUA entitlement crystallises*.

(g) *Preceding Agreement rate*

Means:

- (i) For Agreement Year 2, the relevant Agreement rate of pay for Agreement Year 1 reflecting the increase at clause 4.1(a)(i) and any increase at clause 4.3(b)(i) where the *CUA entitlement crystallises*.
- (ii) For Agreement Year 3, the relevant Agreement rate of pay for Agreement Year 2 reflecting the increase at clause 4.1(a)(ii) and any increase at clause 4.3(b)(ii) where the *CUA entitlement crystallises*.

4.6 Equal Remuneration

- (a) This Agreement will achieve the principal objects specified in sections 4(i), 4(j), 4(k), 4(l), 4(m) and 4(r) of the *Industrial Relations Act 2016*. The parties respect and value the diversity of our employees through helping to prevent and eliminate discrimination.
- (b) The effect of this Agreement is not to allow any conduct or treatment, either direct or indirect that would contravene the *Anti-Discrimination Act 1991*.
- (c) The employer is committed to taking proactive measures to achieve gender pay equity, where all employees receive equal remuneration for work of equal or comparable value, noting that there are valid exemptions to this based upon different periods of recognised service and qualification requirements.
- (d) The employer has implemented, will implement or is implementing equal remuneration for work of equal or comparable value in relation to the employees covered by this Agreement as follows:
 - (i) where applicable, utilising the Queensland public sector job evaluation management system (JEMS) for determining the work value and applicable classification level and /or remuneration;
 - (ii) providing remuneration based on a transparent classification level related to skills required to perform the role, so that a female employee doing the same work as a male employee will receive equal remuneration (see Appendix 1 for the classification structure and associated salaries);
 - (iii) applying the provisions of the relevant industrial instrument and Directives regarding increment appointment and progression within the classification level, and ensuring any discretionary provisions are utilised in a fair and equitable manner irrespective of gender;
 - (iv) creating a culture that promotes gender pay equity, including equal access to training and development, promotional opportunities, and flexible working arrangements;
 - (v) a commitment to improving gender equity and consultation on matters concerning gender equity in the workplace;
 - (vi) where applicable, the progression of equity, diversity, respect and inclusion in employment matters in accordance with Chapter 2 of the *Public Sector Act 2022*, including actively progressing gender pay equity measures and conducting equity and diversity audits; and
 - (vii) nothing in this clause limits or prevents the use of any existing discretionary powers to achieve equal remuneration.

- (e) The parties agree to continue efforts to increase gender diversity across the classification level covered by this Agreement, including proportional representation.
- (f) The employer will continue to support employees who are secondary caregivers and how they can be encouraged and supported in taking a greater role in caring responsibilities, such as parental leave, part time work and flexible work.

4.7 Salary Packaging

- (a) Salary packaging is available for employees (excluding short-term casual employees) in accordance with Queensland Government policy found in the Circular issued from time to time by the entity responsible.
- (b) Employers are to apply the following principles for employees that avail themselves of salary packaging:
 - (i) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
 - (ii) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
 - (iii) increases or variations in taxation are to be passed to employees as part of their salary package;
 - (iv) where mandated by relevant Government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is strongly recommended to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
 - (v) the employer will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
 - (vi) there will be no significant additional administrative workload or other ongoing costs to the employer;
 - (vii) any additional administrative and fringe benefit tax costs are to be met by the employee; and
 - (viii) any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- (c) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.
- (d) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

4.8 Extra leave for Proportionate Salary (Purchased Leave)

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

PART 5 ALLOWANCES AND OTHER REMUNERATION

5.1 School Based Administrative Support Allowance

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

Eligible employees are:

- (i) Permanent and temporary school-based administrative officers with 12 months' continuous service at AO2 classification, pay point 8 at any school; or

- (ii) Permanent and temporary school-based administrative officers with 24 months' continuous service at AO2 classification, pay point 8 at any school.
- (b) Eligible employees, per clause 5.1(a)(i) and 5.1(a)(ii) above, will receive a fortnightly allowance as per the below table (pro-rata for part time).
- (c) The fortnightly allowance is indexed in line with wage increases as set in the table below:

Clause reference	Effective 1 September 2025 Per Fortnight	Effective 1 September 2025 Per Fortnight	Effective 1 September 2025 Per Fortnight
5.1(a)(i) – 12 months continuous service at AO2/8	\$57.40	\$58.80	\$60.30
5.1(a)(ii) – 24 months continuous service at AO2/8	\$114.80	\$117.60	\$120.60

- (d) Eligible employees are only entitled to one School-Based Administrative Support Allowance at any one time.
- (e) To remove any doubt, the qualifying continuous service periods, per clause 5.1(a)(i) or 5.1(a)(ii) above, may be inclusive of higher duties performed by an eligible employee in school-based administrative roles.
- (f) Once an employee meets the criteria in clause 5.1(a)(i) or 5.1(a)(ii), the employee will not be required to re-qualify and will be paid the allowance whilst employed in an AO2 classification pay point 8 school-based administrative role.
- (g) In circumstances where continuity of service with the Department is broken, the employee will need to requalify for the allowance per clause 5.1(a)(i), 5.1(a)(ii) and 5.1(f).

5.2 Locality Allowances

- (a) Locality allowances are payable to eligible employees in accordance with the *Ministerial Directive: 16/18 Locality Allowances* issued in accordance with the *Public Sector Act 2022*.
- (b) The rates prescribed by the *Ministerial Directive: 19/99 Locality Allowances* are increased by 5.5% from 1 January 1997 for all centres other than those in coastal local Government areas as at that date and listed in Appendix 2 of this Agreement.

5.3 Language Allowance

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

5.4 Professional Development Allowance for Health Practitioners

- (a) Permanent and temporary full-time health practitioners are entitled to a professional development allowance (PDA) of \$1800 per annum.
- (b) Permanent part-time health practitioners working at least 0.2 FTE per fortnight, are entitled to the PDA on a pro rata basis, calculated based on FTE at time of payment.

- (c) Temporary part-time health practitioners working at least 0.2 FTE per fortnight, are entitled to the PDA on a pro rata basis, calculated based on FTE at time of payment.
- (d) For the purpose of eligibility, the PDA will be adjusted to reflect any periods of more than three months of unpaid leave in the preceding 12-month period.
- (e) The professional development allowance will be paid as a lump sum payment as per the schedule set out below:
 - The first pay cycle in August 2026;
 - The first pay cycle in August 2027; and
 - The first pay cycle in August 2028.
- (f) The professional development allowance is paid to assist health practitioners enhance their professional skills as clinical service providers within the Department. Health practitioners are encouraged to discuss their professional development as part of their PDA with their supervisor.

5.5 Professional Development Allowance for Social Workers

- (a) Permanent and temporary full-time social workers are entitled to a professional development allowance of \$1800 per annum.
- (b) Permanent part-time social workers working at least 0.2 FTE per fortnight, are entitled to the professional development allowance on a pro rata basis, calculated based on FTE at time of payment.
- (c) Temporary part-time social workers working at least 0.2 FTE per fortnight, are entitled to the professional development allowance on a pro rata basis, calculated based on FTE at the time of payment.
- (d) For the purpose of eligibility, the PDA will be adjusted to reflect any periods of more than three months of unpaid leave in the preceding 12-month period.
- (e) The professional development allowance will be paid as a lump sum payment as per the schedule set out below:
 - The first pay cycle in August 2026;
 - The first pay cycle in August 2027; and
 - The first pay cycle in August 2028.
- (f) The professional development allowance is paid to assist social workers enhance their professional skills within the Department. Social workers are encouraged to discuss their professional development as part of their PDA with their supervisor.

5.6 Pool and Vessel Maintenance Allowance

- (a) The Department recognises that some employees may be undertaking specific duties / responsibilities related to identified or specialist school facilities including pools and vessels. The Department encourages employees undertaking management of such plant to complete training and certification aligned with such.
- (b) The employee who is primarily responsible for maintaining a Departmental pool or vessel (includes similar equipment in Environmental and Outdoor Education Centres) in the course of their duties will be paid a fortnightly allowance as shown in the table below.
- (c) The allowance is payable to only one employee in each location for each identified pool or vessel. In circumstances where employees may be job sharing, both employees identified as having responsibility (as per clause 5.6(b)) will be paid the fortnightly allowance.

(d) The fortnightly allowance is indexed in line with wage increases as set in the table below:

Pool Plant Operations and Vessel Maintenance Allowance		
Effective 1 September 2025	Effective 1 September 2026	Effective 1 September 2027
Per fortnight	Per fortnight	Per fortnight
\$37.51	\$38.45	\$39.41

(e) For maintaining vessels, an employee will be eligible if working on vessels at the following locations:

- Boyne Island Environmental Education Centre;
- Bwgcolman Community School, Palm Island;
- Daradgee Environmental Education Centre;
- Holloways Beach Environmental Education Centre;
- Konomic Island Environmental Education Centre;
- Jacobs Well Environmental Education Centre;
- Maroon Outdoor Education Centre;
- Moreton Bay Environmental Education Centre;
- Stanley River Environmental Education Centre;
- Tagai State College, Thursday Island;
- Tallebudgera Outdoor and Environmental Education Centre;
- Tinaroo Environmental Education Centre;
- or as amended from time to time.

5.7 Recognition of accredited qualifications – Australian Qualifications Framework (AQF)

(a) The parties are committed to the principle that financial recompense will be provided for employees in the specified classifications who have obtained an accredited qualification at the Australian Qualifications Framework (AQF) level specified or higher achieved through training and assessment of competencies (including recognition of current competencies).

(b) From 1 September 2025, the following remuneration, which is increased in line with the annual base wage increases in accordance with the wage increases as set out in part 4, shall be paid to employees that meet the requirements in clause 5.7.

		1 September 2025	1 September 2026	1 September 2027
		per fortnight	per fortnight	per fortnight
Certificate IV (AQF IV)	AO2	\$42.80	\$43.90	\$45.00
Diploma (AQF V)	AO3	\$44.10	\$45.20	\$46.30
Advanced Diploma (AQF VI)	AO4	\$45.90	\$47.00	\$48.20
Certificate III (AQF III)	OO2	\$20.60	\$21.10	\$21.60
Certificate IV (AQF IV)	OO3	\$42.80	\$43.90	\$45.00
Diploma (AQF V)	OO4/OO5	\$44.10	\$45.20	\$46.30
Advanced Diploma (AQF VI)	OO6	\$45.90	\$47.00	\$48.20

(c) The remuneration in clause 5.7(b) will be payable from the date the employee attains the relevant qualification, or from date of certification of this Agreement if the qualification was attained prior to that date.

PART 6 HOURS OF WORK

6.1 General

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

6.2 Averaging of Ordinary Hours of Work

Where agreed between the employer and employee, and subject to policy requirements, mechanisms will operate by which employees can agree to average ordinary hours of work over a cycle with differential daily and weekly hours, e.g. in a four-week work cycle an employee may work 45 hours in one week and 30 hours the next week, provided that the total standard ordinary hours for the month are worked. Under this arrangement the agreed working hours for individual employees would be established in consultation between management and the employee. Normal overtime arrangements/penalty rates will only apply for the hours worked in excess of the agreed hours of duty.

6.3 Aggregated Hours

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

6.4 Spread of Hours - Brisbane Central Business District

- (a) These provisions shall apply only to employees engaged under the *Queensland Public Service Officers and Other Employees Award – State 2015* where the employee's place of work, at daily commencing and finishing times, is within the Australian Bureau of Statistics Statistical Local Areas of "City – Remainder" and "City – Inner" within the Statistical Subdivision of "0501 – Inner Brisbane".
- (b) In recognition of the problems associated with increased traffic congestion into the Central Business District of Brisbane, the parties agree to a wider ordinary spread of hours of 6.00am to 7.00pm for fulltime and part-time employees only.
- (c) The purpose of such an arrangement is to allow employees and supervisors to mutually agree to changes to existing commencing and finishing times in order that the employees can commence and/or finish their working hours outside the recognised peak times of 7.00am to 9.00am and 4.00pm to 6.00pm.
- (d) For the purposes of application of the Ministerial Directive: Hours, Overtime and Excess Travel in accordance with the *Public Sector Act 2022*, which only applies to employees' subject to the *Queensland Public Service Officers and Other Employees Award – State 2015*, the ordinary spread of hours for the purposes of Part C (Excess Travel Time) shall be 6.00am to 7.00pm.

- (e) The parties affirm that the capacity for an individual employee to have an ordinary spread of hours of 6.00am to 7.00pm by mutual agreement under these provisions will not be used as the rationale to alter customer service delivery arrangements of entities affected by these provisions.
- (f) All other conditions contained in Awards and Ministerial Directives (as amended) relating to overtime, meal breaks and meal allowances shall continue to apply.

6.5 Attendance at School Camps, Excursions and Functions

- (a) In circumstances where employees are required to attend school camps, school excursions or school functions, and are required to perform duty outside their normal hours of duty (including those occurring on weekends) they shall be entitled to accumulate additional hours as ADO time as outlined below. ADO time is accumulated on a time-for-time basis.
 - (i) Employees who are required to attend overnight school camps/excursions/functions will be automatically credited with the difference between their normal rostered duty hours and 15 hours per overnight stay;
 - (ii) The maximum credit per day will be 15 hours ADO time (e.g. if normal rostered duty is 6 hours per day, then on an overnight camp/excursion the employee will be entitled to an additional 9 hours in ADO time regardless of how many additional hours are worked);
 - (iii) When the relevant employee returns home from a school camp/excursion/function the entitlement for that day will be in accordance with clause 6.5(a)(iv);
 - (iv) Employees who are required to attend school camps/excursions (non-overnight stays) and perform duties outside normal rostered duty time will be entitled to claim ADO time up to the difference between their normal rostered duty hours and the hours worked, that is, the additional hours in excess of the normal rostered hours shall attract ADO credits.

