

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 — s 193 — certification of an agreement

Office of the Queensland Ombudsman

AND

Together Queensland, Industrial Union of Employees

(Matter No. CB/2026/26)

**OFFICE OF THE QUEENSLAND OMBUDSMAN CERTIFIED AGREEMENT
2025**

Certificate of Approval

On 10 April 2026 the Commission certified the attached written Agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **OFFICE OF THE QUEENSLAND OMBUDSMAN CERTIFIED AGREEMENT 2025**

Parties to the Agreement:

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

Operative Date: 10 April 2026

Nominal Expiry Date: 31 October 2028

Previous Agreements: *Office of the Queensland Ombudsman Certified Agreement 2022*

Termination Date of Previous Agreement: 10 April 2026

By the Commission

R.D.H. McLennan
Industrial Commissioner
10 April 2026

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

Queensland Ombudsman AND Together Queensland Industrial Union of Employees

OFFICE OF THE QUEENSLAND OMBUDSMAN CERTIFIED AGREEMENT

This AGREEMENT, having been made under the *Industrial Relations Act 2016* on 10 April 2026, between the Queensland Ombudsman and Together Queensland Industrial Union of Employees, witnesses that the parties mutually agree as follows:

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PART 1: APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the Office of the Queensland Ombudsman – Certified Agreement 2025.

1.2 Application

- (1) This Agreement shall apply to Together Queensland, Industrial Union of Employees (“the Union”), the Office of the Queensland Ombudsman (“the Employer”) and persons employed by the Office of the Queensland Ombudsman under the *Ombudsman Act 2001* (“Employees”).
- (2) The following persons are not covered by this Agreement:
 - (a) the Queensland Ombudsman;
 - (b) Senior Executives and Senior Officers (or their equivalents) engaged under the *Ombudsman Act 2001*.
- (3) Notwithstanding clause 1.2(1), this Agreement will no longer have application where both parties agree that the successor instrument to the *State Government Entities Certified Agreement 2023* will apply to employees, including on the terms, and that instrument applies to them.

1.3 Operation of this Agreement

- (1) This Agreement operates from the date of certification and has a nominal expiry date of 31 October 2028.
- (2) In the event agreement is reached in accordance with 1.2(3), the nominal expiry for this agreement will be 30 June 2026.
- (3) For the purposes 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 to by the parties.

1.4 Posting of Agreement

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

1.5 Relationship to Awards and Industrial Instruments

- (1) This Agreement is to be read in conjunction with awards and industrial instruments applying to employees covered by this Agreement. In the event of any inconsistency with these awards and industrial instruments, the terms of this Agreement shall take precedence. The award that applies to employees covered by this agreement is the MEA Award, noting that Appendix 3 of this Agreement identifies provisions of the QPSOOE Award that are applied to employees as a term of this Agreement.
- (2) The conditions of service or terms of employment provided for under section 76 and section 78 of the *Ombudsman Act 2001*, shall continue to apply. In the event of any inconsistency with the conditions of service or terms of employment, the terms of this Agreement will take precedence.

1.6 Replacement Agreement

- (1) This agreement replaces the *Office of the Queensland Ombudsman Certified Agreement 2022* when this Agreement is certified.
- (2) The parties agree to terminate this *Office of the Queensland Ombudsman Certified Agreement 2022* when this Agreement is certified.

- (3) The Office of Queensland Ombudsman and Together Queensland commit to exploring future coverage for Office of the Queensland Ombudsman employees under the successor instrument to the *State Government Entities Certified Agreement 2023* during the life of this Agreement.
- (4) Nothing in this clause binds either party, or the employees, to agree to transitioning the employees from being covered by this Agreement to be covered by the successor instrument to the *State Government Entities Certified Agreement 2023*.
- (5) This Agreement shall be terminated where employees are covered under the successor instrument to the *State Government Entities Certified Agreement 2023* as provided for in 1.2(3), or the making of a replacement agreement, or arbitration determination in relation to the employees covered by this Agreement, unless agreed by the parties.

1.7 Objectives of this Agreement

The Office provides services that affect the daily lives of Queenslanders. The Office is committed to delivering quality services to Queenslanders. The Office will continue to give the people of Queensland a timely, effective, independent and just way of having administrative actions of agencies investigated; improve the quality of decision-making, administrative practices and procedures; oversee the system of public interest disclosures; and improve detention services.

1.8 Equity Considerations

- (1) This Agreement will achieve the principal objects specified in sections 4(i), 4(j), 4(k), 4(l), 4(m) and 4(r) of the *Industrial Relations Act 2016*. We will respect and value the diversity of our employees through helping to prevent and eliminate discrimination.
- (2) In addition, the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect, that would contravene the *Anti-Discrimination Act 1991* and the *Human Rights Act 2019*.

1.9 Definitions and Abbreviations

Australian Qualifications Framework (AQF) means the national system of recognition for the issue of vocational qualifications. The AQF is set out in Appendix 2

Conditions of Service means the Conditions of Service of Officers of the Office of the Queensland Ombudsman 2020 approved by the Governor in Council as provided for under section 76 of the *Ombudsman Act 2001*.

Employee means Officers as provided for under section 76 of the *Ombudsman Act 2001* and Temporary and casual staff as provided for by section 78 of the *Ombudsman Act 2001*

MAE Award means the Miscellaneous Administrative Employees Award – State 2016

QPSOOE Award means the Queensland Public Service Officers and Other Employees Award – State 2015

JCC means the Joint Consultative Committee

Office means Office of the Queensland Ombudsman.

