

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999, s.156*

Director-General of the Department of Justice and Attorney-General; and others

AND

The Queensland Public Sector Union of Employees; and others

(No. CA/2009/ )

**STATE GOVERNMENT DEPARTMENTS CERTIFIED AGREEMENT 2009**

**APPLICATION FOR CERTIFICATION OF AGREEMENT**

THE AGREEMENT, having been made under the *Industrial Relations Act 1999*, on the                    day of                    2009, BETWEEN the Director-General of the Department of Justice and Attorney-General; Safe Food Production Queensland; Queensland Rural Adjustment Authority, the Office of the Governor, South East Queensland Water Grid Manager AND Actors, Entertainers and Announcers Equity Association, Queensland, Union of Employees; The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees; Australian Building Construction Employees and Builders' Labourers' Federation (Queensland) Union of Employees; Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District; Australian Journalists' Association (Queensland District) "Union of Employees"; Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees; Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees; The Australian Workers' Union of Employees, Queensland; Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland; The Electrical Trades Union of Employees Queensland; Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees; Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees; The National Union of Workers Industrial Union of Employees Queensland; Australian Maritime Officers Union Queensland, Union of Employees; Plumbers and Gasfitters Employees' Union Queensland, Union of Employees; Queensland Nurses' Union of Employees; The Queensland Public Sector Union of Employees; Queensland Services, Industrial Union of Employees; Queensland Teachers Union of Employees; Shop, Distributive and Allied Employees Association (Queensland Branch) Union of Employees; and Transport Workers' Union of Australia, Union of Employees (Queensland Branch); witness that the parties mutually agree as follows:

**PART 1: APPLICATION AND OPERATION**

**1.1 Title**

This Agreement will be known as the *State Government Departments Certified Agreement 2009*.

**1.2 Arrangement**

Title	1.1
Arrangement	1.2
Application	1.3
Date of Operation	1.4
Posting of Agreement	1.5
Relationship to Awards and Industrial Instruments	1.6
Replacement Agreement	1.7
Continuation of Provisions in Previous Certified Agreements	1.8
Objectives of this Agreement	1.9
Equity Considerations	1.10

Definitions and Abbreviations	1.11
<b>PART 2: WAGES AND ALLOWANCES</b>	
New Wage Rates	2.1
On Call Provisions	2.2
No Loss of Show Day	2.3
No Further Claims	2.4
Award Maintenance	2.5
<b>PART 3: TRAINING</b>	
<b>PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS</b>	
Commitment	4.1
Appropriate Remuneration	4.2
<b>PART 5: CULTURAL LEAVE</b>	
<b>PART 6: PAID PARENTAL LEAVE</b>	
<b>PART 7: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT</b>	
Employment Security	7.1
Permanent Employment	7.2
Organisational Change and Restructure	7.3
<b>PART 8: SALARY PACKAGING</b>	
<b>PART 9: CONSULTATIVE COMMITTEES</b>	
Central Consultative Forum (CCF)	9.1
Consultative Committees (CC)	9.2
<b>PART 10: COLLECTIVE INDUSTRIAL RELATIONS</b>	
<b>PART 11: ILO CONVENTIONS</b>	
<b>PART 12: UNION ENCOURAGEMENT</b>	
<b>PART 13: UNION DELEGATES</b>	
<b>PART 14: INDUSTRIAL RELATIONS EDUCATION LEAVE</b>	
<b>PART 15: PREVENTION AND SETTLEMENT OF DISPUTES</b>	
<b>PART 16: WORKLOAD MANAGEMENT</b>	
<b>PART 17: FAIR CAREER PATHS</b>	
<b>PART 18: WORKPLACE BULLYING AND HARRASSMENT</b>	
<b>PART 19: CLIENT AGGRESSION</b>	
<b>PART 20: CLIMATE CHANGE</b>	
<b>PART 21: RURAL AND REMOTE HOUSING</b>	
<b>PART 22: BALANCING WORK/LIFE AND FAMILY</b>	

## **PART 23: SPREAD OF HOURS – BRISBANE CENTRAL BUSINESS DISTRICT**

### **PART 24: OTHER INITIATIVES**

Science Industry	24.1
Call Centres	24.2
Agency-specific and Occupational-specific Arrangements	24.3