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

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

6.7 Hours of Work Arrangements including ADO for specific employees servicing Schools and Other Education Facilities, and School Support Staff and Employees of Other Educational Facilities

- (a) The clause applies to the following employees:
 - Business Managers;
 - employees engaged under the Administrative Stream of the *Queensland Public Service Officers and Other Employees Award – State 2015*;

- Science Technicians;
- employees engaged under the Technical Stream of the *Queensland Public Service Officers and Other Employees Award – State 2015*;
- School Computer Technical Officers;
- Schools Officers;
- Agricultural Assistants;
- Unit Support Officers;
- Support Officers;
- Boat Officers;
- Marine Program Officers; and
- Health Practitioners as defined in clause 10.1.

(b) Definitions

- (i) **Accumulated Time** means the time worked in excess of Ordinary Hours in any day and within the daily spread of hours.
- (ii) **Accumulated Day Off (ADO)** means a day taken between Monday and Friday, without debit to any Leave account.
- (iii) **Employee** means, for the purpose of these arrangements, all Permanent and Fixed term temporary employees listed as being subject to this Part.
- (iv) **Employer** means the Director-General of the Department of Education (Department) or the delegate of the Director-General.
- (v) **Fixed Term Temporary Employee** means any a person employed pursuant to section 150 of the *Public Sector Act 2022* for a fixed term.
- (vi) **Hours of Duty** means the hours determined by negotiation, during which employees may work.
- (vii) **Leave** means ADO Leave, Recreation Leave, Long Service Leave and time off in lieu.
- (viii) **Ordinary Hours** means as per the relevant Award, except ordinary hours for employees in the new Health Practitioner (HP) Stream is 38 hours per week.
Notwithstanding the ordinary hours of HP employees in accordance with the above, HP employees will continue to be eligible employees for the purposes of clause 15.6 Organisational (flexible) hours of work arrangements – day workers of the *Queensland Public Service Officers and Other Employees Award – State 2015* (as amended from time to time) (PSO Award) to enable HP employees to continue to access the hours of work arrangements of the PSO Award. Provided that any reference to weekly ordinary hours of 36.25 or daily ordinary hours of 7.25 is to be replaced with 38 and 7.6 hours respectively.
- (ix) **School Vacation Periods** means any vacation period that is determined a scheduled student vacation period by the Chief Executive.
- (x) **School** includes, for the purpose of these arrangements, all State Secondary Schools, State Primary Schools, P10/12 Schools, Educational Facilities, State Special Schools and School Support Centres, excluding State-wide School Support Centres.
- (xi) **Spread of Hours** means time worked between 6.00am and 6.00pm Monday to Friday inclusive.

(c) Hours of Duty Arrangements

- (i) Generally accrued leave is to be taken during School Vacation Periods, however leave can be availed of in School terms consistent with the Department's work-life balance policy and subject to operational convenience. Requests for such leave shall not be unreasonably withheld.
- (ii) Agricultural Assistants, Unit Support Officers and Support officers may be required to take Annual Leave subject to operational convenience following consultation with the employee.
- (iii) An ADO arrangement shall operate on the basis of a 12-month cycle, beginning on the first day of the pupil-free days in January and extending through to the day before the corresponding pupil free day in the next year.
- (iv) The employer and all employees concerned in each school shall consult over the most appropriate means of implementing Hours of Duty arrangements.
- (v) The objective of such consultation shall be to reach agreement on the method of implementing Hours of Duty arrangements in accordance with these arrangements.
- (vi) Agreement will not be unreasonably withheld by either the employee or employer.
- (vii) The outcome of such consultation will be recorded in writing.
- (viii) An ADO agreement may be altered by mutual agreement. Agreement should not be unreasonably withheld.
- (ix) In determining the ADO agreement, the employer shall:
 - A. ensure ADO arrangements meet the needs of the school;
 - B. consider the health and safety of staff when requiring staff to work during vacation periods;
 - C. consult on the requirement to work specific hours before directing an employee to work those hours;
 - D. where the working of particular hours is not suitable to an employee on a given day, take into account whether other staff are available and competent to perform this work;
 - E. take into account the employee's work-life balance including community commitments;
 - F. consider other leave that is to be taken throughout the year;
 - G. provide the ability to accrue sufficient ADO to cover leave on vacation periods whilst avoiding accrual of excessive leave balances; and
 - H. provide access to a minimum of 12 days ADO accrual in a year for employees working a 38 hour week.
- (x) Subject to operational convenience an employee may apply for leave without pay to cover vacation periods as required, rather than accruing ADO time. Wherever possible this must occur at the beginning of the 12-month cycle.
- (xi) The maximum ADO balance at any one time must not be more than 12 days for full-time employees and a pro-rata maximum for part-time employees, except in exceptional circumstances, as agreed between the employer and employee. Therapists may accrue additional days to provide for flexibility, subject to operational requirements.
- (xii) The employer must ensure an employee who resigns, retires or otherwise ceases duty has utilised all accumulated time upon cessation of duty.

- (xiii) When an employee is required by the Department to change school locations the employees ADO balance must move with them.
- (xiv) Temporary employees engaged for less than one school term may accrue ADO as agreed between the employee and the Principal.
- (d) Negative Balances
 - (i) Employees may enter into a negative ADO balance in exceptional circumstances such as extended sick leave (greater than four weeks) or other extended absences agreed to between the school and the employee concerned.
 - (ii) This debit may be carried forward into a new school year.
 - (iii) Provided that such negative balance of hours is reduced to a zero balance within a period of 12-months from when the negative balance occurs.
 - (iv) An employee must not have a negative balance of more than 30 ADO hours at any time.
 - (v) Negative balances on termination of employment may be deducted from the final wages on a time for time basis.
 - (vi) The employer must allow an employee who resigns, retires or otherwise ceases duty, to attempt to reduce the negative ADO balance prior to cessation.
- (e) Overtime
 - (i) All overtime shall either be paid for in accordance with the relevant award or, by mutual agreement between the employer and employee, compensated by the granting of equivalent time off in lieu on a time for time basis.
- (f) Surplus Hours – ADO/TOIL
 - (i) In most circumstances employees should have a zero balance of ADO and TOIL hours at the beginning of each 12-month cycle. Where employees have or will have hours in surplus of those required for the 12-month cycle, then the following procedure will apply:
 - A. By the end of term 3, the employee and the Principal shall meet to review the ADO agreement and discuss access to the surplus hours to develop a plan to manage the surplus hours prior to term 4 summer vacation;
 - B. Where such hours have been applied for and refused prior to the December vacation period, then such surplus hours shall be either paid out to the employee at ordinary time rates of pay (on a time for time basis) or carried over to the next twelve-month period. The decision to have a payout is solely at the discretion of the employee. Where surplus hours are carried over, such hours must be taken off within that period of twelve months.
 - C. For the avoidance of doubt, where an employee has been refused an application to take surplus hours or taken reasonable steps to take the surplus hours but been unable to return to a zero balance due to unforeseen operational reasons prior to the term 4 summer vacation, the surplus hours must be paid out if the employee elects that option. The payout of surplus hours is not subject to a meeting having occurred between the Principal and employee in term 3 as per clause 6.7(f)(i)A.; and
 - D. Principals must ensure employees ADO and TOIL balances are monitored regularly to avoid surplus hours occurring at levels that cannot be reduced within the same year to support good workload management.

- (g) Compassionate/Emergent Leave for employees covered by the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*:
 - (i) An employee covered by the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015* shall be entitled to access ADO time (including a negative balance) to obtain up to three days paid leave per annum, non-cumulative, for compassionate grounds or emergent reasons.
 - (ii) An additional two days paid leave per annum, non-cumulative, for these purposes may be granted at discretion of the Principal / site manager or delegate. The additional leave will only be granted where an employee agrees to make up this time through the current ADO arrangements within the school year, or where this is not practicable to do so, within 12 calendar months from the date of taking such leave.
 - (iii) In circumstances where an employee ceases work for whatever reason and time associated with this leave has not been made up, the Department may, at its discretion, deduct the equivalent cost of such leave from the employee's termination pay.
- (h) ADO and Workers' Compensation
 - (i) Any ADO time rostered to be worked whilst on leave to claim workers compensation must be credited to the employee's ADO balance. Provided that where the employee is subsequently absent on leave claiming workers' compensation during any agreed ADO days after being credited with ADO hours, the employee must be deemed to have taken those ADO days.
 - (ii) Where an employee has actually worked ADO hours and is subsequently absent on workers' compensation leave during any ADO days, the employee may take accumulated ADO hours at a time mutually convenient to the employee and the Principal.
 - (iii) Claims sent to WorkCover Queensland must only reflect the Ordinary Hours that the employee was rostered to work during any absence on leave to claim workers compensation.

Note: refer to clause 6.10 or 6.11 for school-based employees not covered in clause 6.7.

6.8 Schools Officers Hours of Duty – Early Start

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

6.9 Recall and TOIL – Certain school-based Operational Officers

- (a) This clause applies to employees engaged as Agricultural Assistants, Schools Officers, Unit Support Officers, Boat and Marine Officers who have been nominated by the Principal or their delegate as listed on the "After Hours Key Holder Contact List" or equivalent.
- (b) An employee having been recalled to perform duty shall be paid for the time worked with a minimum payment as for 2 hours for each call out at the prescribed overtime rate, provided that such minimum payment shall not apply where the overtime is performed immediately preceding and/or is continuous with ordinary hours of duty.
- (c) Should the employee be called out again within that 2-hour period no further minimum payment shall apply to that work which shall be separately paid for at the applicable overtime rate until the overtime is completed.
- (d) Time worked in clause 6.9 is to be calculated from the time of commencement until the cessation of duty at the employee's normal place of work or other designated place.

6.10 Hours of Work and ADO arrangements – Community Education Counsellors

Hours of work and ADO arrangements for Community Education Counsellors (CEC) is provided for in clause 15.8 (CEC stream) of the *Teaching in State Education Award – State 2016*.

6.11 Hours of Work Arrangements - School Support Staff and Employees of Other Education Facilities excluding CECs and other Employees covered in section 6.7

- (a) ADO arrangements provide a system which allows school support employees to work additional time during periods of higher work demands in order to access days off during periods of lower demands (generally School Vacation Periods).
- (b) ADO arrangements enable the workforce to respond to client needs while providing benefits to employees through more flexible work arrangements. Such flexible work arrangements will be of particular benefit to employees with family responsibilities.
- (c) ADO arrangements shall operate on the basis of a calendar year cycle.
- (d) ADO arrangements allow employees to accumulate additional days off through working additional time on a basis agreed to between the Principal and school support employees at the school. This may be on a daily, weekly or monthly basis.
- (e) The Principal and employees at the school must negotiate the method by which time is to be accumulated in order to take 12 days off with pay.
- (f) The 12 ADO days must be utilised during school vacation periods other than the Summer vacation period (as these employees will still be required as a condition of employment to utilise their annual leave entitlement during the Summer vacation period unless approval is granted by the Principal and Region to vary this arrangement in extenuating circumstances) without debit to recreation leave entitlements on the following basis:
 - (i) Easter (April) vacation period – 2 days;
 - (ii) Winter (June) vacation period – 5 days;
 - (iii) Spring (September) vacation period – 5 days.
- (g) The number of ADOs may be varied at the school level through use of the facilitative provisions as prescribed in 20.6 Facilitative Provisions and is not limited to 12 days per annum. In exceptional cases, where actions by the Department prevent a person accessing ADO time within the calendar year period, approval may be given to carry over the time that has not been exhausted into the next calendar year.
- (h) The Principal and all employees concerned in each school shall consult over the most appropriate means of implementing ADO arrangements.
 - (i) The objective of such consultation shall be to reach agreement on the method of implementing hours of work arrangements and on which days are to be availed of as ADO days. Such agreement shall not be unreasonably withheld by either party.
 - (j) In order to determine the number of hours required to be accumulated by employees, the number of ADO days should be multiplied by the number of ordinary hours per day.
 - (k) In determining ADO arrangements, wherever practicable, the Principal shall:
 - (i) consult on the requirement to work specific hours before directing an employee to work those hours;
 - (ii) where the working of particular hours is not suitable to an employee on a given day, take into account whether other staff are available and competent to perform this work;

- (iii) take into account the needs of workers with family responsibilities or disabilities;
- (iv) take into account occupational health and safety implications;
- (v) provide timely notice of the requirement to work in excess of Ordinary Hours; and
- (vi) take into account the employees' current levels of Accumulated Time.

(l) Accumulated Time shall only be granted to employees when it has been accrued unless agreed between the employee and the Principal.

(m) Any time rostered to be worked on sick leave, public holidays and special leave with or without pay will not be credited as ADO time. In the above circumstances, employees will be provided with the capacity to work additional time to enable ADOs to be taken with full pay.

(n) Any ADO time rostered to be worked whilst on leave to claim workers' compensation must be credited to the employee's ADO balance. Provided that where the employee is subsequently absent on leave claiming workers' compensation during any agreed ADO days after being credited with ADO hours, the employee must be deemed to have taken those ADO days.