PART 2: WAGES AND OTHER CONDITIONS

2.1 Wage Increases

- (1) This Agreement provides for the following wage increases:
 - (a) For agreement year 1, an increase of 3% effective from 1 November 2025 and paid on the *applicable rate* at 31 October 2025.
 - (b) For agreement year 2, an increase of 2.5% effective from 1 November 2026 and paid on the *preceding agreement rate*.
 - (c) For agreement year 3, an increase of 2.5% effective from 1 November 2027 and paid on the *preceding agreement rate*.

- (2) In addition, where the *Brisbane CPI figure* exceeds the relevant wage increase provided at 2.1(1) during the corresponding *CUA period*, a CPI Uplift Adjustment ('CUA') will be triggered as outlined below.
- (a) For *CUA period 1*:
- i. a *CUA is triggered* when the March 2026 *Brisbane CPI figure* exceeds the 3% wage increase at 2.1(1)(a);
 - ii. 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%.
- (b) For *CUA period 2*:
- i. a *CUA is triggered* where the March 2027 *Brisbane CPI figure* exceeds the 2.5% wage increase at 2.1(1)(b);
 - ii. 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%.
- (c) For *CUA period 3*:
- i. a *CUA is triggered* where the March 2028 *Brisbane CPI figure* exceeds the 2.5% wage increase at 2.1(1)(c);
 - ii. 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%.
- (3) 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.

Eligibility

- (4) To be eligible for the above wage increases, it is a requirement that:
- (a) A person must be employed under this agreement on or after certification to be entitled to any wage increase 2.1(1) and 2.1(2) above; and
- (b) If a *CUA is triggered* in any agreement year, a *current employee* will be eligible for the CUA:
- i. Where the CUA is triggered pursuant to 2.1(2)(a), provided the employee was employed under this agreement during *CUA period 1*.
 - ii. Where the CUA is triggered pursuant to 2.1(2)(b), provided the employee was employed under this agreement during *CUA period 2*.
 - iii. Where the CUA is triggered pursuant to 2.1(2)(c), provided the employee was employed under this agreement during *CUA period 3*.
- (c) Despite 2.1(4)(b), 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 Office's payroll provider to the Office's Human Resources Team confirming that:
- i. Where the *CUA is triggered* pursuant to 2.1(2)(a), the person was employed under this agreement during *CUA period 1*.
 - ii. Where the *CUA is triggered* pursuant to 2.1(2)(b), the person was employed under this agreement during *CUA period 2*.
 - iii. Where the *CUA is triggered* pursuant to 2.1(2)(c), the person was employed under this agreement during *CUA period 3*.

Payment of the CUA

- (5) The *CUA entitlement crystallises*, and therefore is payable where:
- (a) The *CUA is triggered* for a CUA period; and
 - i. The employee eligibility requirements at 2.1(4)(a)-(b) are met; or
 - ii. The relevant information set out in 2.1(4)(c) is provided.
 - (6) Where the CUA entitlement crystallises:
 - (a) For *CUA period 1* payment will apply as if it had formed part of the increase at 2.1(1)(a).
 - (b) For *CUA period 2* payment will apply as if it had formed part of the increase at 2.1(1)(b).
 - (c) For *CUA period 3* payment will apply as if it had formed part of the increase at 2.1(1)(c).
 - (7) Payment will be made no later than the pay period that is 2 months after the *CUA entitlement crystallises*.
 - (8) 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.

Salary Schedule and Other Financial Elements

- (9) The salary schedules at Appendix 1 reflect the wage increases provided for at 2.1(1).
- (10) 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 2.1(1) and (if applicable) 2.1(6).
- (11) Any allowances and/or other financial elements that increase pursuant to 2.1(1), will also increase and compound in accordance with the CUA if the *CUA entitlement crystallises*.
- (12) Where the *CUA entitlement crystallises* in any agreement year, the Office of the Queensland Ombudsman will publish updated rates reflecting this on a public facing website.

Definitions

Applicable rate - means the higher of the final rate under the *Office of the Queensland Ombudsman Certified Agreement 2022* or the relevant parent award rate at the nominal expiry date of the *Office of the Queensland Ombudsman Certified Agreement 2022*.

Brisbane CPI figure - means the relevant through the year March CPI outcome (All Groups Brisbane) as published by the Australian Bureau of Statistics (ABS).

CUA is triggered - means

- When, for *CUA period 1*, the March 2026 *Brisbane CPI figure* published by the ABS exceeds the wage increase of 3%
- When, for *CUA period 2*, the March 2027 *Brisbane CPI figure* published by the ABS exceeds the wage increase of 2.5%
- When, for *CUA period 3*, the March 2028 *Brisbane CPI figure* published by the ABS exceeds the wage increase of 2.5%.

CUA entitlement crystallises - means that

- the *CUA is triggered* for a particular *CUA period* in accordance with 2.1(2); and
- the employee eligibility requirements outlined in 2.1(4)(a)-(b) are met; or
- the information provided in the exceptions at 2.1(4)(c) is provided.

CUA period - means:

- For *CUA period 1* – on or after certification of this agreement and between 1 November 2025 to 31 October 2026; or
- For *CUA period 2* – on or after certification of this agreement and between 1 November 2026 to 31 October 2027; or
- For *CUA period 3* – on or after certification of this agreement and between 1 November 2027 to 31 October 2028.

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*.

