

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 156 - Certification of an agreement

Crime and Misconduct Commission Certified Agreement 2009
(CA/2009/175)

DEPUTY PRESIDENT SWAN

18 December 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 18 December 2009 the Commission certifies the following written agreement:

Crime and Misconduct Commission Certified Agreement 2009 (CA/2009/175)

made between:

- Crime and Misconduct Commission (ABN 32 164 714 360)
- The Queensland Public Sector Union of Employees

The agreement was certified by the Commission on 18 December 2009 and shall operate from the date of certification by the Queensland Industrial Relations Commission (i.e. 18 December 2009) until its nominal expiry on 31 July 2012.

This agreement replaces CA/2007/10 (Crime and Misconduct Commission Certified Agreement)

By the Commission.

D.A. SWAN
Deputy President

Attachment A – The Agreement

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999, s.156

Chairperson of the Crime and Misconduct Commission

AND

The Queensland Public Sector Union of Employees

*(No. CA/2009/)***CRIME AND MISCONDUCT COMMISSION CERTIFIED AGREEMENT 2009**

APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 1999*, on the 27th day of November 2009, BETWEEN the Chairperson of the Crime and Misconduct Commission AND The Queensland Public Sector Union of Employees witness that the parties mutually agree as follows:

PART 1: APPLICATION AND OPERATION**1.1 Title**

This agreement will be known as the *Crime and Misconduct Commission 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

PART 2: WAGES AND ALLOWANCES

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

PART 3: TRAINING**PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS**

Commitment	4.1
Appropriate Remuneration	4.2

PART 5: CULTURAL LEAVE**PART 6: PAID PARENTAL LEAVE****PART 7: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT**

Employment Security 7.1

Permanent Employment 7.2

Organisational Change and Restructuring 7.3

PART 8: SALARY PACKAGING**PART 9: CONSULTATIVE COMMITTEE**

Joint Consultative Committee (JCC) 9.1

PART 10: COLLECTIVE INDUSTRIAL RELATIONS**PART 11: ILO CONVENTIONS****PART 12: UNION ENCOURAGEMENT****PART 13: UNION DELEGATES****PART 14: INDUSTRIAL RELATIONS EDUCATION LEAVE****PART 15: PREVENTION AND SETTLEMENT OF DISPUTES****PART 16: WORKLOAD MANAGEMENT****PART 17: FAIR CAREER PATHS****PART 18: WORKPLACE BULLYING AND HARRASSMENT****PART 19: CLIENT AGGRESSION****PART 20: CLIMATE CHANGE****PART 21: BALANCING WORK/LIFE AND FAMILY****APPENDIX 1: SALARY SCHEDULES****APPENDIX 2: AUSTRALIAN QUALIFICATIONS FRAMEWORK****1.3 Application**

- (1) This agreement will apply to persons employed by the Crime and Misconduct Commission pursuant to s.254(1) of the *Crime and Misconduct Act 2001* and who are employed under the *Crime and Misconduct Commission Employees Award – State 2006*.
- (2) This following persons are not covered by this agreement:
 - (a) Assistant Commissioners and Senior Officers employed under s.244 or s.245 of the *Crime and Misconduct Act 2001*;
 - (b) Persons employed by the Crime and Misconduct Commission under a written contract of employment pursuant to s.254(4) of the *Crime and Misconduct Act 2001*.

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 the *Crime and Misconduct Commission Employees Award – State 2006*. In the event of any inconsistency with that award, the terms of this Agreement will take precedence.

1.7 Replacement Agreement

This agreement replaces the *Crime and Misconduct Commission Certified Agreement 2006* when this agreement is certified.

1.8 Continuation of Provisions in Previous Certified Agreements

The provisions of the replaced *Crime and Misconduct Commission Certified Agreement 2006* 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.

1.9 Objectives of This Agreement

The parties are committed to an effective CMC delivering a quality service to the community and the public sector through the achievement of its goals and objectives. The parties will strive for improvements in service delivery, and improved efficiency and effectiveness of the CMC's 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 2.

“CMC” means the Crime and Misconduct Commission.

“JCC” means a joint union/employer consultative committee.

“PSC” means the Public Service Commission.

“QPSU” means the Queensland Public Sector Union of Employees.

PART 2: WAGES AND ALLOWANCES

2.1 New Wage Rates

- (1) In recognition of the commitment of the parties as specified in clause 1.9 “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 1.

2.2 On Call Provisions

- (1) The following clauses are to be read in conjunction with Clause 5.13.3 “On call allowances” of the *Crime and Misconduct Commission Employees Award - State 2006*:
 - (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 Appendix 1.
 - (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 Chairperson (or delegate) of the CMC.