(o) Where an employee has actually worked ADO hours and is subsequently absent on workers' compensation leave during any ADO days, the employee may take accumulated ADO hours at a time mutually convenient to the employee and the Principal. No relief will be available in such circumstances.

(p) Claims sent to WorkCover Queensland must only reflect the Ordinary Hours that the employee was rostered to work during any absence on leave to claim workers compensation.

(q) The employer must ensure an employee who resigns, retires or otherwise ceases duty has utilised all Accumulated Time upon cessation of duty. In those circumstances in which an employee has a debit ADO balance upon separation of employment, an adjustment will be made to any remuneration from entitlements owing at that time.

(r) Employees will however, have the ability to transfer Accumulated Time off between school locations.

(s) Employees without access to emergent/compassionate leave may access up to three ordinary days of ADO time in any one year provided that prior approval is obtained from the Principal on each occasion. Arrangements to accumulate additional time to compensate for the leave must be negotiated.

(t) In exceptional cases, where actions by the Department prevent a person accessing ADO time within the calendar year period, approval may be given to carry over the time that has not been exhausted into the next calendar year.

(u) To ensure that the interests of all parties are protected, the ADO arrangements and variations to those arrangements should be formally recorded.

6.12 No Loss of Show Day

- (a) Where an employee is required to perform work duties (including training) at an alternative location to the place where the employee is based for work purposes on a day where the show day holiday applies, such employee will be given a day off in lieu, to be taken by mutual agreement with the employee's supervisor.
- (b) Provided that an employee subject to this Agreement, and whether engaged in different entities or locations over a calendar year or not, is only entitled to leave on full pay for a show holiday once each calendar year.

PART 7 EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT

7.1 Employment Security

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

7.2 Permanent Employment

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

7.3 Fixed Term Temporary Employment

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

7.4 Additional Temporary Hours for Permanent Part-Time Employees

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

For example:

- An employee has a permanent engagement of 10 hours per week.
- The employee has regularly worked an additional 10 temporary hours per week (that is, a total of 20 hours per week) for 12 months and then regularly worked an additional 15 temporary hours per week (that is, a total of 25 hours per week) for 12 months.
- At the end of the second 12-month period, the employee applies to have the additional hours converted.
- The number of hours to be considered will be 15 hours.

- (e) In considering an application made by the employee, the employer must:
 - (i) Determine whether the employee meets the eligibility requirements as outlined above; and
 - (ii) Consider and apply the criteria for conversion to permanent as outlined in the *Directive 02/23: Review of non-permanent employment* (as amended from time to time).

7.5 Organisational Change and Restructuring

- (a) The Government is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (b) These commitments are given effect through the Government's policy on Employment Security and the Contracting-Out of Government Services, contained at Appendices 5 and 6 of this Agreement.
- (c) Without limiting or enhancing the existing policies, the employer acknowledges where operational decisions or contracting out of services decisions result in organisational change or restructure the policies provide for:
 - (i) the need to demonstrate clear benefits and enhanced service delivery to the community;
 - (ii) avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community;
 - (iii) Cabinet approval is required for all major organisational change and restructuring in entities in accordance with the considerations outlined in the policies;
 - (iv) where an agency has made a decision to introduce major organisational change or restructuring, it will notify affected employees/unions and discuss the changes as early as practicable. This may be undertaken through forums such as ACC;
 - (v) Cabinet approval for contracting-out proposals that meet specified criteria including significant impact on the government's workforce in terms of job losses.
- (d) The employer shall provide in writing to the members of the relevant consultative committee of their intention to implement organisational changes that may affect the employment security of employees, prior to the commencement of any planned changes. This shall include all information required to be provided in accordance with the "Introduction of changes" and "Redundancy" clauses of relevant Awards. The employer is also required where requested to provide relevant unions with a listing of the affected staff comprising name, job title and work location.
- (e) It is acknowledged that management has a right to implement changes to ensure the effective delivery of public services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved in a timely manner either party may refer the matter to the ACC for resolution.
- (f) The parties agree that the employer should report to the union on a quarterly basis the current status of employment practices within the Department. This report should be provided on a quarterly basis at the ACC. Specifically, the report should detail the following:
 - (i) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;
 - (ii) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
 - (iii) the number of people engaged through labour hire;
 - (iv) any significant variance in the number of permanent employees;

- (v) the conversion of temporary employees to tenured status.
- (g) Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in Department priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and alternative placement opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available. The employer and employees will comply with all relevant directives (as amended). Where an employee refuses to participate or cooperate in these processes, the full provisions of the directive pertaining to retrenchment may be followed to the extent of their applicability.
- (h) Provisions and entitlements relating to organisational change and restructuring can be found in the directives relating to early retirement, redundancy and retrenchment (as amended) which will apply for the life of this Agreement.
- (i) The employer must provide relevant information to the relevant union/s when it intends to apply the provisions of the directive (as amended) relating to early retirement, redundancy and retrenchment where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same time the employer's intentions are communicated to the employee. An affected employee must be provided with notice of the employer's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.
- (j) The parties recognise the cultural diversity, rights, views and expectations of Aboriginal and Torres Strait Islander peoples in the delivery of culturally appropriate services and that additional consultation may be required if changes to these services are proposed to ensure there is a community benefit.

7.6 Vacancy Replacement

- (a) The Department commits to fill all vacancies in a reasonable time.
- (b) When undertaking a recruitment to a school-based role, a school will use in its recruitment process a current standard role description, as issued by the Recruitment unit in central office. For the avoidance of doubt the requirement to use a current standard role description as issued by the Recruitment unit whether or not a role is advertised, closed merit, an expression of interest or is a permanent, fixed term temporary or casual appointment.
- (c) In the event the Recruitment unit identifies that a standard role description does not exist for a proposed recruitment process, a job analysis and evaluation will be undertaken to inform the creation of any new role. The proposed standard role description will be provided to the union prior to being issued by the Department for use in a recruitment process.

PART 8 LEAVE

8.1 Paid Parental Leave

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

8.2 Annual Leave Loading Payment

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

8.3 Annual Leave Accumulation – Excluding Schools and School Educational Facilities

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

PART 9 FAIR CAREER PATHS

9.1 General Provisions

- (a) The employer acknowledges that absences from the workforce due to family responsibilities and utilisation of flexibility measures should not be considered barriers to progression.
- (b) The employer will report to the ACC on measures taken to support improved career paths.
- (c) The parties are committed to providing reasonable career opportunities to public sector workers. The parties are committed to provide consistent and transparent classifications across the public sector.
- (d) The Department will continue to consult with TQ on the review and development of communication guidelines for managers and school leaders that relate to recruitment and selection and the application of *Directive 07/23: Recruitment and Selection* (or as amended).
- (e) The employer, in consultation with the ACC will ensure there is a review process in place to allow aggrieved employees the opportunity to raise concerns about the work value assessment (utilising the job evaluation management system (JEMS) or other approved methodology) of their position. These processes will provide the opportunity for consultation with the relevant union and may include a union representative as part of the process.
- (f) Design Principles relating to the JEMS review process were approved by the Central Peak Consultative Committee in 2004 under the auspices of the *State Government Departments Certified Agreement 2003*. These agreed Design Principles were developed and approved for discretionary use by entities when finalising the review process referred to above.

9.2 Computer Assistants in Operation Stream direct appointment as Technical Officers

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

9.3 IT Officers Streamlined RPL process

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

9.4 Clarification of Allocation of IT officer roles to the appropriate stream and classification level

- (a) The Department is committed to ensuring roles of Information Technology Officers and Computer Assistants are allocated to the correct stream and classification levels and providing support to, and working with Principals and Business Managers with this work.
- (b) The person will only be employed at the TO1 classification until they have obtained the required Diploma or equivalent qualification.
- (c) Once the employee has obtained the required Diploma or equivalent qualification they are required to notify the Department.
- (d) The TO2 rate will be applicable from the date of notification.

9.5 Improving Internal Merit-Based Career Paths

- (a) The parties reaffirm their commitment to merit-based career paths and the importance of applying the merit principles for recruitment and selection, consistent with the *Public Sector Act 2022*.
 - (i) The Department is committed to ensuring selection panels for the purpose of assessing applications for professional movement consist of subject matter experts and officer/s that understand the Agreement's progression criteria (or to seek advice from Regional HR in this regard before conducting the assessment).
 - (ii) This will be achieved through all members of the panel having a good understanding of the role and the knowledge, skills and attributes (KSAs) required to perform at the next level.
 - (iii) Each regional office is responsible for ensuring schools are convening appropriately skilled selection panels. Where efficient and timely to do so, regional office may convene a selection panel once a quarter to assess applications to expedite approval processes to the Regional Director (as delegated authorising officer).
 - (iv) The terms and conditions of all employees shall be in accordance with applicable industrial instruments, directives as issued by the Industrial Relations Minister or the Public Sector Commissioner in accordance with the *Public Sector Act 2022*. Any new positions shall be in accordance with PDs that are approved centrally and published by the Department of Education. Any new roles not otherwise approved will be subject to job evaluation in accordance with the Directive relating to recruitment and selection issued by the Public Sector Commissioner in accordance with the *Public Sector Act 2022*.

9.6 JEMS Processes

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

9.7 Business Manager (BM) Broad banding Arrangements

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

9.8 Community Education Counsellors

- (a) The Department will ensure Community Education Counsellors have access to sufficient culturally safe supervision. This means a Regional Community Education Counsellor must be accessible to a Community Education Counsellor as well as their 'line managers' or Principals. The Department will ensure that the 'Recognition of Prior Learning' committee prescribed in the relevant Award will be convened and will ensure that there is access to Community Education Counsellors to the progression arrangements outlined in the *Teaching in State Education Award – State 2016*.

- (b) A committee comprising representatives from Department and TQ will be established for the purpose of determining an application for the recognition of prior learning by Community Education Counsellors based upon an assessment of Aboriginal culture and environment and Torres Strait Islander culture and environment in accordance with the following criteria:
 - (i) knowledge of Aboriginal protocols and/or Torres Strait Islander protocols;
 - (ii) knowledge of Aboriginal cultures and/or Torres Strait Islander cultures;
 - (iii) knowledge of cultural awareness training techniques;
 - (iv) ability to communicate with Aboriginal and/or Torres Strait Islander young people and adults;
 - (v) implementation of culturally appropriate curriculum resources; and
 - (vi) knowledge of culturally appropriate educational counselling techniques.
- (c) The committee shall determine an appropriate salary step and level following an assessment of each case placed before it.

9.9 Science Technician Arrangements

The arrangements for Science Technician employees who do not hold a diploma qualification (or equivalent) and who, prior to the certification of the *Department of Education Certified Agreement 2019*, were classified at OO4 or were subject to a red-circling arrangement arising under the *State Government Departments Certified Agreement 2006* are contained in Appendix 8.

9.10 Schools Officers Progression

- (a) Schools Officers employed at the OO2 classification will be eligible to progress to the first paypoint of the OO3 classification upon demonstrating successful completion of a certificate III (or higher) qualification (or agreed equivalent).
 - (i) The qualification must be categorised under one of the following industry areas:
 - A. construction;
 - B. engineering;
 - C. agriculture;
 - D. mining;
 - E. horticulture; or
 - F. other courses considered by the Department relevant to the position's duties, and in consultation with TQ.

9.11 AO2 Arrangements

- (a) The Department values AO2 roles and the important administrative function they provide. These roles offer an entry pathway to attract new and diverse talent into the organisation, as well as providing individuals with an opportunity to acquire a range of skills and experience that can help to build a successful career.
- (b) This clause applies to all AO2 employees including those in school-based and non school-based environments.
- (c) The Department provides a process for employees to seek an evaluation of their duties and responsibilities in accordance with the Job Evaluation Management System (JEMS). To support AO2s to engage with this process, the Department commenced work on the development of a policy under the *Department of*

Education Certified Agreement 2022. The Department commits to continuing this work to develop a policy in consultation with the union that provides:

- A. A simplified benchmarking process to assist the employee to assess if their current duties and responsibilities indicate higher level of work to warrant a JEMS evaluation (e.g. duties and responsibilities required are more in line with AO3 requirements).
- B. That the process will include an automatic review if an employee's application for JEMS evaluation of their role is not endorsed by their supervisor to progress to the review stage.
- C. Guidance for the decision maker following the outcome of the JEMS evaluation.

PART 10 HEALTH PRACTITIONERS

10.1 Engagement of therapy employees under the Health Practitioner (HP) Stream

- (a) Employees to be engaged under the HP stream are employed to perform therapy or psychology services in the following disciplines:
 - (i) Occupational Therapists;
 - (ii) Physiotherapists;
 - (iii) Speech and Language Pathologists;
 - (iv) Psychologists;
 - (v) Employees who hold qualifications in one of the professions listed in 10(a)(i)-(iv) and are required to hold relevant AHPRA registration and/or eligibility for certified practising membership of the relevant professional association; and who:
 - A. manage and/or supervise employees outlined above; or
 - B. undertake verification through the Education Adjustment Program; or
 - C. provide state-wide strategic and professional leadership for these roles and services within the Department.
- (b) To avoid doubt, it is intended that the following employees will not be included in the HP stream:
 - (i) autism coaches;
 - (ii) mental health coaches;
 - (iii) inclusion coaches;
 - (iv) art / music therapists (where the role description does not require mandatory AHPRA registration);
 - (v) senior advisors who are not required to hold relevant AHPRA registration and/or eligibility for certified practising membership of the relevant professional association;
 - (vi) employees engaged by the Office of Industrial Relations (OIR); and
 - (vii) any other role unless otherwise approved by the Chief Executive.