Preceding agreement rate - means:

- For Agreement Year 2, the relevant agreement rate of pay for Agreement Year 1 reflecting the increase at 2.1(1)(a) and any increase at 2.1(6)(a) where the *CUA entitlement crystallises*.
- For Agreement Year 3, the relevant agreement rate of pay for Agreement Year 2 reflecting the increase at 2.1(1)(b) and any increase at 2.1(6)(b) where the *CUA entitlement crystallises*.

2.2 Legislative Provisions, Directives and QPSOOE Award Provisions that apply as a term of this Agreement

The provisions of the QPSOOE Award listed in Appendix 3 and the legislative provisions and directives listed in Appendix 4 are applied as a term of this Agreement.

2.3 No Loss of Show Day

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

2.4 Annual Leave loading payment

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

2.5 No Further Claims

- (1) This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment, whether dealt with in this Agreement or not.
- (2) It is agreed that the following changes may be made to employees' rights and entitlements during the life of this Agreement:
 - (a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
 - (b) any improvements in conditions that are determined on a whole-of-government basis;
 - (c) reclassifications.
- (3) It is agreed that any increase in monetary amounts or other entitlements as a result of the Queensland Industrial Relations Commission decisions, applicable government policy or Directives listed in Appendix 4 will be applied.
- (4) Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in awards, agreements, human resources policies, and Queensland

Government Directives at the date this Agreement was made, will not be reduced for the life of this Agreement.

- (5) Where a Directive applied pursuant to Appendix 4 to this Agreement is repealed pursuant to the *Public Sector Act 2022*, and subsequently a new or replacement Directive is issued which deals with substantially the same subject matter, the new or replacement Directive will be taken to apply.
- (6) Nothing under this clause will prevent the parties from reaching agreement for employees covered by this agreement to be covered by the successor instrument to the *State Government Entities Certified Agreement 2023* pursuant to clause 1.2(3) of this Agreement.

2.6 Improving Gender Equity

- (1) The parties acknowledge the benefits of flexibility in the workplace and the employer is committed to supporting flexibility and gender equity in accordance with its legislative obligations.
- (2) The parties agree that cultural change is necessary to ensure flexible work arrangements are not perceived to be gender related and do not result in unintended consequences.
- (3) The parties are committed to driving cultural change with specific emphasis on the promotion of and availability of flexibility measures for all employees irrespective of gender.
- (4) The employer confirms its commitment to supporting women in the workplace and recognises the importance of gender pay equity as outlined in clause 2.7 of this Agreement.
- (5) The parties further acknowledge that this Agreement includes a number of commitments and actions which contribute to closing the gender pay gap and removing barriers to full and equal participation of women in the workplace (for example the following clauses in this Agreement: 1.8, Part 3, Part 4 including the changes made to the AQF remuneration arrangements in this Agreement, Part 9 (3)(h), Part 17, and Part 18 of this Agreement).

2.7 Equal Remuneration Under this Agreement

- (1) 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.
- (2) 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:
 - (a) where applicable, utilising the Queensland Public Sector Job Evaluation Management System (JEMS) to determine the work value and appropriate classification level and/or remuneration;
 - (b) providing remuneration based on transparent classification levels related to skills required to perform the role, so that a female employee doing the same work as a male employee will receive equal remuneration (see Appendix 1 of this Agreement for the classification structure and associated salaries);
 - (c) applying the provisions of the relevant industrial instrument and Directives regarding increment appointment and progression within a classification level, and ensuring any discretionary provisions are utilised in a fair and equitable manner irrespective of gender;
 - (d) creating a culture that that promotes gender pay equity, including equal access to training and development, promotional opportunities, and flexible working arrangements;
 - (e) a commitment to improving gender equity and consultation on matters concerning gender equity in the workplace (see clause 2.6 of this Agreement);
 - (f) 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
 - (g) nothing in this clause limits or prevents the use of any existing discretionary powers to achieve equal remuneration.

PART 3: TRAINING

- (1) The parties to this Agreement recognise an ongoing commitment to training and development. It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives.
- (2) To achieve the desired levels of knowledge and skills there should be an emphasis upon building capability around key occupations through career development, job design, performance development, and workforce planning. The objective of this approach is to improve workforce capability and the Office's service delivery while enhancing job satisfaction and employees' professional growth.
- (3) Access to assistance under an entity's Study and Research Assistance Scheme (SARAS) policy, to enable employees to obtain skills necessary for career progression will not be unreasonably refused.

PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS**4.1 Commitment**

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

4.2 Appropriate Remuneration

- (1) From 1 November 2025, the following remuneration, which is increased in line with the wage increases in accordance with clause 2.1 of this Agreement, shall be paid for employees that meet the requirements in clause 4.1:

Qualification	Classification Level	1 November 2025 Per Fortnight	1 November 2026 Per Fortnight	1 November 2027 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

- (2) The remuneration in clause 4.2(1) will be payable from the date the employee attains the relevant qualification, or from 1 November 2025 if the qualification was attained prior to 1 November 2025.

PART 5: PAID PARENTAL LEAVE

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

PART 6: CULTURAL AWARENESS AND LEAVE

- (1) The parties recognise the value of diversity in the workplace and the importance of measures that promote diversity and cultural respect, in particular with regard to Aboriginal and Torres Strait Islander peoples and cultures.