- (c) On call arrangements will be implemented by agreement between the Chairperson (or delegate) of the CMC and majority of affected employees in consultation with the QPSU.
- (2) The parties agree to consent to amendments to the *Crime and Misconduct Commission Employees Award - State 2006* which will consolidate existing on-call provisions in this award with the provisions prescribed above at clause 2.2 (1). It is agreed that the new award provisions to be inserted into the Award through these consent applications will supersede and totally override the provisions prescribed above at clause 2.2 (1).

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) Unless inconsistent with the terms of this agreement, the entitlement of employees covered by this agreement as contained in awards, agreements, or determinations made under the *Crime and Misconduct Act 2001* effective at the date this agreement was made shall not be reduced for the life of this agreement.
- (5) It is agreed that, subject to the approval of the Attorney-General and Minister for Industrial Relations, any increases in monetary amounts or other entitlements as a result of Queensland Industrial Relations Commission decisions or whole of government policy 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 *Crime and Misconduct Commission Employees Award - State 2006*.
- (3) The CMC will support union applications to amend the *Crime and Misconduct Commission Employees Award - State 2006* during the life of this Agreement to include the salary rates of the *Crime and Misconduct Commission Certified Agreement 2006*.
- (4) The CMC will consent to applications made after the nominal expiry date of this agreement to amend the *Crime and Misconduct Commission Employees Award - State 2006* 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 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 CMC needs to enable employees to meet the requirements of clauses 4.1 and 4.2 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 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 the CMC's policy on 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. The CMC will where possible 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) The CMC shall provide in writing to the members of the JCC 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 the *Crime and Misconduct Commission Employees Award - State 2006*.
- (3) It is acknowledged that management has a right to implement changes to ensure the effective delivery of 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 parties agree that the CMC should report to the QPSU on a quarterly basis the current status of employment practices within the agency. This report should be provided on a quarterly basis at the JCC. 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.
- (5) Permanent 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. The CMC and its employees will comply with the CMC policy on Redeployment and Redundancy. Where an employee refuses to participate or cooperate in these processes, the full provisions of the policy pertaining to retrenchment may be followed to the extent of their applicability.
- (6) The CMC agrees to provide relevant information to the QPSU when it intends to apply the provisions of the Redeployment and Redundancy Policy and Procedure where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same time the CMC's intentions are communicated to the employee. An affected employee must be provided with notice of the CMC'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 covered by this agreement.
- (2) The CMC will 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 COMMITTEE

9.1 Joint Consultative Committee (JCC)

- (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 CMC agree to have a joint union/employer consultative committee (JCC), if requested by the QPSU. 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 (Part 16)
 - b) Organisational Change and Restructuring (Part 7)
 - c) Climate Change (Part 20)
 - d) Training (Part 3)
 - e) Union Encouragement (Part 12)
 - f) Balancing Work/Life and Family (Part 21)
 - g) Organisational matters such as the review of, changes to or introduction of new workforce management policies.

The JCC 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 the JCC, the CMC will 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) The parties will develop 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. The parties acknowledge that such a consultative process is already in existence at the CMC.
- (5) This agreement, through various provisions, allocates a number of roles and responsibilities to the JCC which the CMC will ensure occur in accordance with the provisions of this Agreement and the Terms of Reference template for joint union/employer consultative committees. The parties to this agreement agree to review and update the Terms of Reference template 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 the CMC. 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 QPSU will be provided to all employees at the point of engagement.
- (3) Information on the QPSU will be included in induction materials.
- (4) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (5) The CMC will provide the QPSU with complete lists of new starters to the workplace on a quarterly basis, unless agreed between the CMC and union to be on a more regular basis. This information is to be provided electronically and shall include work location details.
- (6) The CMC will also where requested provide the QPSU with a listing of current staff comprising name, job title and work location. This information shall be supplied on a six monthly basis, unless agreed between the CMC and union to be on a more regular basis. The provision of all staff information to the QPSU shall be consistent with the principles outlined at s373 (3) 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) 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 Chairperson (or delegate) of the CMC.
- (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 Chairperson (or delegate) of the CMC, the QPSU and the employee.
- (5) Upon request and subject to approval by the Chairperson (or delegate) of the CMC, 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 Chairperson (or delegate) of the CMC, employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the CMC's Special Leave Policy and Procedure in relation to special leave without salary. Conditions outlined in the policy 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 JCC 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 CMC is committed to working with its employees and the QPSU to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore the CMC should ensure safe work environments are not compromised, and that its 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) The CMC is obliged to consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes. Management at the local level should undertake appropriate consultation with affected employees when implementing organisational initiatives including machinery of government changes that may have an impact on the workloads of affected employees.
- (4) The CMC is committed to the implementation of the workload management tool during the life of this agreement. The parties acknowledge 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 the CMC is obliged to adapt the template tool to account for its specific circumstances to ensure easier application of the tool.
- (5) In addition, the parties agree that the JCC will 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 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 JCC;
 - (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 employees.
- (2) The CMC, in consultation with the JCC, 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 QPSU and may include a union representative as part of the process.