10.2 Health Practitioner Award coverage

Occupational Therapists, Physiotherapists, Speech Language Pathologists and Psychologists are to be engaged under the Health Practitioner (HP) stream. Employees remain covered by the *Queensland Public Service Officers*

and Other Employees Award – State 2015 (as amended from time to time) in accordance with its coverage provisions.

10.3 Appointment to Classification Levels for Health Practitioners

- (a) Appointment to a classification level will be based on appointment on merit to advertised vacancies or in accordance with *Directive 07/23: Recruitment and Selection* (as amended from time to time).
- (b) Subject to clause 10.3(c), allocation of employees to classification levels shall be in accordance with the generic level statements contained in Appendix 7. These statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest classification levels. Their purpose is to provide an indication as to the health practitioner classification level appropriate to any packaging of duties.
- (c) The following entry levels for Health Practitioner positions will apply as a minimum:
 - (i) an employee appointed to a position requiring a minimum four year tertiary qualification of a degree or equivalent will commence at level HP3.1; and
 - (ii) an employee appointed to a position requiring tertiary courses such as a two year master's program for registration purposes or entry level into the discipline will commence at level HP3.1.
- (d) Notwithstanding anything contained elsewhere in this Agreement, an applicant who is appointed to a position may, at the discretion of the Department, be offered and appointed to any pay point within a classification level based on recognition of skills, knowledge and abilities.

10.4 Movement Within Classification Levels – Increments

- (a) Employees in levels HP3 to HP6 will increment in accordance with relevant provisions outlined in the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015* (as amended from time to time).
- (b) Grand-parented arrangements for those employees who transitioned to the HP stream from the PO stream on 9 June 2020: such employees will be eligible to increment to pay point HP3.8 from HP3.7 once the requirements for incremental progression are satisfied.

10.5 Movement Between Classification Levels

- (a) Movement between classification levels will be based on appointment on merit to advertised vacancies or in accordance with the *Directive 07/23: Recruitment and Selection* (as amended from time to time).
- (b) An existing employee appointed to a position at a higher classification level up to and including classification level HP6, will be appointed to pay point 1 of the higher classification level.

PART 11 INDUSTRIAL RELATIONS

11.1 Collective Industrial Relations

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

11.2 ILO Conventions

The Queensland Government as an employer recognises its obligations to give effect to international labour standards including freedom of association, workers' representatives, collective bargaining and equality of opportunity for all public sector workers.

11.3 Union Encouragement

- (a) The Government recognises the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (b) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (c) Information on the relevant union(s) will be included in induction materials.
- (d) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (e) The employer is encouraged to agree to local arrangements about union and delegate rights in the workplace.
- (f) The employer is to provide the union with complete lists of new starters (consisting of name, job title, work email, work location (including floor level where possible), award and employment status (permanent/temporary/casual)) to the workplace on a quarterly basis, unless agreed between the employer and union to be on a more regular basis. This information is to be provided electronically.
- (g) The employer is also required where requested to provide the union with a listing of current staff comprising name, job title, work email, work location (including floor level where possible), award and employment status (permanent/temporary/casual)). This information shall be supplied on a six-monthly basis, unless agreed between the employer and union to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles in the *Industrial Relations Act 2016*. This information is to be provided electronically.
- (h) The employer is to provide the union with complete lists of employment separations (consisting of name, job title, work location, award and employment status (permanent/temporary/casual)) to the workplace on a quarterly basis, unless agreed between the employer and union to be on a more regular basis. This information is to be provided electronically.

11.4 Union Delegates

- (a) The Queensland Government acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) Public sector employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

11.5 Industrial Relations Education Leave

- (a) Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (b) Before the employer approves such leave the union must provide the employer information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, the employer must be satisfied that the proposed course is within the terms of clause 11.5(a).
- (c) Employees may be granted up to five working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegated authority) of the Department.
- (d) Additional leave, over and above five working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the Department, the relevant union and the employee.
- (e) Upon request and subject to approval by the chief executive (or delegated authority) of the Department, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and Australian Council of Trade Unions (ACTU) Congress.
- (f) The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the entity/work unit concerned. At the same time such leave shall not be unreasonably refused.
- (g) At the discretion of the chief executive of the Department, public sector employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Ministerial Directive relating to "Special Leave" issued and amended in accordance with the *Public Sector Act 2022*, in relation to special leave without salary. Conditions outlined in this directive that provide for the employees' return to work after unpaid leave will be met.

PART 12 WORKLOAD MANAGEMENT

12.1 Workload Management

- (a) The Queensland Government is committed to working with its employees and the public sector unions to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore entities should ensure safe work environments are not

compromised, and that entity responsibilities under legislation including duty of care to all employees are complied with.

- (b) It is recognised by the employer that unrealistic expectations should not be placed on employees by line management to consistently perform excessive working hours whereby no opportunities arise to utilise accrued time or time off in lieu (TOIL).
- (c) The employer is obliged to consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes. Management at the local level should undertake appropriate consultation with affected employees when implementing organisational initiatives including machinery of government changes that may have an impact on the workloads of affected employees.
- (d) In relation to corporate employees, the department proposes to adopt the Public Sector Commission Workload Management Tool for regional and central offices.
- (e) In addition, the parties agree that the ACC will deal with the issue of workload management. The activities of the ACC in the area of workload management should include, but not be limited to, the following:
 - (i) To undertake research on local workload management issues;
 - (ii) To address specific workload issues referred by staff of work units, union officials and/or management;
 - (iii) To develop expedient processes for referral of workload issues to the ACC;
 - (iv) Based on research, develop strategies to improve immediate and long term workload issues;
 - (v) To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee;
 - (vi) To consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes, and make recommendations to affected workgroups on the management of potential workload issues where appropriate.

12.2 Principles of workload management in schools

- (a) The Department is committed to providing effective work practices that support wellbeing, balance work and personal commitments and a safe work environment.
- (b) Effective workload management requires the following:
 - (i) Understanding that Principals, managers and all employees are accountable for effective workload management;
 - (ii) Recognition that changes occur in workplaces on a daily basis and that Principals and/or managers, as appropriate, are responsible for managing workloads;
 - (iii) Opportunities for employees and the Principal and/or manager to discuss and review workload;
 - (iv) Allocation of workloads that take into account the employee's classification and role description as well as the training, skill knowledge, career and professional development of individual employees;
 - (v) Equitable distribution of workloads and open and transparent decision making;
 - (vi) Taking all reasonable steps to support employees to achieve work outcomes having regard to any risk assessments and appropriate training.

- (c) Issue escalation processes are in place. The LCC is the key mechanism for managing workload issues at the workplace level. Where the matter is unable to be resolved, it may be referred to the ACC.

PART 13 FAIR TREATMENT AT WORK

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

PART 14 INTRODUCTION OF TECHNOLOGY/FUTURE OF WORK

- (a) The parties acknowledge the potential for ‘intensification of work’ through boundaries between work life and home life being blurred as a result of the inclusion or advancement of technology.
- (b) The employer, through the ACC, will consult on proposed technological change or advancements which may affect or impact on employee’s employment.

PART 15 WORK/LIFE BALANCE

- (a) The employer is committed to workplace practices that improve the balance between work and life for all its employees.
- (b) The parties agree that requests by employees to access work-life balance initiatives will be considered. Worklife balance initiatives shall include, but not be limited to:
 - (i) Flexible working arrangements, including telecommuting/working from home and co-working spaces/ distributed work centres;
 - (ii) Secondments and interchanges;
 - (iii) Career breaks;
 - (iv) Transition to retirement.
- (c) The employer acknowledges the employee’s entitlements to request flexible work arrangements in accordance with the *Industrial Relations Act 2016* and its obligations in deciding those requests.

PART 16 TRAINING

16.1 General

- (a) The parties to this Agreement recognise an ongoing commitment to training and development.
- (b) It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives.
- (c) To achieve the desired levels of knowledge and skills there should be an emphasis upon building capability around key occupations through career development, job design, performance development, and workforce planning. The objective of this approach is to improve workforce capability and the Department’s service delivery while enhancing job satisfaction and employees’ professional growth.
- (d) Training and assessment of competencies may be provided in accordance with the PSTP or other accredited programs relevant to Department needs to enable employees to meet the requirements of clause 5.7 of this Agreement.
- (e) The employer acknowledges that reasonable travel time associated with an employee attending training and development opportunities should where practicable be scheduled in paid ordinary work time.
- (f) The employer will pay for continuing professional development (CPD) required in order to maintain qualifications mandatory to the employee’s employment.

(g) Access to assistance under the Department's Study and Research Assistance Scheme (SARAS) policy, to enable employees to obtain skills necessary for career progression will not be unreasonably refused.

16.2 Professional Development – Specific School Support Staff and Employees of Other Educational Facilities

(a) This clause applies to the following employees:

- Business Managers;
- Employees engaged under the Administrative Stream of the *Queensland Public Service Officers and Other Employees Award – State 2015*;
- Science Technicians;
- Employees engaged under the Technical Stream of the *Queensland Public Service Officers and Other Employees Award – State 2015*;
- School Computer Technical Officers;
- Schools Officers;
- Agricultural Assistants;
- Unit Support Officers;
- Support Officers;
- Boat Officers; and
- Marine Program Officers.

(b) School-based employees are entitled to equitable access to the professional development allocations at the school level for learning and development. Professional development training for all school staff will be incorporated into the school professional development plan.

(c) Individual professional development plans will be negotiated and agreed between school support staff and their supervisors in accordance with the Developing Performance Framework to incorporate the following:

- (i) employees will be provided with a minimum of two paid attendance days leave per year (or equivalent time) for the purpose of accessing approved professional development and training programs. Part-time employees will access this at a pro-rata rate;
- (ii) this two day entitlement may be inclusive of mandatory training if identified in the individual's professional development plan;
- (iii) in some areas and at sometimes operational convenience may require release during term time. Adequate travel time will be given for employees in remote and isolated sites. Consideration will be given to delivering alternative modes of training; and
- (iv) training will not be unreasonably withheld or approval unreasonably withdrawn.

16.3 Professional Development – Health Practitioners

(a) The Department will identify the specific professional development needs of Health Practitioners and facilitate appropriate access through leave arrangements and local and regional support. This professional development need may exceed the minimum entitlements below but should not provide a lesser entitlement than that which is provided for Health Practitioners in Education below.

(b) The Department is prepared to recognise an entitlement of a minimum of two days of general professional development time. This time may be taken in blocks of time based around the professional development activity or activities.

(c) In addition, Health Practitioners will be granted a further entitlement of up to three days of professional development for registration and/or continuing professional competency and/or service provision. This entitlement will only be for approved activities.

(d) This time may be taken in blocks of time based around the professional development activity or activities. Parameters which may include guidelines and/or lists, of appropriate professional development for registration and/or continuing professional competency and/or service provision.

- (e) For school-based Health Practitioners, this may comprise professional development activities scheduled during school vacations, but where appropriate approval is obtained and subject to operational needs, the activity may be undertaken during a school term.
- (f) Professional development activities may still be undertaken voluntarily outside rostered duty time during school terms.
- (g) Reasonable travel time in excess of that normally taken by the employee to travel to work will be recognised.

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

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

PART 17 CULTURAL AWARENESS AND LEAVE

- (a) The parties recognise the value of diversity in the workplace and the importance of measures that promote diversity and cultural respect, in particular with regard to Aboriginal and Torres Strait Islander peoples and cultures.
- (b) Employees may access up to five days unpaid cultural leave per year as prescribed at section 51 of the *Industrial Relations Act 2016*. In addition, eligible employees may also access cultural leave:
 - as recreation leave;
 - as unpaid special leave;
 - in lieu of public holidays (where operational circumstances permit);
 - as accrued time leave; or
 - at the required time with such time made up at a later date.
- (c) The employer will report to the ACC about cultural awareness training and activities.

PART 18 WORKPLACE HEALTH, SAFETY AND WELLBEING

18.1 Introduction

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

18.2 Workplace Bullying

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

18.3 Fire Wardens and WHS Representatives

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

18.4 Schools Officers

- (a) The employer is committed to the full implementation of its Infection Control Policy, which includes vaccination procedures for Hepatitis A and B. In acknowledging this policy, the Department will facilitate and pay for the cost of Hepatitis A and B vaccinations for all Schools Officers, upon request.
- (b) It is agreed that should any Schools Officer receive a vaccination and subsequently resign within three months, the employer may, at its discretion, deduct the cost of such vaccination from the Schools Officer's termination pay.
- (c) The employer agrees to the provision of five sets of sun-smart clothing (i.e. sun shirts and pants) to Schools Officers as a minimum. Part time or casual employees are entitled to their provision of sun-smart clothing based on a percentage of their work pattern. To clarify 3 work days per week equals 3 sets of sun smart clothing. Sun-smart clothing is to be replaced on the basis of reasonable wear and tear or once it has reached a condition where the sun safety features have been impaired and not able to provide the necessary level of protection.