- (2) Employees may access up to five days unpaid cultural leave per year as prescribed at section 51 of the *Industrial Relations Act 2016*. In addition, eligible employees may also access cultural leave:
 - (a) as recreation leave;
 - (b) as unpaid special leave;
 - (c) in lieu of public holidays (where operational circumstances permit);
 - (d) as accrued leave; or
 - (e) at the time required with such time made up at a later date.
- (3) The Office will report to the Joint Consultative Committee about cultural awareness training and activities.

PART 7: EMPLOYMENT SECURITY, ORGANISATIONAL CHANGE AND RESTRUCTURE

7.1 Employment Security

The Office is committed to maximum employment security for permanent employees by developing and maintaining a responsive, impartial and efficient workforce as the preferred provider of existing services to Government and the community, in accordance with Appendix 5.

7.2 Permanent Employment

The Office is committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be used where permanent employment is not viable or appropriate.

7.3 Organisational Change and Restructuring

- (1) The Office is committed to limiting organisational restructuring and contracting-out of services
- (2) These commitments are effected through the Government's Employment Security Policy (contained in Appendix 5).
- (3) It is acknowledged that management has a right to implement changes to ensure the effective delivery of public services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered.
- (4) The Office will provide, where requested by the Together Union, the current status of employment practices within the Office. Specifically, the report should detail the following:
 - (a) a snapshot of the current workforce, including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;
 - (b) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
 - (c) any significant variance in the number of permanent employees;
 - (d) the conversion of temporary employees to tenured status.
- (5) Officers will not be forced into unemployment as a result of organisational change or changes in priority of the Office. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and alternative placement opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available.
- (6) Provisions and entitlements relating to organisational change and restructuring can also be found in the directives relating to early retirement, redundancy and retrenchment (as amended) which will apply for the life of this Agreement.
- (7) The Office will provide relevant information to the relevant union/s when it intends to apply the provisions of the directive. Such information must be provided at the same time the entity's intentions are communicated to the employee. An affected employee must be provided with notice of the entity's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.

- (8) 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.

PART 8: TEMPORARY AND CASUAL EMPLOYMENT

- (1) Section 78 of the *Ombudsman Act 2001* provides that the Office may employ the temporary and casual employees the Office considers necessary.
- (2) The Office should not engage permanent officers as temporary employees for the purposes of avoiding the application of probation processes under the *Industrial Relations Act 2016*.
- (3) The Office is committed to fulfilling its obligations and applying the provisions of the *Public Sector Act 2022* and directives in relation to the review of the status of employment of long-term temporary and casual employees, which are a term of this agreement in Appendix 4.
- (4) The Office commits to ensure that managers are aware of their responsibilities to undertake performance planning and review processes with temporary employees. Such processes ensure a temporary employee's performance has been assessed as suitable for possible future conversion to permanent status.
- (5) Casual employment is to be used only in genuine casual circumstances including but not limited to:
- (a) unexpected labour shortages; and/or
 - (b) operational requirements; and/or
 - (c) sick leave or other short-term leave; and/or
 - (d) short-term workload requirements.
- (6) Where the Office is considering the use of labour hire or external consultants consistent with the Queensland Government's policy on the contracting out of services, it may consider:
- (a) the economic and efficient use of resources; and
 - (b) alternative employment arrangements (e.g. permanent, casual, secondment or temporary employment).

PART 9: JOINT CONSULTATIVE COMMITTEE

- (1) The parties agree that employees should be consulted about decisions which may affect their employment or welfare, and that meaningful consultation with affected employees leads to improved organisational outcomes.
- (2) The Office will have an employer-union Joint Consultative Committee (JCC) with agreed Terms of Reference and operating principles. The parties to this Agreement agree to review and update the Terms of Reference within six months of the date of certification of this Agreement.
- (3) The JCC will be used to facilitate consultation on a broad range of issues, including, but not limited to, discussion of matters arising from this Agreement such as:
- (a) workload management
 - (b) organisational change and restructuring
 - (c) training
 - (d) union encouragement
 - (e) work-life balance

- (f) organisational matters such as the review of, changes to or introduction of new workforce management policies
 - (g) fair career paths
 - (h) improving gender equity
 - (i) cultural awareness activities and training
 - (j) office space and facilities
 - (k) client aggression
 - (l) hybrid and remote work arrangements
 - (m) use of technology and IT systems
 - (n) the implementation of legislative reform affecting the employees or work of the Office.
- (4) The JCC may agree to establish standing committees, sub-committees, or other additional consultative structures (such as Local Consultative Committees) with agreed terms of reference/operating principles.

PART 10: COLLECTIVE INDUSTRIAL RELATIONS

- (1) The Office acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of the Office
- (2) The Office supports constructive relations and recognises the need to work collaboratively with the relevant union and officers in a productive manner.

PART 11: ILO CONVENTIONS

- (1) The Office as an employer recognises its obligations to give effect to international labour standards, including freedom of association, workers' representatives, collective bargaining and equality of opportunity for public sector workers.

PART 12: UNION ENCOURAGEMENT

- (1) The Office recognises the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (2) An application for union membership and information on the relevant union/s will be included in induction materials.
- (3) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (4) The Office will provide where requested by the Together Union, complete lists of new starters (consisting of name, job title, work email and work location) (including floor level where possible), award and employment status (permanent/temporary/casual)) to the workplace on a quarterly basis, unless agreed between the relevant entity and union to be on a more regular basis. This information is to be provided electronically.
- (5) The Office is also required where requested to provide the Together Union with a listing of current staff comprising name, job title, work email and work location (including floor level where possible), award and employment status (permanent/temporary/casual)). The provision of all staff information to relevant unions shall be consistent with the principles outlined at section 350 of the *Industrial Relations Act 2016*.