#### **APPENDIX 1: APPLICABLE QUEENSLAND GOVERNMENT DEPARTMENTS AND AGENCIES**

#### **APPENDIX 2: PREVIOUS CORE AGREEMENTS**

#### **APPENDIX 3: SALARY SCHEDULES**

#### **APPENDIX 4: AUSTRALIAN QUALIFICATIONS FRAMEWORK**

#### **APPENDIX 5: DEPARTMENT OF COMMUNITIES**

#### **APPENDIX 6: DEPARTMENT OF COMMUNITY SAFETY**

#### **APPENDIX 7: DEPARTMENT OF EDUCATION AND TRAINING (Education Only)**

#### **APPENDIX 8: DEPARTMENT OF EDUCATION AND TRAINING (Training Only)**

#### **APPENDIX 9: DEPARTMENT OF EMPLOYMENT, ECONOMIC DEVELOPMENT AND INNOVATION**

#### **APPENDIX 10: DEPARTMENT OF ENVIRONMENT AND RESOURCE MANAGEMENT**

#### **APPENDIX 11: QUEENSLAND POLICE SERVICE**

#### **APPENDIX 12: DEPARTMENT OF THE PREMIER AND CABINET**

#### **APPENDIX 13: DEPARTMENT OF TRANSPORT AND MAIN ROADS**

#### **APPENDIX 14: OFFICE OF THE GOVERNOR**

#### **APPENDIX 15: QUEENSLAND BUILDING SERVICES EMPLOYING OFFICE**

#### **APPENDIX 16: RESIDENTIAL TENANCIES EMPLOYING OFFICE**

#### **APPENDIX 17: SAFE FOOD PRODUCTION QUEENSLAND**

#### **APPENDIX 18: EMPLOYEES ENGAGED UNDER THE BUILDING TRADES PUBLIC SECTOR AWARD – STATE 2002**

#### **APPENDIX 19: EMPLOYEES ENGAGED UNDER THE ENGINEERING AWARD – STATE 2002**

#### **APPENDIX 20: EMPLOYMENT SECURITY POLICY**

#### **APPENDIX 21: QUEENSLAND GOVERNMENT POLICY ON THE CONTRACTING-OUT OF SERVICES**

### **1.3 Application**

- (1) This Agreement will apply to persons employed in the Queensland Government departments and agencies specified in Appendix 1.
- (2) The following persons are not covered by this Agreement:
  - (a) Chief Executives, Senior Executives and Senior Officers under the *Public Service Act 2008*; appointments made on a fixed term declared under s. 121 of the *Public Service Act 2008*; employees engaged under contractual arrangements (this does not refer to employees under ss. 147 and 148 of the *Public Service Act 2008* engaged for a fixed term); and “banded” officers;
  - (b) Executive Officers appointed under the *Police Service Administration Act 1990*.

### **1.4 Date of Operation**

The agreement operates from the date of certification until the nominal expiry date of 31 July 2012.

### **1.5 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 where available is sufficient to meet the requirements of this clause.

### **1.6 Relationship to Awards and Industrial Instruments**

This Agreement is to be read in conjunction with existing awards and industrial instruments covering employees covered by this Agreement contained in Appendix 3. In the event of any inconsistency with existing awards and industrial instruments, the terms of this Agreement will take precedence.

The *Queensland Office of Gaming Regulation Casino-Based Inspectors' Determination 2002* shall continue to apply. In the event of any inconsistency with that Determination, the terms of this Agreement will take precedence.

The *DPI&F Fire Ant Control Centre – Certified Agreement 2006* shall continue to apply. In the event of any inconsistency with that certified agreement, the terms of this Agreement will take precedence.

### **1.7 Replacement Agreement**

This Agreement replaces the following certified agreements when this Agreement is certified:

- Core Queensland Government Departments Certified Agreement 1994 (CA256 of 1994)
- State Valuation Service Certified Agreement 2004 (CA379 of 2004)
- Queensland Cultural Centre Car Park Officers Certified Agreement 2005 (CA252 of 2006)
- Department of Education, Training and the Arts, Training Division and Industry and VET Policy Division Non-Educational Employees' Certified Agreement 2006 (CA307 of 2006)
- State Government Departments Certified Agreement 2006 (CA308 of 2006)
- NRW Forest Products Certified Agreement 2007 (CA33 of 2008)

