

WITHOUT PREJUDICE

DEPARTMENT OF COMMUNITY SAFETY  
QUEENSLAND CORRECTIVE SERVICES (QCS)

and

QUEENSLAND PUBLIC SECTOR UNION

Heads of Agreement

**1. Purpose of Heads of Agreement**

The parties agree that the terms of this Heads of Agreement will be elaborated upon and incorporated into an agreement between the parties signatory to this Heads of Agreement entitled the *Queensland Corrective Services – Correctional Employees’ Certified Agreement 2010* and will have a nominal expiry date of 31 March 2013 (‘the Agreement’).

The parties agree that this Heads of Agreement includes all substantive changes sought and agreed to by the parties for inclusion in the final Agreement (unless otherwise specified). No further substantial changes will be sought or made to the final Agreement by either party in the drafting process.

The parties will use their best endeavours to conclude negotiations on a final Agreement as soon as possible.

While negotiations continue in good faith and in accordance with the commitments made in this Heads of Agreement, the parties will not take industrial action in pursuit of their claims.

**2. Wage Increases**

The final Agreement will provide for salary increases of 4.5% (or \$34 whichever is the greater) from 1 April 2010, 4% (or \$34 whichever is the greater) from 1 April 2011 and 4% (or \$34 whichever is the greater) from 1 April 2012 in exchange for no further claims as per the Memorandum of Understanding (MOU) (attached).

**3. Rostering**

Queensland Corrective Services (QCS) will work collaboratively with the QPSU to explore and review rostering arrangements outside of the *Queensland Corrective Services – Correctional Employees’ Certified Agreement 2010* in terms of complying with clause 4.1.5 (f) of the *Department of Corrective Services - Correctional Employees’ Certified Agreement 2007* (‘the 2007agreement’) which references the QIRC Full Bench review of rostering practices.

#### **4. Employment Security**

There will be no forced redundancies during the life of the Agreement and commitments to maximising employment security for tenured employees and maximising permanent employment will be maintained.

The Agreement will provide for workforce data to be tabled at agency consultative committee meetings quarterly, including details as to:

- a. the number of permanent, temporary and casual employees engaged at that time;
- b. any significant variance in the number of permanent, temporary and casual employees;
- c. the conversion of any temporary employees to tenured status.

#### **5. Workplace Consultation**

The ACC and LWCC arrangements existing under the 2007 agreement will be continued under the Agreement.

QCS will advise the ACC, and/or LWCC where relevant, of their intention to implement changes that may affect the employment security or conditions of employees, prior to the commencement of any planned changes.

The parties further agree to establish an agreed terms of reference for consultative committees as soon as practicable subsequent to certification of the Agreement.

#### **6. Collective Industrial Relations and Union Encouragement**

Collective industrial relations, union encouragement, union delegates and industrial relations leave provisions from the 2007 agreement will be rolled over into the Agreement.

QCS will provide the union office or relevant union delegates with complete lists of new starters to the workplace for the purposes of contacting them about membership of the union. This should be done at least monthly. Lists are to be provided electronically and include work location details. QPSU

delegates and the union office will be given access to current staff lists for workplaces of employees under this agreement.

A protocol for the release of union delegates in the performance of union activity will be appended to the Agreement subject to agreement from both parties as to its terms. Should the parties fail to reach agreement in a timely manner, discussions will continue with a view to finalising the protocol as an administrative arrangement.

## **7. Classification Structure**

The parties commit to establishing a joint Classification Structure Review Committee (CSRC). The role and purpose of the committee is to:

- identify the parties' concerns with the current structure;
- identify options to address those concerns; and
- identify the costs, advantages and disadvantages of implementing those options.

It is intended that the outcomes of the committee's discussions will inform the parties' position in future negotiations for a replacement certified agreement.

The committee is to report to the parties to the agreement on the results of its review by 30 June 2012.

The development of options, costings, advantages and disadvantages by the working party does not imply or require agreement by either party.

No change to the classification structure will occur during the life of the 2010-2013 certified agreement.

## **8. Trade Instructors/Farm Officers Trade or Post-Trade Qualifications**

The parties agree to enter into discussions about developing an exchange of letters to provide further clarity around the application of clause 5.7.5 of the Department of Corrective Services Correctional Officers Award – State 2005; specifically, the nature of trade or post-trade qualifications to be applied for the purposes of progression for Trade Instructors and Farm Officers.

## **9. EOI for Relieving Supervisor Arrangements**

QCS will implement a division wide policy which details a transparent expression of interest process for appointment as relieving correctional supervisor.

## **10. WPH&S Committee Representation**

The QPSU notes that QCS is establishing a divisional-level workplace health and safety committee that will include a representative from the QPSU.

## **11. Leave Loading**

The parties agree that all employees currently in receipt of the aggregated shift allowance in accordance with clause 4.5 of the current certified agreement, will be paid leave loading at the rate of 27.5% of base wage or salary. For those employees, currently receiving the aggregated shift allowance and being paid 17.5% leave loading, the commencement of payment at the rate of 27.5% leave loading will be effective as from 21 December 2009.

Back-pay associated with this item will occur subsequent to certification of the agreement.

## **12. Other initiatives**

QCS will extend fatigue management and secondary employment guidelines to casual employees.

## **13. Previous Agreement**

All provisions (excluding the wage increases) in the *Department of Corrective Services - Correctional Employees' Certified Agreement 2007* will be rolled over into the *Queensland Corrective Services – Correctional Employees' Certified Agreement 2010* unless otherwise indicated by items in this Heads of Agreement.

The *Queensland Corrective Services – Correctional Employees' Certified Agreement 2010* will replace the *Department of Corrective Services - Correctional Employees' Certified Agreement 2007*.