PART 13: UNION DELEGATES

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

PART 14: INDUSTRIAL RELATIONS EDUCATION LEAVE

- (1) Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (2) Before the employer approves such leave the union must provide the employer information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, the employer must be satisfied that the proposed course is within the terms of paragraph (1).
- (3) Employees may be granted up to five working days (or the equivalent hours) paid time off (noncumulative) per calendar year to attend industrial relations education sessions, approved by the Queensland Ombudsman.
- (4) Additional leave, over and above five working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than five working days (or the equivalent). Such leave will be subject to consultation between the Queensland Ombudsman, the relevant union and the employee.
- (5) Upon request and subject to approval by the Queensland Ombudsman, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences and ACTU Congress.
- (6) The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.
- (7) At the discretion of the Queensland Ombudsman employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Ministerial Directive relating to "Special Leave" in relation to special leave without salary. Conditions outlined in the Special Leave Directive that provide for the employees' return to work after unpaid leave will be met.

PART 15: SALARY PACKAGING

- (1) Salary packaging is available for employees (excluding short-term casual employees) covered by this Agreement in accordance with Queensland Government policy found in the Circular issued from time to time.
- (2) The Office is to apply the following principles for employees that avail themselves of salary packaging:

- (a) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
 - (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
 - (c) increases or variations in taxation are to be passed to employees as part of their salary package;
 - (d) where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is strongly recommended to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
 - (e) the employer will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
 - (f) there will be no significant additional administrative workload or other ongoing costs to the employer;
 - (g) any additional administrative and fringe benefit tax costs are to be met by the employee;
 - (h) any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- (3) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in flexible remuneration packaging.
 - (4) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

PART 16: WORKLOAD MANAGEMENT

- (1) The Office is committed to working with its employees to address workload management issues.
- (2) The Office should consider the impacts on workloads when organisational change occurs.
- (3) The employer recognises their obligations under the *Work Health and Safety Act 2011* when managing workload issues.
- (4) Staff may raise work-life concerns through their manager, performance planning, the complaints process and the JCC.
- (5) In addition, the parties acknowledge that the JCC can deal with the issue of workload management. The activities of the JCC in the area of workload management should include, but not be limited to, the following:
 - (a) to undertake research (and monitoring where appropriate) of local workload management issues as they arise, such as intake telephony workload;
 - (b) to address specific workload issues referred by staff of work units, union officials and/or management;
 - (c) based on monitoring results, develop strategies to improve immediate and long term workload issues; and
 - (d) to assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the Wellness Health and Safety Committee.

PART 17: FAIR CAREER PATHS

- (1) The Office is committed to providing reasonable career opportunities to employees in accordance with the Workforce capability and development policy and procedure.
- (2) The Office acknowledges that absences from the workforce due to family responsibilities and use of flexibility measures should not be considered barriers to progression.
- (3) The Office will report to the JCC on measures taken to support improved career paths.

PART 18: WORK-LIFE BALANCE

- (1) The Office is committed to workplace practices that improve the balance between work and family for its employees, irrespective of gender.
- (2) The parties agree that requests by employees to access work-life balance initiatives will be considered. Work-life balance initiatives shall include but not be limited to:
 - transition to retirement
 - career breaks
 - flexible working arrangements
 - work from home.
- (3) The Office acknowledges the employee's entitlements to request flexible work arrangements in accordance with the *Industrial Relations Act 2016* and its obligations in deciding those requests.

PART 19: INTRODUCTION OF TECHNOLOGY/FUTURE OF WORK

- (1) 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.
- (2) The Office acknowledges the Office of Industrial Relations Circular C2/21 'Use Of technology and work/life balance — industrial expectations — guidance for managers' outlining the expectations around the use of personal and/or entity technology.
- (3) The Office, through the JCC, will consult on proposed technological change or advancements, including the use of artificial intelligence technologies, which may affect or impact on employee's employment

PART 20: WORKPLACE BULLYING

- (1) All employees have the right to be treated fairly and with dignity in an environment free from disruption, intimidation, harassment, victimisation and discrimination.
- (2) The Office commits to raise further awareness of the protections for employees from bullying and harassment as provided under the *Industrial Relations Act 2016*.

PART 21: SUPPORT FOR WORKERS WITH MENTAL ILLNESS

- (1) The parties recognise that the workplace plays a vital role in assisting employees affected by mental health issues and commits to:
 - (a) fostering communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support; and
 - (b) fostering a respectful, empathetic and inclusive work environment to assist and support employees.

- (2) The Ombudsman will provide/continue 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.
- (3) The employer acknowledges the specialist skills of Employee Assistance Programs (EAP), in particular specialist skills in supporting persons affected by mental health issues. The employer commits to promote the EAP service to employees affected by mental health issues.

PART 22: UNREASONABLE CLIENT BEHAVIOUR

- (1) The parties recognise that unreasonable client behaviour is a workplace health and safety issue which could affect the workplace and agree that unreasonable behaviour by clients towards employees is not acceptable.
- (2) The Office is committed to developing and implementing strategies to protect employees' workplace health and safety in collaboration with the JCC.