### **1.8 Continuation of Provisions in Previous Certified Agreements**

- (1) The provisions of the previously replaced certified agreements identified and outlined in Appendices 5 to 17 apply only to those employees covered by this Agreement who are employed in those respective agencies to which the corresponding provisions specified in Appendices 5 to 17 previously applied. Such provisions apply unless specifically overridden or unless inconsistent with any of the provisions of this Agreement.
- (2) The provisions of previously replaced Core agreements are prescribed in Appendix 2 of this Agreement and unless otherwise prescribed at Column C of Appendix 2, apply to all employees subject to this Agreement. Such provisions will continue to apply unless specifically overridden or unless inconsistent with any of the provisions of this Agreement.

- (3) The parties recognise that the incorporation process undertaken during negotiations for this Agreement which identified the relevant provisions agreed to be carried on and outlined in detail in the relevant appendices of this Agreement may inadvertently result in the exclusion of a whole or part of an arrangement or entitlement from the appendices. Where the Central Consultative Forum agree, such identified provisions will continue to administratively operate and will be considered for inclusion in the next Core agreement.

### **1.9 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.

### **1.10 Equity Considerations**

- (1) This Agreement will achieve the principal objects specified in sections 3(c), 3(d) and 3(n) of the *Industrial Relations Act 1999*. 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*.

### **1.11 Definitions and Abbreviations**

- "AQF" means the Australian Qualifications Framework. The AQF is a system of fifteen national qualifications in schools, vocational education and training (TAFEs, Agricultural Colleges and private providers) and the higher education sector (mainly universities). The AQF is set out in Appendix 4.
- "CC" means a Consultative Committee.
- "CCF" means the Central Consultative Forum.
- "Core" means the departments and agencies covered by the *State Government Departments Certified Agreement 2009*.
- "CRS" means the Classification and Remuneration System used by the Queensland public service.
- "PSC" means the Public Service Commission.
- "PSTP" means the Public Services Training Package.

## **PART 2: WAGES**

### **2.1 New Wage Rates**

In recognition of the commitment of the parties as specified in clause 1.8 "Objectives of This Agreement", the following wage increases shall be available to employees covered by this Agreement:

1 August 2009	4.5% or \$34.00 per week (whichever is the greater)
1 August 2010	4% or \$34.00 per week (whichever is the greater)
1 August 2011	4% or \$34.00 per week (whichever is the greater)

The salary schedules are set out in Appendix 3.

### **2.2 On Call Provisions**

- (1) *Queensland Public Service Award – State 2003*

The following clauses are to be read in conjunction with Schedule 4, Section 6 "On call arrangements" of the *Queensland Public Service Award – State 2003*:

- (a) Where an employee is instructed to be available on call outside ordinary or rostered working hours, the employee will be paid, in addition to their ordinary rate of pay an allowance based upon the hourly rate of the classification of Professional Officer level 3, paypoint 4 in accordance with the scale provided for in s.4.6.3(a).

- (b) An employee, while on call, who is recalled to perform duties without the need to leave the employee’s place of residence, will be paid for time worked with a minimum payment of one hour for each time the employee performs such duties. Provided that should such employee be recalled again to perform duties separately within the minimum one hour period, no further payment shall apply. Provided further that the employee will be responsible for the recording of such requests which will require subsequent verification by the Chief Executive Officer.
- (c) On call arrangements will be implemented by agreement between the relevant Chief Executive and majority of affected employees in consultation with the relevant union.

(2) *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003*

The following clauses are to be read in conjunction with clauses 5.10.2 “On call allowances” and 5.10.3 “Recalled to work” of the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003*:

(a)

	<i>Current rate</i>	<i>Rate as at 1.8.09</i>	<i>Rate as at 1.8.10</i>	<i>Rate as at 1.8.11</i>
<i>Where an employee is on call through the whole of a Saturday, Sunday or a public holiday – in respect of such instances</i>	\$32.40	\$33.87	\$35.25	\$36.62
<i>Where the employee is on call during the night only of a Saturday, Sunday or a public holiday – per night</i>	\$20.45	\$21.39	\$22.26	\$23.13
<i>Where the employee is on call on any other night – per night</i>	\$16.20	\$16.93	\$17.62	\$18.31

- (b) An employee, while on call, who is recalled to perform duties without the need to leave the employee’s place of residence, will be paid for time worked with a minimum payment of one hour for each time the employee performs such duties. Provided that should such employee be recalled again to perform duties separately within the minimum one hour period, no further payment shall apply. Provided further that the employee will be responsible for the recording of such requests which will require subsequent verification by the Chief Executive Officer.