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 parties acknowledge that the Government 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: BALANCING WORK/LIFE AND FAMILY

- (1) The CMC 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 employees establish workplace practices that improve work-life balance, and has introduced a variety of initiatives on work and family.

- (2) The parties recognise that implementing Work-Life Balance initiatives will enable the CMC to continue providing the effective delivery of its services.
- (3) The CMC is committed to improving the uptake of existing work-life balance policies 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 the CMC.
- (4) The CMC agrees to actively educate and provide practical tools to implement work-life balance policies and flexible work practices for employees in order to develop organisational cultures that support work-life balance.
- (5) Workplace arrangements supported by the CMC 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;
 - Flexible working arrangements – e.g. teleworking, job sharing, flexible hours of work arrangements, transition to retirement arrangements;
 - Additional work provisions – e.g. employee services, health programs.
- (6) The CMC will monitor the implementation and uptake of work-life balance policies across its workforce in consultation through the JCC.
- (7) The parties agree that requests by employees to access work-life balance policies must not be unreasonably refused.
- (8) Variable working hours - The CMC agrees to consent to an application by the QPSU to amend the *Crime and Misconduct Commission Employees Award – State 2006* to provide greater detail on the minimum conditions to be included in variable working hours arrangements subject to agreement between the parties on the content of the application to amend the Award.

SIGNATORIES

Signed by the Chairperson of the Crime and Misconduct Commission: Robert Needham
In the presence of: Lucille Cooney

Signed for and on behalf of The Queensland Public Sector Union of Employees: Alexander Scott
In the presence of: Katherine Flanders

Appendix 1: Salary Schedules

CRIME AND MISCONDUCT COMMISSION CERTIFIED AGREEMENT 2009

Administrative Stream

Classification Level	Pay Point	Salary 1/07/08 per fortnight	Salary 1/08/09 per fortnight	Salary 1/08/10 per fortnight	Salary 1/08/11 per fortnight	Annualised Salary following 1/07/08 Increase	Annualised Salary following 1/08/09 Increase	Annualised Salary following 1/08/10 Increase	Annualised Salary following 1/08/11 Increase
AO1	1	\$1,077.90	\$1,145.90	\$1,213.90	\$1,281.90	\$28,121.64	\$29,895.83	\$31,669.91	\$33,443.98
	2	\$1,148.30	\$1,216.30	\$1,284.30	\$1,352.30	\$29,958.33	\$31,732.52	\$33,506.60	\$35,280.68
	3	\$1,218.50	\$1,286.50	\$1,354.50	\$1,422.50	\$31,789.79	\$33,563.99	\$35,338.07	\$37,112.15
AO2	1	\$1,378.20	\$1,446.20	\$1,514.20	\$1,582.20	\$35,956.25	\$37,730.47	\$39,504.55	\$41,278.63
	2	\$1,414.70	\$1,482.70	\$1,550.70	\$1,618.70	\$36,908.51	\$38,682.73	\$40,456.81	\$42,230.89
	3	\$1,452.30	\$1,520.30	\$1,588.30	\$1,656.30	\$37,889.47	\$39,663.69	\$41,437.77	\$43,211.85
	4	\$1,490.00	\$1,558.00	\$1,626.00	\$1,694.00	\$38,873.04	\$40,647.26	\$42,421.34	\$44,195.42
	5	\$1,528.00	\$1,596.80	\$1,664.80	\$1,732.80	\$39,864.43	\$41,659.53	\$43,433.61	\$45,207.69
	6	\$1,566.80	\$1,637.30	\$1,705.30	\$1,773.50	\$40,876.69	\$42,716.15	\$44,490.23	\$46,269.53
	7	\$1,608.80	\$1,681.20	\$1,749.20	\$1,819.20	\$41,972.44	\$43,861.48	\$45,635.55	\$47,461.81
	8	\$1,654.30	\$1,728.70	\$1,797.80	\$1,869.70	\$43,159.51	\$45,100.72	\$46,903.50	\$48,779.32
AO3	1	\$1,767.80	\$1,847.40	\$1,921.30	\$1,998.20	\$46,120.64	\$48,197.53	\$50,125.54	\$52,131.81
	2	\$1,836.10	\$1,918.70	\$1,995.40	\$2,075.20	\$47,902.54	\$50,057.70	\$52,058.76	\$54,140.69
	3	\$1,904.00	\$1,989.70	\$2,069.30	\$2,152.10	\$49,674.00	\$51,910.05	\$53,986.77	\$56,146.97
	4	\$1,971.40	\$2,060.10	\$2,142.50	\$2,228.20	\$51,432.42	\$53,746.74	\$55,896.51	\$58,132.37
AO4	1	\$2,090.30	\$2,184.40	\$2,271.80	\$2,362.70	\$54,534.43	\$56,989.65	\$59,269.87	\$61,641.39
	2	\$2,159.50	\$2,256.70	\$2,347.00	\$2,440.90	\$56,339.81	\$58,875.92	\$61,231.79	\$63,681.58
	3	\$2,228.90	\$2,329.20	\$2,422.40	\$2,519.30	\$58,150.41	\$60,767.40	\$63,198.93	\$65,726.99
	4	\$2,298.60	\$2,402.00	\$2,498.10	\$2,598.00	\$59,968.83	\$62,666.70	\$65,173.89	\$67,780.22
AO5	1	\$2,422.50	\$2,531.50	\$2,632.80	\$2,738.10	\$63,201.29	\$66,045.28	\$68,688.13	\$71,435.35
	2	\$2,492.80	\$2,605.00	\$2,709.20	\$2,817.60	\$65,035.37	\$67,962.85	\$70,681.36	\$73,509.45
	3	\$2,562.90	\$2,678.20	\$2,785.30	\$2,896.70	\$66,864.23	\$69,872.59	\$72,666.77	\$75,573.12
	4	\$2,633.00	\$2,751.50	\$2,861.60	\$2,976.10	\$68,693.09	\$71,784.94	\$74,657.39	\$77,644.62