PART 23: PREVENTION AND SETTLEMENT OF DISPUTES

- (1) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by these Conditions, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee's health or safety. Where the employee has a reasonable concern about an imminent risk to the employee's health or safety, the status quo existing before the emergence of a dispute is to continue while the procedure is being followed. Neither the Queensland Ombudsman nor the employees shall be prejudiced as to the final settlement by the continuation of work.
- (3) Management will provide relevant information and explanation and consult with the employee representatives, where appropriate.
- (4) In the event of any disagreement between the disputing parties as to the interpretation or implementation of these Conditions, the following procedures shall apply:
 - (a) the matter is to be discussed by the employee's union representative, where appropriate, and/or the employee(s) concerned, where appropriate, and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond seven days
 - (b) if the matter is not resolved as per (a) above, it shall be referred by the union representative, where appropriate, and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond seven days
 - (c) if the matter remains unresolved it may be referred by the employee and/or his/her union representative to the Queensland Ombudsman and the relevant union, where appropriate, for discussion and appropriate action. This process should not exceed 14 days
 - (d) if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.
- (5) It is acknowledged that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

PART 24: SPREAD OF HOURS – BRISBANE CENTRAL BUSINESS DISTRICT

- (1) For the purpose of part 24 of this Agreement, Central Business District (CBD) of Brisbane means where the employee's place of work, at daily commencing and finishing times, is within the Australian Bureau of Statistics Statistical Local Areas of "City – Remainder" and "City – Inner" within the Statistical Subdivision of "0501 – Inner Brisbane".
- (2) In recognition of the problems associated with increased traffic congestion into the CBD of Brisbane, it is agreed that there shall be a wider ordinary spread of hours of 6am to 7pm for full-time and part-time employees only.
- (3) The purpose of such an arrangement is to allow employees and supervisors to mutually agree to changes to existing commencing and finishing times in order that the employees can commence and/or finish their working hours outside the recognised peak times of 7am to 9am and 4pm to 6pm.
- (4) For the purposes of application of the Ministerial Directive relating to "Excess Travel Time", the ordinary spread of hours for the purposes of Part C (Excess Travel Time) shall be 6am to 7pm.
- (5) While there is the capacity for an individual employee to have an ordinary spread of hours of 6am to 7pm by mutual agreement under these provisions it will not be used as the rationale to alter customer service delivery arrangements affected by these provisions.
- (6) All other conditions contained in Awards and Ministerial directives relating to overtime, meal breaks and meal allowances shall continue to apply as contained in Appendix 3 and 4.

PART 25: PSYCHOSOCIAL HAZARDS

- (1) The Office acknowledges the requirement and importance of managing psychosocial hazards and risks in the workplace. These hazards and risks are to be managed in accordance with the legislative framework, being the *Workplace Health and Safety Act 2011* and the Managing the risk of psychosocial hazards at work Code of Practice 2022. Further the Office acknowledges the importance of implementing frameworks relevant to the management of psychosocial hazards and risks in a consultative manner, including with the union.

PART 26: COMMITMENTS DURING THE LIFE OF THIS AGREEMENT

- (1) The Office commits to continuing to promote existing wellbeing initiatives, flexible work practices, supportive policies including leave policies and procedures, that assist staff to balance health and work responsibilities, during the life of the agreement.
- (2) Within three months of the agreement being certified, the Office commits to reviewing the Leave Policy and Procedure in consultation with Together Queensland and provide guidance to employees once the review is complete.
- (3) Within six months of the agreement being certified, the Office commits to reviewing and formalising existing wellbeing and fatigue management arrangements for Inspection Officers and Engagement Advisors into a Policy and Procedure in consultation with Together Queensland.
- (4) Within three months of the agreement being certified, the Office commits to providing guidance to employees on entitlements for travel time in accordance with the existing industrial provisions.

SIGNATORIES

Signed by the Queensland Ombudsman and Inspector of Detention Services

Anthony Reilly

Anthony Reilly

10 / 03 / 2026

In the presence of:

Name of Officer Amy Pearson

Amy Pearson

10 / 03 / 2026

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

Alex Scott

Alex Scott

09 / 03 / 2026

In the presence of:

Name of witness Hollie Wiseman

Hollie Wiseman

09 / 03 / 2026

APPENDIX 1: SALARY SCHEDULES

Queensland Ombudsman 2025 - Administrative Stream

Classification Level	Pay Point	Salary From 1/11/2025 per fortnight	Salary 1/11/2026 per fortnight	Salary 1/11/2027 per fortnight	Annualised salary following 01/11/2025 increase	Annualised salary following 01/11/2026 increase	Annualised salary following 01/11/2027 increase
Level 1	1	\$1,866.50	\$1,913.20	\$1,961.00	\$48,696	\$49,914	\$51,161
	2	\$1,972.50	\$2,021.80	\$2,072.30	\$51,461	\$52,747	\$54,065
	3	\$2,091.90	\$2,144.20	\$2,197.80	\$54,576	\$55,941	\$57,339
Level 2	1	\$2,405.10	\$2,465.20	\$2,526.80	\$62,747	\$64,315	\$65,922
	2	\$2,465.80	\$2,527.40	\$2,590.60	\$64,331	\$65,938	\$67,587
	3	\$2,527.60	\$2,590.80	\$2,655.60	\$65,943	\$67,592	\$69,283
	4	\$2,591.50	\$2,656.30	\$2,722.70	\$67,610	\$69,301	\$71,033
	5	\$2,653.30	\$2,719.60	\$2,787.60	\$69,223	\$70,952	\$72,726
	6	\$2,717.10	\$2,785.00	\$2,854.60	\$70,887	\$72,659	\$74,474
	7	\$2,788.20	\$2,857.90	\$2,929.30	\$72,742	\$74,561	\$76,423
	8	\$2,864.40	\$2,936.00	\$3,009.40	\$74,730	\$76,598	\$78,513
Level 3	1	\$3,054.00	\$3,130.40	\$3,208.70	\$79,677	\$81,670	\$83,713
	2	\$3,164.20	\$3,243.30	\$3,324.40	\$82,552	\$84,615	\$86,731
	3	\$3,277.50	\$3,359.40	\$3,443.40	\$85,508	\$87,644	\$89,836
	4	\$3,388.70	\$3,473.40	\$3,560.20	\$88,409	\$90,619	\$92,883
Level 4	1	\$3,587.50	\$3,677.20	\$3,769.10	\$93,595	\$95,936	\$98,333
	2	\$3,699.80	\$3,792.30	\$3,887.10	\$96,525	\$98,938	\$101,412
	3	\$3,817.20	\$3,912.60	\$4,010.40	\$99,588	\$102,077	\$104,628
	4	\$3,931.50	\$4,029.80	\$4,130.50	\$102,570	\$105,135	\$107,762
Level 5	1	\$4,134.40	\$4,237.80	\$4,343.70	\$107,864	\$110,561	\$113,324
	2	\$4,252.90	\$4,359.20	\$4,468.20	\$110,955	\$113,728	\$116,572
	3	\$4,369.30	\$4,478.50	\$4,590.50	\$113,992	\$116,841	\$119,763
	4	\$4,485.70	\$4,597.80	\$4,712.70	\$117,029	\$119,953	\$122,951
Level 6	1	\$4,729.80	\$4,848.00	\$4,969.20	\$123,397	\$126,481	\$129,643
	2	\$4,836.90	\$4,957.80	\$5,081.70	\$126,191	\$129,345	\$132,578
	3	\$4,945.00	\$5,068.60	\$5,195.30	\$129,012	\$132,236	\$135,542
	4	\$5,051.10	\$5,177.40	\$5,306.80	\$131,780	\$135,075	\$138,451
Level 7	1	\$5,274.60	\$5,406.50	\$5,541.70	\$137,611	\$141,052	\$144,579
	2	\$5,402.40	\$5,537.50	\$5,675.90	\$140,945	\$144,469	\$148,080
	3	\$5,526.00	\$5,664.20	\$5,805.80	\$144,169	\$147,775	\$151,469
	4	\$5,650.60	\$5,791.90	\$5,936.70	\$147,420	\$151,107	\$154,884
Level 8	1	\$5,833.90	\$5,979.70	\$6,129.20	\$152,202	\$156,006	\$159,906
	2	\$5,947.20	\$6,095.90	\$6,248.30	\$155,158	\$159,038	\$163,014
	3	\$6,055.40	\$6,206.80	\$6,362.00	\$157,981	\$161,931	\$165,980
	4	\$6,164.60	\$6,318.70	\$6,476.70	\$160,830	\$164,850	\$168,972

Queensland Ombudsman 2025 - Professional Stream

Classification Level	Pay Point	Salary From 1/11/2025 per fortnight	Salary 1/11/2026 per fortnight	Salary 1/11/2027 per fortnight	Annualised salary following 01/11/2025 increase	Annualised salary following 01/11/2026 increase	Annualised salary following 01/11/2027 increase
Level 1	1	\$1,906.30	\$1,954.00	\$2,002.90	\$49,734	\$50,978	\$52,254
	2	\$2,078.50	\$2,130.50	\$2,183.80	\$54,227	\$55,583	\$56,974
	3	\$2,253.60	\$2,309.90	\$2,367.60	\$58,795	\$60,264	\$61,769
	4	\$2,503.90	\$2,566.50	\$2,630.70	\$65,325	\$66,958	\$68,633
	5	\$2,609.00	\$2,674.20	\$2,741.10	\$68,067	\$69,768	\$71,513
	6	\$2,712.00	\$2,779.80	\$2,849.30	\$70,754	\$72,523	\$74,336
	7	\$2,828.40	\$2,899.10	\$2,971.60	\$73,791	\$75,635	\$77,527
Level 2	1	\$3,049.80	\$3,126.00	\$3,204.20	\$79,567	\$81,555	\$83,595
	2	\$3,211.50	\$3,291.80	\$3,374.10	\$83,786	\$85,881	\$88,028
	3	\$3,374.30	\$3,458.70	\$3,545.20	\$88,033	\$90,235	\$92,492
	4	\$3,541.10	\$3,629.60	\$3,720.30	\$92,385	\$94,694	\$97,060
	5	\$3,707.00	\$3,799.70	\$3,894.70	\$96,713	\$99,131	\$101,610
	6	\$3,868.70	\$3,965.40	\$4,064.50	\$100,932	\$103,454	\$106,040
Level 3	1	\$4,059.20	\$4,160.70	\$4,264.70	\$105,902	\$108,550	\$111,263
	2	\$4,177.70	\$4,282.10	\$4,389.20	\$108,993	\$111,717	\$114,511
	3	\$4,300.30	\$4,407.80	\$4,518.00	\$112,192	\$114,996	\$117,871
	4	\$4,420.80	\$4,531.30	\$4,644.60	\$115,336	\$118,218	\$121,174
Level 4	1	\$4,696.80	\$4,814.20	\$4,934.60	\$122,536	\$125,599	\$128,740
	2	\$4,815.30	\$4,935.70	\$5,059.10	\$125,628	\$128,769	\$131,988
	3	\$4,934.70	\$5,058.10	\$5,184.60	\$128,743	\$131,962	\$135,263
	4	\$5,051.10	\$5,177.40	\$5,306.80	\$131,780	\$135,075	\$138,451
Level 5	1	\$5,274.60	\$5,406.50	\$5,541.70	\$137,611	\$141,052	\$144,579
	2	\$5,402.40	\$5,537.50	\$5,675.90	\$140,945	\$144,469	\$148,080
	3	\$5,526.00	\$5,664.20	\$5,805.80	\$144,169	\$147,775	\$151,469
	4	\$5,650.60	\$5,791.90	\$5,936.70	\$147,420	\$151,107	\$154,884
Level 6	1	\$5,833.90	\$5,979.70	\$6,129.20	\$152,202	\$156,006	\$159,906
	2	\$5,947.20	\$6,095.90	\$6,248.30	\$155,158	\$159,038	\$163,014
	3	\$6,055.40	\$6,206.80	\$6,362.00	\$157,981	\$161,931	\$165,980
	4	\$6,164.60	\$6,318.70	\$6,476.70	\$160,830	\$164,850	\$168,972