(3) The parties commit to continuing discussions with a view to finalising consent amendments to the *Queensland Public Service Award – State 2003* and the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003* which will consolidate existing provisions contained in both these Awards with the provisions prescribed above at clause 2.2 (1) & (2). It is agreed that the new award provisions to be inserted into the Awards through these consent applications will supersede and totally override the provisions prescribed above at clause 2.2 (1) & (2). It is agreed that the process to finalise the consent applications to amend the Awards is intended to be completed within three (3) months of the date of certification 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 to their usual place of work 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 agencies or 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 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) This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.

- (3) 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.
- (4) In order to provide for outcomes arising from reviews conducted during the life of this Agreement, it is further agreed that the conditions outlined at Appendix 9 of this Agreement relating to Liquor Licensing Investigators employed in the Department of Employment, Economic Development and Innovation may by agreement of the relevant parties be varied through a later certified agreement made in accordance with Chapter 6 of the *Industrial Relations Act 1999*.
- (5) Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in awards, agreements, QIRC orders, Ministerial Directives or determinations made under the *Public Service Act 2008* effective at the date this Agreement was made shall not be reduced for the life of this Agreement.
- (6) It is agreed that 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 Service Act 2008* will be applied.

## 2.5 Award Maintenance

- (1) Subject to clause 2.4(3), the Queensland Industrial Relations Commission State Wage increases awarded during 2009 and the period up to and including the nominal expiry date of this Agreement will be absorbed into the wage increases provided by this Agreement.
- (2) 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.
- (3) The employer will support union applications to amend the following awards during the life of this Agreement to include the salary rates of the *State Government Departments Certified Agreement 2006*:
  - *Queensland Public Service Award - State 2003*
  - *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003*
  - *Conservation, Parks and Wildlife Employees' Award- State Government 2003*
  - *Award for Employees in Direct Client Services- Disability Services Queensland 2003*
  - *Youth Workers' Award – Department of Communities 2003*
  - *Legal Aid Queensland Employees' Award – State 2003*
  - *Queensland Building Services Authority Award – State 2003*
  - *Residential Tenancies Authority Employees' Award – State 2002*
  - *Queensland Rural Adjustment Authority Award – State 2003*
  - *Safe Food Qld – Employees' Award 2003*
- (4) The employer will consent to applications made after the nominal expiry date of this Agreement to amend any of the parent awards to incorporate wage adjustments based on this Agreement.

## PART 3: TRAINING

- (1) The parties to this Agreement recognise an ongoing commitment to training and development through a variety of modes including on the job training, accredited courses and professional development programs.
- (2) It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives in an environment where greater focus should be placed on strategies to attract, retain and develop employees with critical skills and abilities.
- (3) 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 agencies' service delivery while enhancing job satisfaction and employees' professional growth.

- (4) Training and assessment of competencies will be provided in accordance with the Public Services Training Package or other accredited programs relevant to agency needs to enable employees to meet the requirements of clauses 4.1 and 4.2 of this Agreement.
- (5) The parties recognise the importance of the provision of accredited training packages for front-line service delivery positions within the Queensland public sector in ensuring the provision of quality services to the Queensland community. A joint review of the training provided to service delivery staff employed in AO2 and AO3 positions will occur during the life of this Agreement.

## **PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS**

### **4.1 Commitment**

- (1) The parties are committed to the principle that financial recompense will be provided for public sector employees in the specified classifications who meet the following requirements:
  - (a) an accredited qualification at the AQF level specified or higher achieved through training and assessment of competencies (including recognition of current competencies); and
  - (b) reached the maximum paypoint of the specified classification level in the Administration Stream or the Operational Stream; and
  - (c) spent one calendar year on the maximum pay point (or, in the case of permanent part time or casual employees, have spent one calendar year and worked 1200 hours at the maximum pay point).