Professional Stream

Classification Level	Pay Point	Salary 1/07/08 per fortnight	Salary 1/08/09 per fortnight	Salary 1/08/10 per fortnight	Salary 1/08/11 per fortnight	Annualised Salary following 1/07/08 Increase	Annualised Salary following 1/08/09 Increase	Annualised Salary following 1/08/10 Increase	Annualised Salary following 1/08/11 Increase
PO1	1	\$1,105.40	\$1,173.40	\$1,241.40	\$1,309.40	\$28,839.10	\$30,613.17	\$32,387.24	\$34,161.31
	2	\$1,216.50	\$1,284.50	\$1,352.50	\$1,420.50	\$31,737.62	\$33,511.69	\$35,285.76	\$37,059.83
	3	\$1,327.50	\$1,395.50	\$1,463.50	\$1,531.50	\$34,633.53	\$36,407.60	\$38,181.67	\$39,955.74
	4	\$1,438.50	\$1,506.50	\$1,574.50	\$1,642.50	\$37,529.44	\$39,303.51	\$41,077.58	\$42,851.65
	5	\$1,500.60	\$1,568.60	\$1,636.60	\$1,704.60	\$39,149.58	\$40,923.65	\$42,697.72	\$44,471.80
	6	\$1,563.10	\$1,633.40	\$1,701.40	\$1,769.50	\$40,780.16	\$42,614.24	\$44,388.31	\$46,164.99
	7	\$1,633.80	\$1,707.30	\$1,775.60	\$1,846.60	\$42,624.67	\$44,542.24	\$46,324.14	\$48,176.47
PO2	1	\$1,765.90	\$1,845.40	\$1,919.20	\$1,996.00	\$46,071.07	\$48,145.17	\$50,070.56	\$52,074.21
	2	\$1,865.00	\$1,948.90	\$2,026.90	\$2,108.00	\$48,656.52	\$50,845.41	\$52,880.37	\$54,996.21
	3	\$1,963.60	\$2,052.00	\$2,134.10	\$2,219.50	\$51,228.92	\$53,535.21	\$55,677.14	\$57,905.17
	4	\$2,062.80	\$2,155.60	\$2,241.80	\$2,331.50	\$53,816.98	\$56,238.06	\$58,486.96	\$60,827.17
	5	\$2,162.20	\$2,259.50	\$2,349.90	\$2,443.90	\$56,410.25	\$58,948.74	\$61,307.21	\$63,759.61
	6	\$2,260.20	\$2,361.90	\$2,456.40	\$2,554.70	\$58,967.00	\$61,620.28	\$64,085.72	\$66,650.30
PO3	1	\$2,374.40	\$2,481.20	\$2,580.40	\$2,683.60	\$61,946.40	\$64,732.74	\$67,320.79	\$70,013.21
	2	\$2,447.10	\$2,557.20	\$2,659.50	\$2,765.90	\$63,843.09	\$66,715.52	\$69,384.46	\$72,160.36
	3	\$2,519.90	\$2,633.30	\$2,738.60	\$2,848.10	\$65,742.39	\$68,700.92	\$71,448.12	\$74,304.89
	4	\$2,592.90	\$2,709.60	\$2,818.00	\$2,930.70	\$67,646.91	\$70,691.53	\$73,519.61	\$76,459.87