APPENDIX 2: AUSTRALIAN QUALIFICATIONS FRAMEWORK

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

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

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

Why is the AQF important?

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

What are the key objectives of the AQF?

The AQF:

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

APPENDIX 3: QUEENSLAND PUBLIC SERVICE OFFICERS AND OTHER EMPLOYEES AWARD – STATE 2015 PROVISIONS WHICH ARE APPLIED AS A TERM OF THIS AGREEMENT

- (1) The QPSOOEA Award, provisions listed below, are applied to employees covered by this Agreement:
 - (a) Part 3 - Types of Employment, Consultation and Termination of Employment, only to the extent of the clauses listed below:
 - i. Clause 8.2, Part-time employment
 - ii. Clause 8.3, Casual employment
 - iii. Part 4 – Minimum Salary Levels, Allowances and Related Matters
 - iv. Part 5 – Hours of Work and Related Matters
 - v. Part 6 – Leave of Absence and Public Holidays
 - vi. Schedule 4 – Generic Level Statements - Administrative Stream
 - vii. Schedule 5 - Generic Level Statements - Professional Stream
- (2) If the MAE Award is inconsistent with the QPSOOE Award provisions listed above, the QPSOOE Award prevails, to the extent of any inconsistency.
- (3) A reference to the QPSOOE Award or part of the QPSOOE Award, in this Schedule, is a reference to that instrument or part of that instrument as amended or replaced from time to time.

APPENDIX 4: LEGISLATIVE PROVISIONS AND DIRECTIVES WHICH ARE APPLIED AS A TERM OF THIS AGREEMENT

(1) Minister for Industrial Relations Directives

Directive 10/11 International Travelling, Relieving and Living Expenses
Directive 11/11 Transfer and Appointment Expenses
Directive 10/16 Transfer within and between classification levels and systems
Directive 20/16 Motor Vehicle Allowances
Directive 11/24 Recreation Leave
Directive 12/24 Special Leave
Directive 2/18 Hours, Overtime and Excess Travel
Directive 7/18 Attendance Recording and Reporting Requirements
Directive 8/18 Temporary Employment – End of Contract Payment
Directive 13/24 Study and Examination Leave
Directive 10/24 Long Service Leave
Directive 12/18 Recognition of Previous Service
Directive 15/24 Leave without Salary Credited as Service
Directive 17/24 Employment Arrangements in the Event of a Health Pandemic
Directive 16/24 Higher Duties
Directive 8/24 Paid Parental Leave
Directive 9/24 Sick Leave
Directive 1/23 Domestic Travelling and Relieving Expenses
Directive 7/24 Reproductive Health Leave
Directive 04/18 Early Retirement, Redundancy and Retrenchment (in accordance with clause 7.3(6) of this Agreement)

(2) Provisions of the Public Sector Act 2022

Chapter 3, Part 9, Division 1 Review of non-permanent employment
Chapter 3, Part 9, Division 2 Review of acting or secondment at higher classification level
Chapter 3, Part 3, Recruitment and Selection

(3) Commission Chief Executive Directives

Directive 8/23 Suitability for Employment (Previously Employment Screening)
Directive 5/14 Workforce profile and work performance information
Directive 14/24 Court Attendance and Jury Service
Directive 3/20 Support for employees affected by domestic and family violence
Directive 7/23 Recruitment and selection (except clauses 6.1, 6.2 and 8.3)
Directive 2/24 Positive performance management
Directive 02/23 Review of non-permanent employment
Directive 03/23 Review of acting or secondment at higher classification level

(4) A reference to a Directive or part of a Directive, in this Schedule, is a reference to that instrument or part of that instrument as amended from time to time.

(5) Where a Directive applied pursuant to this Appendix is repealed pursuant to the *Public Sector Act 2022*, and subsequently a new or replacement Directive is issued which deals with substantially the same subject matter, this new or replacement Directive will be taken to apply.

APPENDIX 5: EMPLOYMENT SECURITY POLICY

1. Introduction:

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

The Government is committed to maximum employment security 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

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 non-government service providers.

In this regard, the government has restored the following policy on contracting-out of services as part of its commitment to restoring fairness for the government workforce. This policy 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:

3.1 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:

- 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 in-house 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: QUEENSLAND GOVERNMENT UNION ENCOURAGEMENT

The Queensland Government has made a commitment to encourage union membership among its employees. As part of this commitment the government will:

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

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

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