### **4.2 Appropriate Remuneration**

- (1) The following remuneration shall be paid for employees that meet the requirements in clause 4.1:

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

## **PART 5: CULTURAL LEAVE**

Employees may access up to 5 days unpaid cultural leave per year as prescribed at section 40A of the *Industrial Relations Act 1999*. 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.

## **PART 6: PAID PARENTAL LEAVE**

The parties agree that the employer-paid entitlements as prescribed in Ministerial Directive 5/08 (Paid Parental Leave) will be maintained for the life of this Agreement notwithstanding the implementation of an Australian Government paid parental leave scheme.

## **PART 7: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT**

## 7.1 *Employment Security*

The Government is committed to maximum employment security 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*

The parties are committed to maximizing permanent employment where possible. Casual or temporary forms of employment should only be utilized where permanent employment is not viable or appropriate. Agencies are encouraged to utilize workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

## 7.3 *Organisational Change and Restructuring*

- (1) The Government is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (2) These commitments are effected through the Government's *Employment Security Policy* and the *Policy on the Contracting-Out of Government Services*.
- (3) All Government departments and agencies covered by this Agreement shall provide in writing to the members of their Consultative Committee (CC) 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.
- (4) 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 at the CC (or equivalent) in a timely manner either party may refer the matter to CCF for resolution.
- (5) The parties agree that agencies should report to unions on a quarterly basis the current status of employment practices within the agency. This report should be provided on a quarterly basis at the CC. 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) the number of people engaged through labour hire;
  - (d) any significant variance in the number of permanent employees;
  - (e) the conversion of temporary employees to tenured status.
- (6) Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental 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. Agencies and employees will comply with all relevant Directives. 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.
- (7) All provisions and entitlements relating to organisational change and restructuring can be found in the directives entitled Early retirement, redundancy and retrenchment (Directive No. ??/09) and Employment arrangements following workplace change (Directive No. ??/09) which will continue to apply for the life of this Agreement.
- (8) Agencies must provide relevant information to the relevant union/s when it intends to apply the provisions of Directive No. ??/09 where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same time the Agency's intentions are communicated to the employee. An affected employee must be provided with notice of the Agency's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.

## PART 8: SALARY PACKAGING

- (1) Salary packaging is available for employees in departments and agencies covered by this Agreement.
- (2) Departments and agencies are 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 9: CONSULTATIVE COMMITTEES

### 9.1 *Central Consultative Forum (CCF)*

There will be a joint union/employer CCF to oversee the implementation of the certified agreement. The CCF will comprise senior officers from agencies of the Queensland Government and relevant unions. The CCF will meet as required. Any party to this Agreement may seek to convene of a meeting by contacting the nominated Chair and identifying the issue/s for discussion.

### 9.2 *Consultative Committees (CC)*

- (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) In recognition of clause 9.2 (1), each agency will have a joint union/employer CC. The CC 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 (Part x)
  - b) Organisational Change and Restructuring (Part x)
  - c) Climate Change (Part x)
  - d) Training (Part x)
  - e) Union Encouragement (Part x)
  - f) Balancing Work/Life and Family (Part x)
  - g) Organisational matters such as the review of, changes to or introduction of new workforce management policies.

At the agency level, the CC may agree to establish standing committees, sub-committees, or other additional consultative structures (such as Local Consultative Committees or Climate Change Committees) with agreed terms of reference/operating principles.

- (3) The parties recommend that in addition to CCs, agencies facilitate and encourage the operation of consultative forums at the local level. These forums allow for consultation, engagement and dispute resolution directly between affected employees (through their union delegates to the committee/forum) and the relevant decision-makers.
- (4) Each agency will develop, in consultation with the relevant unions, a framework for the conduct of consultation within the agency within six months of the date of certification of this Agreement. This framework should take into account the organisational structure of the agency, the different parties that should be involved in consultative processes, and the interaction between various consultative mechanisms.
- (5) This Agreement, through various provisions, allocates a number of roles and responsibilities to CCs which agencies 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 the Terms of Reference template for CCs within six months of the date of certification of this Agreement.

#### **PART 10: COLLECTIVE INDUSTRIAL RELATIONS**

- (1) The Government acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of agencies 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.
- (2) The Government as an employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 1999* and any determinations of the Queensland Industrial Relations Commission.
- (3) The Government is committed to collective agreements and will not support non-union agreements or Queensland Workplace Agreements.