18.5 Support for Workers' Mental Health and Wellbeing

- (a) The parties recognise that the workplace plays a vital role in assisting employees affected by mental health issues and commits to:
 - (i) fostering communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support; and
 - (ii) fostering a respectful, empathetic and inclusive work environment to assist and support to employees.
- (b) The employer through the WHS Committee, will identify leader and staff capability needs and implement suitable programs. These programs will raise awareness and build employees' capability to: manage their own mental health and wellbeing; identify and address risks to mental health; and support others experiencing mental health issues. Over the life of this Agreement, the employer will provide mental health first aid training (or similar) to an appropriate number of employees, prioritising existing Health and Safety Representatives and First Aid Officers who express interest.
- (c) The employer acknowledges the specialist skills of Employee Assistance Programs (EAP), in particular specialist skills in supporting persons affected by mental health issues. In addition to the EAP, the employer commits to considering, through the WHS Committee, additional services as required to ensure reasonable and appropriate consideration of cultural, regional and remote needs for employees affected by mental health issues.

18.6 Mechanical Ventilation in Chemical Storage Rooms

A maintenance and inspection of mechanical ventilation in chemical storage rooms and fixed fume cupboards in chemical preparation areas is required to ensure health and safety of employees who access these areas. Inspections will be completed annually and maintained in accordance with relevant legislation. To ensure compliance, the inspections will be added to applicable annual action registers.

PART 19 RURAL AND REMOTE

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

PART 20 SCHOOLS AND STUDENT SUPPORT

20.1 Objectives of the Department of Education Schools and Student Support

- (a) To enhance delivery of educational services that:
 - (i) align to the *Department of Education Strategic Plan 2025-29*;
 - (ii) focus on the core learning priorities (reading, writing, numeracy and science) to ensure all students have solid foundations to effectively engage in the community and provide efficient and high quality services;
 - (iii) improve attendance, retention, attainment and transition of students at key points in their schooling journey; and support initiatives in school-based planning, management and accountability frameworks;
 - (iv) support whole-of-school approaches that effectively target resources to meet the needs of every student;
 - (v) develop more highly skilled employees capable of achieving more effective and efficient arrangements; and
 - (vi) are committed to client service, continual improvement, employee accountability, ongoing learning, team work and team problem solving.
- (b) To implement fair and equitable employment practices.

20.2 Consultative Arrangements and Mechanisms

- (a) Consultative provisions for this Agreement are set out in Part 2 'Consultation'.
- (b) The following sets out further details of consultative arrangements and mechanisms that will be adopted by the parties within the Department.
 - (i) Quality consultation mechanisms are a vital ingredient in progressing the workplace reform agenda, as prescribed in clause 20.5 of the Workplace Reform Initiatives.
 - (ii) The parties are committed to the continuation of appropriate consultative arrangements so that employees are consulted in the initiation, implementation and evaluation of workplace reform initiatives.
 - (iii) The Department's ability to obtain optimum outcomes from workplace reform, including enterprise bargaining, will be significantly influenced by the consultative processes that are established.

- (iv) The geographical and operational diversity of the Department's work units would make it difficult to implement workplace reform or gain employee commitment to workplace reform from one central committee. Recognising the range in the size of schools, local consultative committees are normally established in schools with 20-25 employees or more.
- (v) The Department acknowledges the role of Local Consultative Committees (LCCs) as prescribed in 20.4 Local Consultative Committee and the Education Consultative Committee (ECC) as prescribed in 20.3 Education Consultative Committee are mechanisms to facilitate workplace reform initiatives.
- (vi) The parties are aware that alternative procedures to ensure effective implementation of the Agreement and employee consultation in smaller schools are in place.
- (vii) It is recognised that cooperation and consultation in the development and implementation of change initiatives place obligations, duties and responsibilities on Principals, managers, union officials, delegates or their equivalent.
- (viii) The parties acknowledge that the processes of educational, professional, administrative and organisational change and workplace reform are broader than the specific matters detailed in this Agreement.
- (ix) The parties agree that changes occurring outside of the terms of this Agreement shall be facilitated in a manner that involves timely consultation and discussion of all relevant issues.
- (c) The parties agree to the following guiding / broad principles for consultative arrangements and mechanisms to ensure effectiveness and equity:
 - (i) consultative mechanisms should ensure that, in addition to the parties to this Agreement, there is employee involvement on the initiation, implementation and evaluation of proposals for productivity improvements;
 - (ii) appropriate processes should be in place to consult with employees who are affected by proposed productivity items;
 - (iii) consultative arrangements should encompass all the work areas in the Department;
 - (iv) the composition of consultative forums should take account of representation of the target groups identified in the *Public Sector Act 2022*;
 - (v) consultative arrangements should be subject to review from time to time by the parties and improvements and changes to arrangements made as required and agreed to ensure consultative arrangements operate with maximum efficiency and effectiveness;
 - (vi) a flexible approach should be adopted that seeks to avoid duplication and creation of additional work wherever possible;
 - (vii) a recognition that one approach will not suit every workplace because of the size, location and individual characteristics of each workplace;
 - (viii) a recognition that local level employees are best placed to make decisions that meet local needs;
 - (ix) a recognition that local level changes need to be sustainable in terms of available resources and systemic and local priorities; and
 - (x) a recognition that all employees must be provided with opportunities to contribute to change.
- (d) The Consultative model is as follows:

- (i) The Education Consultative Committee is the peak employer/union body for workplace reform and other significant employee relations issues across a number of Certified Agreements. The committee has a coordinating role with regard to departmental consultation as it relates to state schools.
- (ii) The ECC forms the first of a two-tier consultative structure with the second tier being the network of committees located in various parts of the Department. The committees will be supported by consultative guidelines and checklists for those schools which cannot sustain a formal committee.
- (iii) The intention is to create a consultative model which will allow each departmental employee access to contribute their ideas.

20.3 Education Consultative Committee (ECC)

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

- (b) Composition

- (i) Membership of the ECC will comprise equal representation of management and union nominees.
- (ii) The composition of the ECC will comprise employer representatives of the Department and representatives from the Queensland Teachers' Union of Employees, the Together Queensland, Industrial Union of Employees and the United Workers Union, Industrial Union of Employees, Queensland Branch.

20.4 Local Consultative Committees (LCCs)

- (a) Terms of reference
 - (i) To monitor workplace reform issues, especially Agreement initiatives, and make recommendations to the ECC.
 - (ii) To provide a forum for generation and consideration of local workplace reform initiatives through regular structured meetings.
 - (iii) To endorse local level changes capable of local approval, and to recommend to the ECC changes to be processed through the facilitative provisions.

- (iv) To assume a dispute settling role on workplace reform matters related to this Agreement and to refer to the ECC those issues which cannot be resolved locally.
- (v) To act as an avenue of communication between local employees and the ECC.
- (vi) To develop strategies for encouraging contributions from all staff, including school support staff and employees from target groups identified in the *Public Sector Act 2022*.
- (vii) To contribute to a culture of participative management within the workplace.

(b) Composition

- (i) Membership of LCCs shall comprise equal representation of management and union nominees.
- (ii) LCC membership will include one TQ nominee. Other LCC members in relation to other employee groups not covered by this Agreement, are determined in accordance with the relevant industrial instrument. The total number of LCC members will not be prescribed but shall comprise equal representation of management and union nominees.
- (iii) Decisions of the LCC are to be made by consensus wherever possible.

(c) Operating Principles

- (i) The LCC is to ensure that the views of all staff members and work groups are considered regardless of whether the work group is represented on the LCC.
- (ii) Meetings will be held regularly and timed in a way that minimizes disruption to student learning.
- (iii) Decisions of the LCC are to be made by consensus wherever possible.
- (iv) Decisions of the LCC are to be communicated to all staff.
- (v) All LCC members will be provided with a training package as determined by the ECC.

20.5 Workplace Reform Initiatives

(a) School-Based Management

- (i) The parties are committed to a program of long-term workplace reform which enhances educational outcomes for students. A progressive path towards school-based management, within an established vision and guiding principles, is a central component of the Department's long-term workplace reform agenda. School-based management is a significant workplace reform initiative which enhances the efficiency and effectiveness of school operations in the medium to long term.
- (ii) The underlying basis for progressing school-based management is a recognition that school employees and members of the school community are best positioned to determine management processes and service delivery which best address local requirements and expectations. School based management characterised by collaborative decision-making processes, which result in decisions tailored to enhance management and educational outcomes at the school and are consistent with broad policy parameters and the corporate priorities of the Department.

(b) Principles of School-Based Management

- (i) The parties are committed to a school-based management model which considers and addresses the unique characteristics and requirements of the Department. To achieve this objective the parties agree that the following principles will provide the direction for the Department's approach to school-based management:

- A. school-based management will reinforce the focus on the Department's core business of learning and teaching. School-based management is intended to enhance student educational outcomes;
- B. responsibility for decisions will be moved as close to the point of implementation as possible;
- C. the Department's model of school-based management will recognise the size, location and individual characteristics of schools in determining where functions and responsibilities should reside;
- D. school-based management will be characterised by collaborative decision making. School based management will be a process where careful consideration is given to the most appropriate location of functions and responsibilities. Movement of functions will occur in both directions between schools and central and regional offices, and will reflect a balance between efficiency and responsiveness;
- E. school-based management will occur within a systemic framework; and
- F. school-based management will be accompanied by increased accountability requirements to the community, Department and Government.

(c) Staffing and School-Based Management Model

- (i) The parties acknowledge that flexibility is required at the school level. So as to attain this flexibility, the unions acknowledge that the Department requires the ability to modify or alter local staffing arrangements in accordance with local needs.
- (ii) The parties acknowledge that flexible staffing arrangements will be determined at a local school level and will occur in accordance with the following parameters:
 - A. funds allocated to staff must be used for the employment of staff;
 - B. changes to staffing mix shall only occur in the event of a substantive vacancy;
 - C. any variation to the staffing mix will be subject to all other guarantees being met;
 - D. variations to the staffing mix will only occur following endorsement by the LCC (where an LCC is required) and a majority of staff. Variations must be approved by the Regional Director and submitted to the ECC for approval;
 - E. the parties agree to establish a framework to streamline the ECC approval process; and
 - F. the terms and conditions of all employees shall be in accordance with applicable industrial instruments, directives as issued by the Industrial Relations Minister in accordance with the *Public Sector Act 2022* and directives issued by the Public Sector Commissioner in accordance the *Public Sector Act 2022*. Any new positions shall be subject to job evaluation in accordance with a directive (as amended) relating to recruitment and selection issued by the commission chief executive in accordance with the *Public Sector Act 2022*.

20.6 Facilitative Provisions

(a) Facilitative provisions are necessary to allow for the variation of employment conditions or work practices at the school or workplace in order to meet the objective of this Part. The following procedures shall apply:

- (i) the implementation of changed employment conditions or work practices shall be negotiated between the Principal / supervisors and all employees who would be directly affected in line with consultative mechanisms;
- (ii) employees may be represented by their local union delegate/s and shall have the right to be represented by their union official/s;

- (iii) conditions of employment or work practices provided for in facilitative provisions can only be implemented by agreement;
- (iv) all employees directly affected must be consulted as a group and the relevant union/s notified at least 7 days in advance regarding any proposal;
- (v) in the process of determining to vary work practices or employment conditions, appropriate consideration must be given to the potential impact upon employees with family responsibilities, occupational health and safety issues and on other employee groups:
 - A. in determining the outcome neither party should unreasonably withhold agreement;
 - B. agreement is defined as obtaining the agreement of the majority of employees affected, however it is acknowledged by the parties that consensus should wherever possible be the basis for agreement;
 - C. any such proposal shall be subject to ratification by the ECC prior to implementation; and
 - D. any such agreement reached must be documented and must incorporate a review period. A copy of such agreement must be forwarded to the relevant union/s and the ECC.

(b) Basic employment conditions, such as the normal weekly pay of employees, hours of duty, recreation leave, sick leave, long service leave and other leave entitlements, shift and weekend penalties and authorised overtime cannot be varied by this process.