#### **PART 11: 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.

#### **PART 12: UNION ENCOURAGEMENT**

- (1) 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.
- (2) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (3) Information on the relevant union(s) will be included in induction materials.
- (4) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (5) Agencies are to provide relevant unions with complete lists of new starters to the workplace on a quarterly basis, unless agreed between the relevant agency and union to be on a more regular basis. This information is to be provided electronically and shall include work location details.
- (6) Agencies also are required where requested to provide relevant unions with a listing of current staff. This information shall be supplied on a six monthly basis, unless agreed between the relevant agency and union to be on a more regular basis. The provision of all staff information to relevant unions is subject to s373 of the *Industrial Relations Act 1999*.

### **PART 13: UNION DELEGATES**

- (1) The 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.
- (2) 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.
- (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, 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.
- (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 5 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 agency.
- (4) Additional leave, over and above 5 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 agency, the relevant union and the employee.
- (5) Upon request and subject to approval by the chief executive (or delegated authority) of the agency, 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 chief executive of the agency/public sector unit concerned, 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" 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: PREVENTION AND SETTLEMENT OF DISPUTES**

- (1) 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.

- (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. 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.
- (3) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
  - (a) 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;
  - (b) if the matter is not resolved as per (a) 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;
  - (c) if the matter remains unresolved it may be referred by the employee and/or his/her union representative to the CCF 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) 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.
- (6) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

## **PART 16: WORKLOAD MANAGEMENT**

- (1) 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 agencies should ensure safe work environments are not compromised, and that agency responsibilities under legislation including duty of care to all employees are complied with.
- (2) 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 TOIL.
- (3) Agencies are 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.
- (4) The Queensland Government remains committed to the implementation of the workload management tool during the life of this Agreement. The parties agree that a review of the workload management tool in the first 12 months after certification of this Agreement will occur through a joint union/PSC working party. In utilising the workload management tool agencies are obliged to adapt the template tool to account for agency-specific circumstances to ensure easier application of the tool.
- (5) In addition, the parties agree that each Consultative Committee (CC) will deal with the issue of workload management. The activities of the CC in the area of workload management should include, but not be limited to, the following:
  - (a) To undertake research on local workload management issues;
  - (b) To address specific workload issues referred by staff of work units, union officials and/or management;
  - (c) To develop expedient processes for referral of workload issues to the CC;
  - (d) Based on research, develop strategies to improve immediate and long term workload issues;
  - (e) To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee.
  - (f) To consider the impacts on workloads when organisational change occurs, particularly those impacts

arising from the introduction of new programs and from machinery of government changes, and make recommendations to affected workgroups on the management of potential workload issues where appropriate.

#### **PART 17: FAIR CAREER PATHS**

- (1) 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.
- (2) Each agency, in consultation with the relevant CC, will ensure it has a review process in place to allow aggrieved employees the opportunity to raise concerns about the work value assessment (utilising 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.
- (3) 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 agencies when finalising the review process referred to above. The review of the Design Principles will be completed within 12 months of the date of certification of this Agreement.

#### **PART 18: WORKPLACE BULLYING AND HARRASSMENT**

The parties recognise that workplace bullying and harassment is a serious issue which is not acceptable and must be eliminated.

#### **PART 19: CLIENT AGGRESSION**

The parties recognise that client aggression is a workplace health and safety issue affecting some public sector workplaces and agree that violence and aggression by clients towards staff is not acceptable. The Government, through Workplace Health and Safety Queensland of the Department of Justice and Attorney-General, will review and update its publications dealing with occupational violence. On completion of this review and within twelve months of certification of this Agreement, Government will consult with public sector unions about implementation of strategies consistent with Workplace Health and Safety Queensland publication to manage the risk, and respond to incidents, of client aggression.

#### **PART 20: CLIMATE CHANGE**

The parties acknowledge that responding to the risks of dangerous climate change is one of the most critical challenges presently facing employers and workers alike. The Government recognises that staff play an important and necessary role in implementing any sustainability measures in the workplace and as such, a joint approach represents the best way to achieve the Government's sustainability objectives.

#### **PART 21: RURAL AND REMOTE HOUSING**

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.

The Queensland Government will commit to completing a review of security standards in government dwellings in Indigenous communities throughout the State within six months of certification of this Agreement.

#### **PART 22: BALANCING WORK/LIFE AND FAMILY**

- (1) The Queensland Government recognises the increasingly complex interplay between people's work and personal lives and the challenges involved in managing work, family and lifestyle responsibilities. It is committed to helping employers and employees establish workplace practices that improve work-life

- balance, and have introduced a variety of initiatives on work and family.
- (2) The parties recognise that implementing Work-Life Balance initiatives will enable the Queensland Government to continue providing effective service delivery to the Queensland public.
  - (3) The Queensland Government is committed to improving the uptake of existing work-life balance policies across the public sector in order to realise the potential of work-life balance as a tool to improve the attraction and retention of employees and subsequently productivity for employers.
  - (4) The Queensland Government agrees to actively educate and provide practical tools to implement work-life balance policies and flexible work practices for individual organisations and their employees in order to develop organisational cultures that support work-life balance.
  - (5) Workplace arrangements supported by the Queensland Government to assist employees in balancing work, family and lifestyle responsibilities include (but not limited to):
    - Leave arrangements – e.g. carer’s leave, study/training leave, career breaks, cultural leave, flexible access to long service leave, purchased leave;
    - Policies relevant to parenting and pregnancy – e.g. paid/unpaid parental leave, pre-natal leave, spousal leave, breastfeeding facilities, lactation breaks;
    - Flexible working arrangements – e.g. telecommuting, job sharing, flexible hours of work or ADO arrangements, transition to retirement arrangements, compressed working weeks, averaging ordinary hours;
    - Additional work provisions – e.g. employee services, health programs, exercise facilities, relocation assistance.
  - (6) Agencies should monitor the implementation and uptake of work-life balance policies across their workforce in consultation through agency Consultative Committees.
  - (7) The parties agree that requests by employees to access work-life balance policies must not be unreasonably refused.
  - (8) **Organisational Hours of Work (Flexi-time)** - The government agrees to consent to an application by the relevant unions to amend the *Queensland Public Service Award – State 2003* to provide greater detail on the minimum conditions to be included in organisational hours of work arrangements (flexitime) subject to agreement between the parties on the content of the application to amend the Award.

## **PART 23: SPREAD OF HOURS – BRISBANE CENTRAL BUSINESS DISTRICT**

- (1) These provisions shall apply only to employees engaged under the *Queensland Public Service Award - State – 2003* where the employee’s place of work, at daily commencing and finishing times, is within the Area of City Heart of Inner City of Brisbane (as defined at Schedule 1 of the *Order - Trading Hours – Non-Exempt Shops Trading By Retail – State* dated QGIG 23 January 2004 as amended).
- (2) In recognition of the problems associated with increased traffic congestion into the Central Business District of Brisbane and subject to a majority-approved ballot of Brisbane Central Business District employees, the parties agree to a wider ordinary spread of hours of 6.00 am to 7.00 pm 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, which only applies to employees subject to the *Queensland Public Service Award – State 2003*, the ordinary spread of hours for the purposes of clause 1.1 of the Schedule to the Directive shall be 6.00 am to 7.00 pm.
- (5) 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 agencies 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.

## **PART 24: OTHER INITIATIVES**

### **24.1 *Science Industry***

The parties share the objective of establishing the Queensland Government as an employer of choice for science-related occupations by promoting a culture that recognizes the value of science in government decision-making and planning.

The parties agree to establish a joint Government/union working party which will perform an audit of all aspects of employment and conditions of science industry workers in Queensland Public Service within the life of this Agreement. The objective of this study is for the parties to obtain an accurate and complete snapshot of the existing employment-related provisions for science industry workers and how these compare within the Queensland Public Service and across the industry generally.

The terms of reference for this working party should include, but not be limited to, examination of use of intellectual property and moral rights, pay equity and use of the TO classification.

### **24.2 *Call Centres***

It is agreed that the Department of Justice and Attorney-General will review and update the Workplace Health and Safety Guide for Call Centres and the Code of Practice for Call Centres in consultation with representatives of relevant agencies and public sector unions. This review will be completed within twelve months of the certification of this Agreement.

### **24.3 *Agency-specific and Occupational-specific Arrangements***

Agency specific and occupational specific conditions are contained in Appendices 5 to 21.