PART 21 WORKING WITH CHILDREN CHECK – QUEENSLAND’S BLUE CARD SYSTEM

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

PART 22 DISCIPLINARY AND SUSPENSION PROCEDURES

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

APPENDIX 1. SALARY SCHEDULES

Queensland Public Service Officers and Other Employees Award – State 2015							
ADMINISTRATIVE STREAM							
Classification Level	Pay Point	Effective 01/09/2025 (3%)	Effective 01/09/2025 (3%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2027 (2.5%)	Effective 01/09/2027 (2.5%)
		Fortnight	Annualised	Fortnight	Annualised	Fortnight	Annualised
L1	1	\$1,816.50	\$47,391	\$1,861.90	\$48,576	\$1,908.40	\$49,789
	2	\$1,934.50	\$50,470	\$1,982.90	\$51,732	\$2,032.50	\$53,027
	3	\$2,052.90	\$53,559	\$2,104.20	\$54,897	\$2,156.80	\$56,269
L2	1	\$2,359.10	\$61,547	\$2,418.10	\$63,087	\$2,478.60	\$64,665
	2	\$2,418.90	\$63,107	\$2,479.40	\$64,686	\$2,541.40	\$66,303
	3	\$2,479.60	\$64,691	\$2,541.60	\$66,309	\$2,605.10	\$67,965
	4	\$2,542.80	\$66,340	\$2,606.40	\$67,999	\$2,671.60	\$69,700
	5	\$2,603.60	\$67,926	\$2,668.70	\$69,625	\$2,735.40	\$71,365
	6	\$2,665.50	\$69,541	\$2,732.10	\$71,279	\$2,800.40	\$73,060
	7	\$2,734.30	\$71,336	\$2,802.70	\$73,120	\$2,872.80	\$74,949
	8	\$2,810.30	\$73,319	\$2,880.60	\$75,153	\$2,952.60	\$77,031
L3	1	\$2,996.00	\$78,164	\$3,070.90	\$80,118	\$3,147.70	\$82,121
	2	\$3,103.90	\$80,979	\$3,181.50	\$83,003	\$3,261.00	\$85,077
	3	\$3,215.20	\$83,882	\$3,295.60	\$85,980	\$3,378.00	\$88,130
	4	\$3,324.20	\$86,726	\$3,407.30	\$88,894	\$3,492.50	\$91,117
L4	1	\$3,519.30	\$91,816	\$3,607.30	\$94,112	\$3,697.50	\$96,465
	2	\$3,630.60	\$94,720	\$3,721.40	\$97,089	\$3,814.40	\$99,515
	3	\$3,745.40	\$97,715	\$3,839.00	\$100,157	\$3,935.00	\$102,661
	4	\$3,857.90	\$100,650	\$3,954.30	\$103,165	\$4,053.20	\$105,745
L5	1	\$4,056.30	\$105,826	\$4,157.70	\$108,471	\$4,261.60	\$111,182
	2	\$4,172.20	\$108,850	\$4,276.50	\$111,571	\$4,383.40	\$114,360
	3	\$4,286.90	\$111,842	\$4,394.10	\$114,639	\$4,504.00	\$117,506
	4	\$4,400.50	\$114,806	\$4,510.50	\$117,676	\$4,623.30	\$120,619
L6	1	\$4,640.40	\$121,065	\$4,756.40	\$124,091	\$4,875.30	\$127,193
	2	\$4,744.80	\$123,789	\$4,863.40	\$126,883	\$4,985.00	\$130,055
	3	\$4,851.50	\$126,572	\$4,972.80	\$129,737	\$5,097.10	\$132,980
	4	\$4,955.90	\$129,296	\$5,079.80	\$132,528	\$5,206.80	\$135,842
L7	1	\$5,175.00	\$135,012	\$5,304.40	\$138,388	\$5,437.00	\$141,848
	2	\$5,300.30	\$138,281	\$5,432.80	\$141,738	\$5,568.60	\$145,281
	3	\$5,421.80	\$141,451	\$5,557.30	\$144,986	\$5,696.20	\$148,610
	4	\$5,542.20	\$144,592	\$5,680.80	\$148,208	\$5,822.80	\$151,913
L8	1	\$5,722.50	\$149,296	\$5,865.60	\$153,029	\$6,012.20	\$156,854
	2	\$5,834.80	\$152,226	\$5,980.70	\$156,032	\$6,130.20	\$159,933
	3	\$5,940.50	\$154,983	\$6,089.00	\$158,858	\$6,241.20	\$162,829
	4	\$6,048.30	\$157,796	\$6,199.50	\$161,741	\$6,354.50	\$165,784

Queensland Public Service Officers and Other Employees Award – State 2015							
OPERATIONAL STREAM							
Classification Level	Pay Point	Effective 01/09/2025 (3%)	Effective 01/09/2025 (3%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2027 (2.5%)	Effective 01/09/2027 (2.5%)
		Fortnight	Annualised	Fortnight	Annualised	Fortnight	Annualised
L1	1	\$1,604.20	\$41,852	\$1,644.30	\$42,899	\$1,685.40	\$43,971
	2	\$1,745.30	\$45,534	\$1,788.90	\$46,671	\$1,833.60	\$47,837
	3	\$1,863.60	\$48,620	\$1,910.20	\$49,836	\$1,958.00	\$51,083
	4	\$2,005.70	\$52,327	\$2,055.80	\$53,634	\$2,107.20	\$54,975
	5	\$2,122.80	\$55,382	\$2,175.90	\$56,768	\$2,230.30	\$58,187
	6	\$2,265.20	\$59,097	\$2,321.80	\$60,574	\$2,379.80	\$62,087
L2	1	\$2,359.10	\$61,547	\$2,418.10	\$63,087	\$2,478.60	\$64,665
	2	\$2,422.30	\$63,196	\$2,482.90	\$64,777	\$2,545.00	\$66,397
	3	\$2,487.70	\$64,902	\$2,549.90	\$66,525	\$2,613.60	\$68,187
	4	\$2,550.80	\$66,549	\$2,614.60	\$68,213	\$2,680.00	\$69,919
L3	1	\$2,588.60	\$67,535	\$2,653.30	\$69,223	\$2,719.60	\$70,952
	2	\$2,639.20	\$68,855	\$2,705.20	\$70,577	\$2,772.80	\$72,340
	3	\$2,694.30	\$70,292	\$2,761.70	\$72,051	\$2,830.70	\$73,851
	4	\$2,749.30	\$71,727	\$2,818.00	\$73,520	\$2,888.50	\$75,359
L4	1	\$2,860.60	\$74,631	\$2,932.10	\$76,496	\$3,005.40	\$78,409
	2	\$2,950.10	\$76,966	\$3,023.90	\$78,891	\$3,099.50	\$80,864
	3	\$3,043.10	\$79,392	\$3,119.20	\$81,378	\$3,197.20	\$83,413
	4	\$3,130.30	\$81,667	\$3,208.60	\$83,710	\$3,288.80	\$85,802
L5	1	\$3,209.60	\$83,736	\$3,289.80	\$85,829	\$3,372.00	\$87,973
	2	\$3,310.40	\$86,366	\$3,393.20	\$88,526	\$3,478.00	\$90,739
	3	\$3,417.10	\$89,150	\$3,502.50	\$91,378	\$3,590.10	\$93,663
	4	\$3,519.30	\$91,816	\$3,607.30	\$94,112	\$3,697.50	\$96,465
L6	1	\$3,667.30	\$95,677	\$3,759.00	\$98,070	\$3,853.00	\$100,522
	2	\$3,764.90	\$98,224	\$3,859.00	\$100,679	\$3,955.50	\$103,196
	3	\$3,857.90	\$100,650	\$3,954.30	\$103,165	\$4,053.20	\$105,745
L7	1	\$4,038.00	\$105,349	\$4,139.00	\$107,984	\$4,242.50	\$110,684
	2	\$4,131.90	\$107,798	\$4,235.20	\$110,493	\$4,341.10	\$113,256
	3	\$4,228.50	\$110,319	\$4,334.20	\$113,076	\$4,442.60	\$115,904

Queensland Public Service Officers and Other Employees Award – State 2015							
PROFESSIONAL STREAM							
Classification Level	Pay Point	Effective 01/09/2025 (3%)	Effective 01/09/2025 (3%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2027 (2.5%)	Effective 01/09/2027 (2.5%)
		Fortnight	Annualised	Fortnight	Annualised	Fortnight	Annualised
L1	1	\$1,867.00	\$48,709	\$1,913.70	\$49,927	\$1,961.50	\$51,174
	2	\$2,039.10	\$53,199	\$2,090.10	\$54,529	\$2,142.40	\$55,894
	3	\$2,211.20	\$57,689	\$2,266.50	\$59,131	\$2,323.20	\$60,611
	4	\$2,456.80	\$64,096	\$2,518.20	\$65,698	\$2,581.20	\$67,342
	5	\$2,560.00	\$66,789	\$2,624.00	\$68,458	\$2,689.60	\$70,170
	6	\$2,661.00	\$69,424	\$2,727.50	\$71,159	\$2,795.70	\$72,938
	7	\$2,774.60	\$72,387	\$2,844.00	\$74,198	\$2,915.10	\$76,053
L2	1	\$2,992.60	\$78,075	\$3,067.40	\$80,026	\$3,144.10	\$82,027
	2	\$3,150.90	\$82,205	\$3,229.70	\$84,261	\$3,310.40	\$86,366
	3	\$3,310.40	\$86,366	\$3,393.20	\$88,526	\$3,478.00	\$90,739
	4	\$3,474.60	\$90,650	\$3,561.50	\$92,917	\$3,650.50	\$95,239
	5	\$3,636.30	\$94,869	\$3,727.20	\$97,240	\$3,820.40	\$99,672
	6	\$3,795.80	\$99,030	\$3,890.70	\$101,506	\$3,988.00	\$104,044
	7	\$3,981.80	\$103,882	\$4,081.30	\$106,478	\$4,183.30	\$109,139
L3	1	\$4,098.80	\$106,935	\$4,201.30	\$109,609	\$4,306.30	\$112,348
	2	\$4,219.30	\$110,079	\$4,324.80	\$112,831	\$4,432.90	\$115,651
	3	\$4,337.40	\$113,160	\$4,445.80	\$115,988	\$4,556.90	\$118,886
	4	\$4,608.20	\$120,225	\$4,723.40	\$123,230	\$4,841.50	\$126,311
	5	\$4,724.20	\$123,251	\$4,842.30	\$126,332	\$4,963.40	\$129,492
	6	\$4,841.20	\$126,304	\$4,962.20	\$129,460	\$5,086.30	\$132,698
	7	\$4,955.90	\$129,296	\$5,079.80	\$132,528	\$5,206.80	\$135,842
L5	1	\$5,175.00	\$135,012	\$5,304.40	\$138,388	\$5,437.00	\$141,848
	2	\$5,300.30	\$138,281	\$5,432.80	\$141,738	\$5,568.60	\$145,281
	3	\$5,421.80	\$141,451	\$5,557.30	\$144,986	\$5,696.20	\$148,610
	4	\$5,542.20	\$144,592	\$5,680.80	\$148,208	\$5,822.80	\$151,913
	5	\$5,722.50	\$149,296	\$5,865.60	\$153,029	\$6,012.20	\$156,854
	6	\$5,834.80	\$152,226	\$5,980.70	\$156,032	\$6,130.20	\$159,933
	7	\$5,940.50	\$154,983	\$6,089.00	\$158,858	\$6,241.20	\$162,829
L6	1	\$6,048.30	\$157,796	\$6,199.50	\$161,741	\$6,354.50	\$165,784

Queensland Public Service Officers and Other Employees Award – State 2015							
TECHNICAL STREAM							
Classification Level	Pay Point	Effective 01/09/2025 (3%)	Effective 01/09/2025 (3%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2027 (2.5%)	Effective 01/09/2027 (2.5%)
		Fortnight	Annualised	Fortnight	Annualised	Fortnight	Annualised
L1	1	\$1,867.00	\$48,709	\$1,913.70	\$49,927	\$1,961.50	\$51,174
	2	\$2,039.10	\$53,199	\$2,090.10	\$54,529	\$2,142.40	\$55,894
	3	\$2,211.20	\$57,689	\$2,266.50	\$59,131	\$2,323.20	\$60,611
	4	\$2,456.80	\$64,096	\$2,518.20	\$65,698	\$2,581.20	\$67,342
	5	\$2,560.00	\$66,789	\$2,624.00	\$68,458	\$2,689.60	\$70,170
	6	\$2,661.00	\$69,424	\$2,727.50	\$71,159	\$2,795.70	\$72,938
	7	\$2,774.60	\$72,387	\$2,844.00	\$74,198	\$2,915.10	\$76,053
L2	1	\$2,820.60	\$73,587	\$2,891.10	\$75,427	\$2,963.40	\$77,313
	2	\$2,920.40	\$76,191	\$2,993.40	\$78,096	\$3,068.20	\$80,047
	3	\$3,018.90	\$78,761	\$3,094.40	\$80,731	\$3,171.80	\$82,750
	4	\$3,123.40	\$81,487	\$3,201.50	\$83,525	\$3,281.50	\$85,612
	5	\$3,225.40	\$84,148	\$3,306.00	\$86,251	\$3,388.70	\$88,409
	6	\$3,324.20	\$86,726	\$3,407.30	\$88,894	\$3,492.50	\$91,117
	7	\$3,519.30	\$91,816	\$3,607.30	\$94,112	\$3,697.50	\$96,465
L3	1	\$3,608.70	\$94,148	\$3,698.90	\$96,502	\$3,791.40	\$98,915
	2	\$3,702.90	\$96,606	\$3,795.50	\$99,022	\$3,890.40	\$101,498
	3	\$3,795.80	\$99,030	\$3,890.70	\$101,506	\$3,988.00	\$104,044
	4	\$3,981.80	\$103,882	\$4,081.30	\$106,478	\$4,183.30	\$109,139
	5	\$4,104.60	\$107,086	\$4,207.20	\$109,763	\$4,312.40	\$112,507
	6	\$4,228.50	\$110,319	\$4,334.20	\$113,076	\$4,442.60	\$115,904
	7	\$4,400.50	\$114,806	\$4,510.50	\$117,676	\$4,623.30	\$120,619
L5	1	\$4,527.90	\$118,130	\$4,641.10	\$121,083	\$4,757.10	\$124,109
	2	\$4,654.10	\$121,422	\$4,770.50	\$124,459	\$4,889.80	\$127,571
	3	\$4,780.30	\$124,715	\$4,899.80	\$127,832	\$5,022.30	\$131,028
	4	\$4,933.00	\$128,699	\$5,056.30	\$131,915	\$5,182.70	\$135,213
	5	\$5,056.90	\$131,931	\$5,183.30	\$135,229	\$5,312.90	\$138,610
	6	\$5,175.00	\$135,012	\$5,304.40	\$138,388	\$5,437.00	\$141,848

General Employees (Queensland Government Departments) and Other Employees Award – State 2015							
ADMINISTRATIVE STREAM							
Classification Level	Pay Point	Effective 01/09/2025 (3%)	Effective 01/09/2025 (3%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2027 (2.5%)	Effective 01/09/2027 (2.5%)
		Fortnight	Annualised	Fortnight	Annualised	Fortnight	Annualised
L1	1	\$1,887.60	\$49,246	\$1,934.80	\$50,478	\$1,983.20	\$51,740
	2	\$1,981.60	\$51,699	\$2,031.10	\$52,990	\$2,081.90	\$54,315
	3	\$2,099.90	\$54,785	\$2,152.40	\$56,155	\$2,206.20	\$57,558
L2	1	\$2,359.10	\$61,547	\$2,418.10	\$63,087	\$2,478.60	\$64,665
	2	\$2,418.90	\$63,107	\$2,479.40	\$64,686	\$2,541.40	\$66,303
	3	\$2,479.60	\$64,691	\$2,541.60	\$66,309	\$2,605.10	\$67,965
	4	\$2,542.80	\$66,340	\$2,606.40	\$67,999	\$2,671.60	\$69,700
	5	\$2,603.60	\$67,926	\$2,668.70	\$69,625	\$2,735.40	\$71,365
	6	\$2,665.50	\$69,541	\$2,732.10	\$71,279	\$2,800.40	\$73,060
	7	\$2,734.30	\$71,336	\$2,802.70	\$73,120	\$2,872.80	\$74,949
	8	\$2,810.30	\$73,319	\$2,880.60	\$75,153	\$2,952.60	\$77,031
L3	1	\$2,996.00	\$78,164	\$3,070.90	\$80,118	\$3,147.70	\$82,121
	2	\$3,103.90	\$80,979	\$3,181.50	\$83,003	\$3,261.00	\$85,077
	3	\$3,215.20	\$83,882	\$3,295.60	\$85,980	\$3,378.00	\$88,130
	4	\$3,324.20	\$86,726	\$3,407.30	\$88,894	\$3,492.50	\$91,117
L4	1	\$3,519.30	\$91,816	\$3,607.30	\$94,112	\$3,697.50	\$96,465
	2	\$3,630.60	\$94,720	\$3,721.40	\$97,089	\$3,814.40	\$99,515
	3	\$3,745.40	\$97,715	\$3,839.00	\$100,157	\$3,935.00	\$102,661
	4	\$3,857.90	\$100,650	\$3,954.30	\$103,165	\$4,053.20	\$105,745
L5	1	\$4,056.30	\$105,826	\$4,157.70	\$108,471	\$4,261.60	\$111,182
	2	\$4,172.20	\$108,850	\$4,276.50	\$111,571	\$4,383.40	\$114,360
	3	\$4,286.90	\$111,842	\$4,394.10	\$114,639	\$4,504.00	\$117,506
	4	\$4,400.50	\$114,806	\$4,510.50	\$117,676	\$4,623.30	\$120,619
L6	1	\$4,640.40	\$121,065	\$4,756.40	\$124,091	\$4,875.30	\$127,193
	2	\$4,744.80	\$123,789	\$4,863.40	\$126,883	\$4,985.00	\$130,055
	3	\$4,851.50	\$126,572	\$4,972.80	\$129,737	\$5,097.10	\$132,980
	4	\$4,955.90	\$129,296	\$5,079.80	\$132,528	\$5,206.80	\$135,842
L7	1	\$5,175.00	\$135,012	\$5,304.40	\$138,388	\$5,437.00	\$141,848
	2	\$5,300.30	\$138,281	\$5,432.80	\$141,738	\$5,568.60	\$145,281
	3	\$5,421.80	\$141,451	\$5,557.30	\$144,986	\$5,696.20	\$148,610
	4	\$5,542.20	\$144,592	\$5,680.80	\$148,208	\$5,822.80	\$151,913
L8	1	\$5,722.50	\$149,296	\$5,865.60	\$153,029	\$6,012.20	\$156,854
	2	\$5,834.80	\$152,226	\$5,980.70	\$156,032	\$6,130.20	\$159,933
	3	\$5,940.50	\$154,983	\$6,089.00	\$158,858	\$6,241.20	\$162,829
	4	\$6,048.30	\$157,796	\$6,199.50	\$161,741	\$6,354.50	\$165,784

General Employees (Queensland Government Departments) and Other Employees Award – State 2015							
OPERATIONAL STREAM							
Classification Level	Pay Point	Effective 01/09/2025 (3%)	Effective 01/09/2025 (3%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2027 (2.5%)	Effective 01/09/2027 (2.5%)
		Fortnight	Annualised	Fortnight	Annualised	Fortnight	Annualised
L1	1	\$1,675.30	\$43,707	\$1,717.20	\$44,801	\$1,760.10	\$45,920
	2	\$1,793.40	\$46,789	\$1,838.20	\$47,957	\$1,884.20	\$49,157
	3	\$1,934.50	\$50,470	\$1,982.90	\$51,732	\$2,032.50	\$53,027
	4	\$2,052.90	\$53,559	\$2,104.20	\$54,897	\$2,156.80	\$56,269
	5	\$2,193.90	\$57,237	\$2,248.70	\$58,667	\$2,304.90	\$60,133
	6	\$2,312.10	\$60,321	\$2,369.90	\$61,829	\$2,429.10	\$63,374
L2	1	\$2,359.10	\$61,547	\$2,418.10	\$63,087	\$2,478.60	\$64,665
	2	\$2,422.30	\$63,196	\$2,482.90	\$64,777	\$2,545.00	\$66,397
	3	\$2,487.70	\$64,902	\$2,549.90	\$66,525	\$2,613.60	\$68,187
	4	\$2,550.80	\$66,549	\$2,614.60	\$68,213	\$2,680.00	\$69,919
L3	1	\$2,588.60	\$67,535	\$2,653.30	\$69,223	\$2,719.60	\$70,952
	2	\$2,639.20	\$68,855	\$2,705.20	\$70,577	\$2,772.80	\$72,340
	3	\$2,694.30	\$70,292	\$2,761.70	\$72,051	\$2,830.70	\$73,851
	4	\$2,749.30	\$71,727	\$2,818.00	\$73,520	\$2,888.50	\$75,359
L4	1	\$2,860.60	\$74,631	\$2,932.10	\$76,496	\$3,005.40	\$78,409
	2	\$2,950.10	\$76,966	\$3,023.90	\$78,891	\$3,099.50	\$80,864
	3	\$3,043.10	\$79,392	\$3,119.20	\$81,378	\$3,197.20	\$83,413
	4	\$3,130.30	\$81,667	\$3,208.60	\$83,710	\$3,288.80	\$85,802
L5	1	\$3,209.60	\$83,736	\$3,289.80	\$85,829	\$3,372.00	\$87,973
	2	\$3,310.40	\$86,366	\$3,393.20	\$88,526	\$3,478.00	\$90,739
	3	\$3,417.10	\$89,150	\$3,502.50	\$91,378	\$3,590.10	\$93,663
	4	\$3,519.30	\$91,816	\$3,607.30	\$94,112	\$3,697.50	\$96,465
L6	1	\$3,667.30	\$95,677	\$3,759.00	\$98,070	\$3,853.00	\$100,522
	2	\$3,764.90	\$98,224	\$3,859.00	\$100,679	\$3,955.50	\$103,196
	3	\$3,857.90	\$100,650	\$3,954.30	\$103,165	\$4,053.20	\$105,745
L7	1	\$4,038.00	\$105,349	\$4,139.00	\$107,984	\$4,242.50	\$110,684
	2	\$4,131.90	\$107,798	\$4,235.20	\$110,493	\$4,341.10	\$113,256
	3	\$4,228.50	\$110,319	\$4,334.20	\$113,076	\$4,442.60	\$115,904

Teaching in State Education Award 2016							
COMMUNITY EDUCATION COUNSELLORS							
Classification Level	Pay Point	Effective 01/09/2025 (3%)	Effective 01/09/2025 (3%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2027 (2.5%)	Effective 01/09/2027 (2.5%)
		Fortnight	Annualised	Fortnight	Annualised	Fortnight	Annualised
CEC1	1	\$2,455.50	\$64,062	\$2,516.90	\$65,664	\$2,579.80	\$67,305
	2	\$2,555.40	\$66,669	\$2,619.30	\$68,336	\$2,684.80	\$70,045
	3	\$2,658.70	\$69,364	\$2,725.20	\$71,099	\$2,793.30	\$72,875
	4	\$2,732.10	\$71,279	\$2,800.40	\$73,060	\$2,870.40	\$74,887
	5	\$2,805.50	\$73,194	\$2,875.60	\$75,022	\$2,947.50	\$76,898
CEC2	1	\$2,915.60	\$76,066	\$2,988.50	\$77,968	\$3,063.20	\$79,917
	2	\$3,014.40	\$78,644	\$3,089.80	\$80,611	\$3,167.00	\$82,625
	3	\$3,120.00	\$81,399	\$3,198.00	\$83,434	\$3,278.00	\$85,521
	4	\$3,224.40	\$84,122	\$3,305.00	\$86,225	\$3,387.60	\$88,380
	5	\$3,328.80	\$86,846	\$3,412.00	\$89,017	\$3,497.30	\$91,242
CEC3	1	\$3,522.70	\$91,905	\$3,610.80	\$94,203	\$3,701.10	\$96,559
	2	\$3,621.40	\$94,480	\$3,711.90	\$96,841	\$3,804.70	\$99,262
	3	\$3,712.10	\$96,846	\$3,804.90	\$99,267	\$3,900.00	\$101,748
	4	\$3,808.50	\$99,361	\$3,903.70	\$101,845	\$4,001.30	\$104,391
CEC4	1	\$4,078.10	\$106,395	\$4,180.10	\$109,056	\$4,284.60	\$111,782
	2	\$4,195.10	\$109,447	\$4,300.00	\$112,184	\$4,407.50	\$114,989
	3	\$4,311.10	\$112,474	\$4,418.90	\$115,286	\$4,529.40	\$118,169
	4	\$4,429.30	\$115,557	\$4,540.00	\$118,445	\$4,653.50	\$121,407

Queensland Public Service Officers and Other Employees Award – State 2015							
HEALTH PRACTITIONER STREAM							
Classification Level	Pay Point	Effective 01/09/2025 (3%)	Effective 01/09/2025 (3%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2026 (2.5%)	Effective 01/09/2027 (2.5%)	Effective 01/09/2027 (2.5%)
		Fortnight	Annualised	Fortnight	Annualised	Fortnight	Annualised
HP3	0	\$3,120.90	\$81,422	\$3,198.90	\$83,457	\$3,278.90	\$85,544
	1	\$3,419.30	\$89,207	\$3,504.80	\$91,438	\$3,592.40	\$93,723
	2	\$3,624.80	\$94,568	\$3,715.40	\$96,932	\$3,808.30	\$99,356
	3	\$3,861.40	\$100,741	\$3,957.90	\$103,259	\$4,056.80	\$105,839
	4	\$4,011.10	\$104,647	\$4,111.40	\$107,264	\$4,214.20	\$109,946
	5	\$4,190.70	\$109,332	\$4,295.50	\$112,067	\$4,402.90	\$114,869
	6	\$4,370.00	\$114,010	\$4,479.30	\$116,862	\$4,591.30	\$119,784
	7	\$4,587.10	\$119,674	\$4,701.80	\$122,667	\$4,819.30	\$125,732
	8*	\$4,730.60	\$123,418	\$4,848.90	\$126,504	\$4,970.10	\$129,666
HP4	1	\$5,060.10	\$132,014	\$5,186.60	\$135,315	\$5,316.30	\$138,699
	2	\$5,165.70	\$134,769	\$5,294.80	\$138,138	\$5,427.20	\$141,592
	3	\$5,300.60	\$138,289	\$5,433.10	\$141,746	\$5,568.90	\$145,289
	4	\$5,445.00	\$142,056	\$5,581.10	\$145,607	\$5,720.60	\$149,246
HP5	1	\$5,724.20	\$149,340	\$5,867.30	\$153,074	\$6,014.00	\$156,901
	2	\$5,972.90	\$155,829	\$6,122.20	\$159,724	\$6,275.30	\$163,718
HP6	1	\$6,377.60	\$166,387	\$6,537.00	\$170,546	\$6,700.40	\$174,809
	2	\$6,601.70	\$172,234	\$6,766.70	\$176,538	\$6,935.90	\$180,953

*Grandparented increment point – refer to clause 10.4(b) of this Agreement. HP3.8 as an increment pay point is only available to grandparented Health Practitioners.

APPENDIX 2. LOCALITY ALLOWANCE AREAS

LOCAL AUTHORITIES AS AT 1997

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

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

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

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

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

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

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

APPENDIX 3. AUSTRALIAN QUALIFICATIONS FRAMEWORK

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

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

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

Why is the AQF important?

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

What are the key objectives of the AQF?

The AQF:

- provides nationally consistent recognition of outcomes achieved in post-compulsory education;

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

APPENDIX 4. QUEENSLAND GOVERNMENT COMMITMENT TO UNION ENCOURAGEMENT

The Queensland Government has made a commitment to encourage union membership among its employees.

As part of this commitment the Government will:

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

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

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

APPENDIX 5. EMPLOYMENT SECURITY POLICY

1. Introduction:

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

The Government is committed to maximum employment¹ security for permanent government employees (as outlined in section 2 - Application) by developing and maintaining a responsive, impartial and efficient government workforce as the preferred provider of existing services to Government and the community. The workforce's commitment to continue working towards achievement of best practice performance levels makes this commitment possible.

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

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

2. Application:

This policy applies to all permanent employees of Queensland Government agencies (including departments, public service offices, statutory authorities and other government entities as defined under the *Public Service Act 2008*). This policy does not apply to government employees who are subject to disciplinary action which would otherwise result in termination of employment, or who are not participating in reasonable opportunities for retraining, deployment or redeployment.

3. Authority:

This policy was approved by Cabinet on 6 July 2020.

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

4. Policy:

4.1 Permanent Employment

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

4.2 Organisational change and restructuring

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

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

- a. that will significantly impact on the government workforce (e.g. significant job reductions, deployment to new locations, alternative service delivery arrangements, etc). The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within agencies, and ordinarily organisational restructuring should not result in large scale "spilling" of jobs.
- b. that will have major social and economic implications, particularly in regional and rural centres where the government is committed to maintaining government employment. Proposals affecting these centres need to carefully evaluate the impact on communities to ensure that short-term efficiency gains are balanced against the long-term social and economic needs of these communities.

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

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

4.3 Employees affected by organisational change

The government undertakes that tenured government employees will not be forced into unemployment as a result of organisational change, other than in exceptional circumstances. Government employees affected by performance improvement initiatives or organisational change will be offered maximum employment opportunities within the government, including retraining, deployment, and redeployment. Only after these avenues have been explored will voluntary early retirement be considered.

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

4.4 Consultation

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

APPENDIX 6. QUEENSLAND GOVERNMENT POLICY ON THE CONTRACTING-OUT OF SERVICES

1. Application

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

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

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

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

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

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

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

2. Authority

This policy was released on 16 January 2016.

3. Policy

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

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

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

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

1 This policy should be read in conjunction with applicable industrial instruments.

- why the service cannot continue to be delivered by Government agencies;
- the impact on the Government workforce;

- how the proposed initiative will improve Government service delivery;
- any social and/or economic impact on the Queensland community;
- the impact on regional and rural communities, where relevant, particularly in regard to maintenance of public employment in regional and rural Queensland;
- the impact on future competitive tendering in a market where the Government will have no capacity to bid;
- communication and consultation strategies, including managing the impact on the tenured Government workforce, and workforce transition plans for deployment, redeployment and retraining; and
- the cost implications for Government.

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

- If, after full consultation with employees and relevant unions, employees are to be affected by the necessity to contract-out services, the Government agency should:
 - ensure that effort is directed towards assisting employees to take up employment with the contractor; and/or
 - ensure that employees are given the maximum opportunity to accept deployment and redeployment.

3.2 Services currently contracted-out

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

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

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

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

3.3 New services

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

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

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

3.4 Services in replacement facilities

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

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

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

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

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

3.5 Implementing the Policy on the Contracting-Out of Services

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

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

APPENDIX 7. GENERIC LEVEL STATEMENTS

Generic Level Statements - Health Practitioners

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

Clinical Stream comprises a number of roles:

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

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

Health Practitioner Three (HP 3)

Clinical

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

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

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

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

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

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

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

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

Health Practitioner Four (HP 4)

Clinical

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

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

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

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

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

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

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

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

Management (Clinical)

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

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

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

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

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

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

Health Practitioner Five (HP5)

Clinical

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

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

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

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

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

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

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

Management (Clinical)

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

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

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

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

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

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

Health Practitioner Six (HP 6)

Clinical

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

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

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

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

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

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

Primary research roles at this level require obtainment of:

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

Management (Clinical)

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

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

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

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

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

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

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

APPENDIX 8. SCIENCE TECHNICIANS

1.1 APPLICATION

These arrangements are for Science Technician employees who do not hold a diploma qualification (or equivalent) and who, prior to the certification of the *Department of Education Certified Agreement 2019*, were classified at OO4 or were subject to a red-circling arrangement arising under the *State Government Departments Certified Agreement 2006*.

- (a) Employees will be appointed to the relevant TO1 level, but paid a salary equivalent to the salary for the relevant TO classification and pay point in the table below, so as to ensure that they are not disadvantaged by the transition.
- (b) Adjustments in accordance with clause 5.1(a) will apply to the relevant TO classification and pay point that is being paid to the employee.
- (c) Employees will not be eligible to progress to TO2, until they have achieved the required diploma qualification (or equivalent).
- (d) On obtaining the diploma qualification (or equivalent), employees will be entitled to increment within the TO2 level once they have completed the period of service required to achieve their current salary level as provided in the below table.

OO4 Science Operations Officers without a Diploma Qualification or Red Circle Arrangement Employees

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

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

APPENDIX 9. OFFICE OF INDUSTRIAL RELATIONS

1. The provisions of this Agreement apply to staff of the Office of Industrial Relations (OIR) only to the extent specified in this Appendix.
- 1.1. Subject to any agreement reached in accordance with Clause 3 of this Appendix, the following parts and clauses apply to staff of OIR:

Clause number	Clause title and conditions
Part 1	Preliminary
Part 3 – Clause 3.1	Dispute Resolution
Part 4	Salaries and Superannuation Clause 4.2(b) is varied such that a person who is not a <i>current employee</i> will become eligible for the CUA only when they provide the relevant information as required by the Office of Industrial Relations to HR@oir.qld.gov.au confirming the information required under clause 4.2(b)(i)-(iii).
Part 5 - Clause 5.2	Locality Allowances
Part 5 - Clause 5.7	Recognition of Accredited Qualifications – Australian Qualifications Framework (AQF)
Part 6 – Clauses 6.1 to 6.4	Hours of Work
Part 7 – Clauses 7.1 to 7.5	Employment Security and Permanent Employment
Part 8	Leave
Part 9 – Clause 9.11	Fair Career Paths – General Provisions
Part 11	Industrial Relations
Part 12.1 – Clauses (a) – (c)	Workload management
Part 13	Fair Treatment at Work
Part 14	Introduction of Technology/Future of Work
Part 15	Work / Life Balance
Part 16 – Clause 16.1	Training (General)
Part 17	Cultural Awareness and Leave
Part 19	Rural and Remote
Appendix 1	Salary Schedules
Appendix 2	Locality Allowance Areas
Appendix 3	Australian Qualifications Framework
Appendix 4	Queensland Government Commitment to Union Encouragement
Appendix 5	Employment Security Policy

Clause number	Clause title and conditions
Appendix 6	Queensland Government Policy on the Contracting-Out of Services

1.2. Inconsistency

- (a) For the avoidance of doubt where there is any inconsistency between the clause number and clause title, the clause title and conditions shall be used to determine application to OIR staff.

2. OIR specific provisions

2.1. Consultation

- (a) The parties agree that employees should be consulted about decisions which may affect their employment or welfare, and that meaningful consultation with affected employees leads to improved organisational outcomes.
- (b) In recognition of clause 2.1(a) OIR will have a joint union/employer Consultative Committee (CC). The CC will be used to facilitate consultation on a broad range of issues. Local arrangements about workplace consultation and appropriate attendees at the CC should occur by agreement. The issues for workplace consultation may include but are not limited to discussion of matters arising from this Agreement such as:
 - i. Workload Management (clause 12.1);
 - ii. Organisational Change and Restructuring (clause 7.5);
 - iii. Training (clause 16.1);
 - iv. Union Encouragement (clause 11.3);
 - v. Work/Life Balance (Part 15);
 - vi. Organisational matters such as the review of, changes to or introduction of new workforce management policies;
 - vii. Fair Career Paths (clause 9.1);
 - viii. Equal Remuneration (clause 4.6); and
 - ix. Cultural Awareness and Leave (Part 17).
- (c) The CC may agree to establish standing committees, sub-committees, or other additional consultative structures (such as Local Consultative Committees and Regional Consultative Committees subject to employer agreement) with agreed terms of reference/operating principles including ensuring equitable local and regional TQ delegate representation in consultative forums.
- (d) OIR and TQ will work together to maintain a consultation framework for the conduct of consultation within the entity. The consultation framework will include the organisational structure of the entity, the different parties that should be involved in consultative processes, and the interaction between various consultative mechanisms. OIR will provide to TQ, the following data - employee name, job title, work location (including floor level where possible), anticipated effect of any organisational change, rationale for change and potential timeframes) where relevant.
- (e) OIR commits, where possible, to collect data about temporary engagements with a view to reporting to the CC on a quarterly basis about the number of temporary engagements and the categories of reasons for those engagements such as, 'backfilling' and 'project role'.
- (f) This Agreement, through various provisions, allocates a number of roles and responsibilities to the CCs which OIR will ensure occur in accordance with the provisions of this Agreement and the Terms of Reference template for CCs. The parties to this Agreement agree to review and update (if required) the Terms of Reference template for the CC within six months of the date of operation of this Agreement.

2.2. Workplace Health, Safety and Wellbeing

(a) Introduction

- i. The parties are committed to promoting healthy and safe practices through workplace strategies and processes aimed at improving efficiency and productivity. This will be accomplished by a comprehensive approach consistent with the OIR's Health, Safety and Wellbeing policies and procedures, including:
 - A. A zero-tolerance stance towards workplace abuse and violence, and active support for employees; and
 - B. Mandatory training in use and storage of chemicals for relevant employees.

(b) Workplace Bullying

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

(c) Fire Wardens and WHS Representatives

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

(d) Support for Workers' Mental Health and Wellbeing

- i. The parties recognise that the workplace plays a vital role in assisting employees affected by mental health issues and commits to:
 - A. fostering communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support; and
 - B. fostering a respectful, empathetic and inclusive work environment to assist and support to employees.
- ii. The employer, through the WHS Committee, will implement a suitable program to provide mental health first aid training or similar to an appropriate number of employees, over the life of this Agreement, prioritising training for existing Health and Safety Representatives and First Aid Officers who express an interest.
- ii. The employer acknowledges the specialist skills of Employee Assistance Programs (EAP), in particular specialist skills in supporting persons affected by mental health issues. In addition to the EAP, the employer commits to considering, through the WHS Committee, additional services as required to ensure reasonable and appropriate consideration of cultural, regional and remote needs for employees affected by mental health issues.

2.3. Work Related Violence and Aggression

- (a) OIR has a 'zero tolerance' approach to work related violence and aggression. The health, safety and wellbeing of our workforce is of utmost importance, and our employees have a right to feel safe at work. OIR will not tolerate any form of violent or aggressive behaviour from members of the public towards our staff.
- (b) OIR is committed to providing our workforce with a safe working environment by requiring staff to register incidents, providing timely investigation of incidents, reporting on work-related violence with transparency, and taking steps to prevent the occurrence of work related violence and aggression.
- (c) During the life of this Agreement and in consultation with the union, OIR will continue to review, refine and implement procedures for dealing with work related violence and aggression against employees. The parties recognise that incidents of work related violence and aggression may extend to communication through:
 - i. email, text messaging, social media; and/or

- ii. vexatious complaints made against the employee.
- (d) The procedures will include, but are not limited to:
 - iii. Duties of all managers and employees;
 - iv. Measures taken by OIR to identify, assess risk and implement controls to address incidents of work related violence and aggression;
 - v. A consistent reporting mechanism for employees and/or their managers to report all instances of work related violence and aggression;
 - vi. The reporting mechanism will include provision of information relating to:
 - A. date of the incident;
 - B. details of the incident, including how the incident occurred, any threats or injuries to OIR employees, and what actions were taken at the time to ensure employee safety;
 - C. persons involved in the incident, including any witnesses;
 - D. whether the employee is aware of any previous, similar incidents or incidents involving the same perpetrators.
 - vii. An outline of how reports relating to incidents of work related violence and aggression will be managed and investigated, including but not limited to:
 - A. obligations of managers when reports of incidents are received;
 - B. process for providing information to affected employees;
 - C. the process for investigation and resolution of reports relating to incidents of work related violence and aggression to be undertaken following receipt of a report, including but not limited to:
 - D. support to be provided to affected employees;
 - E. the incident investigation process and timeframes;
 - F. methods for identifying patterns or trends in incidents of work related violence and aggression;
 - G. outcomes of investigations and any recommendations arising from the investigation;
 - H. timeframes for implementation of recommendations.
 - viii. The requirement for a register/database/record to be kept of all incidents of work related violence and aggression and the outcome of the investigations, including all information referred to in clauses (iii) and (iv) above;
 - ix. Ensuring due diligence in implementing a zero-tolerance approach to work related violence and aggression by considering steps within the complaints management process to identify any complaints that could be vexatious in nature and include these in the incident reporting register;
 - x. On a quarterly basis, a report on the number of recorded incidents, status of investigations, identified risks, trends, actions taken to address incidents of work related violence and aggression and any steps taken to reduce risk, including implementation of recommendations will be presented to the joint union/employer Consultative Committee.
- (e) The work related violence and aggression procedure may not be amended or withdrawn by OIR without agreement with the union and employees.

2.4. Inspector Career Guides and Pathways

- (a) OIR will continue to progress the development and review of Inspector Career Guides and Pathways in consultation with Together Union, as ongoing program of work, including a focus on skills maintenance and post-induction technical training.

3. Transition to the State Government Entities Certified Agreement (Core)

- 3.1. OIR and TQ commit to exploring the option of transitioning employees in the Office of Industrial Relations from being covered by this Agreement to instead be covered by the successor instrument to the *State Government Entities Certified Agreement 2023*.
- 3.2. Nothing in this clause binds either party, or the employees, to agree to transitioning the employees in the Office of Industrial Relations from being covered by this Agreement to be covered by the successor instrument to the *State Government Entities Certified Agreement 2023*.

SIGNATORIES:

Signed for and on behalf of the Department of Education:

Sharon Schimming

Director-General

Department of Education

Date:

In the presence of: _____

John Sosso

Director-General

Department of State Development, Infrastructure and Planning

Date:

In the presence of: _____

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

Alex Scott

Secretary

Together Queensland, Industrial Union of Employees.

Date:

In the presence of: _____