Technical Stream

Classification Level	Pay Point	Salary 1/07/08 per fortnight	Salary 1/08/09 per fortnight	Salary 1/08/10 per fortnight	Salary 1/08/11 per fortnight	Annualised Salary following 1/07/08 Increase	Annualised Salary following 1/08/09 Increase	Annualised Salary following 1/08/10 Increase	Annualised Salary following 1/08/11 Increase
TO1	1	\$1,105.40	\$1,173.40	\$1,241.40	\$1,309.40	\$28,839.10	\$30,613.17	\$32,387.24	\$34,161.31
	2	\$1,216.50	\$1,284.50	\$1,352.50	\$1,420.50	\$31,737.62	\$33,511.69	\$35,285.76	\$37,059.83
	3	\$1,327.50	\$1,395.50	\$1,463.50	\$1,531.50	\$34,633.53	\$36,407.60	\$38,181.67	\$39,955.74
	4	\$1,438.50	\$1,506.50	\$1,574.50	\$1,642.50	\$37,529.44	\$39,303.51	\$41,077.58	\$42,851.65
	5	\$1,500.60	\$1,568.60	\$1,636.60	\$1,704.60	\$39,149.58	\$40,923.65	\$42,697.72	\$44,471.80
	6	\$1,563.10	\$1,633.40	\$1,701.40	\$1,769.50	\$40,780.16	\$42,614.24	\$44,388.31	\$46,164.99
	7	\$1,633.80	\$1,707.30	\$1,775.60	\$1,846.60	\$42,624.67	\$44,542.24	\$46,324.14	\$48,176.47
TO2	1	\$1,661.20	\$1,736.00	\$1,805.40	\$1,877.60	\$43,339.52	\$45,291.00	\$47,101.60	\$48,985.24
	2	\$1,722.70	\$1,800.20	\$1,872.20	\$1,947.10	\$44,944.01	\$46,965.93	\$48,844.36	\$50,798.45
	3	\$1,784.70	\$1,865.00	\$1,939.60	\$2,017.20	\$46,561.55	\$48,656.52	\$50,602.78	\$52,627.31
	4	\$1,847.10	\$1,930.20	\$2,007.40	\$2,087.70	\$48,189.52	\$50,357.54	\$52,371.63	\$54,466.60
	5	\$1,909.40	\$1,995.30	\$2,075.10	\$2,158.10	\$49,814.88	\$52,055.95	\$54,137.88	\$56,303.29
	6	\$1,971.40	\$2,060.10	\$2,142.50	\$2,228.20	\$51,432.42	\$53,746.54	\$55,896.29	\$58,132.15
TO3	1	\$2,090.30	\$2,184.40	\$2,271.80	\$2,362.70	\$54,534.43	\$56,989.44	\$59,269.64	\$61,641.16
	2	\$2,147.30	\$2,243.90	\$2,333.70	\$2,427.00	\$56,021.52	\$58,541.75	\$60,884.57	\$63,318.70
	3	\$2,203.70	\$2,302.90	\$2,395.00	\$2,490.80	\$57,492.96	\$60,081.02	\$62,483.84	\$64,983.19
	4	\$2,260.20	\$2,361.90	\$2,456.40	\$2,554.70	\$58,967.00	\$61,620.28	\$64,085.72	\$66,650.30

Operational Stream

Classification Level	Pay Point	Salary 1/07/08 per fortnight	Salary 1/08/09 per fortnight	Salary 1/08/10 per fortnight	Salary 1/08/11 per fortnight	Annualised Salary following 1/07/08 Increase	Annualised Salary following 1/08/09 Increase	Annualised Salary following 1/08/10 Increase	Annualised Salary following 1/08/11 Increase
OO1	1	\$942.70	\$1,010.70	\$1,078.70	\$1,146.70	\$24,594.37	\$26,368.44	\$28,142.51	\$29,916.58
	2	\$1,025.00	\$1,093.00	\$1,161.00	\$1,229.00	\$26,741.52	\$28,515.59	\$30,289.66	\$32,063.73
	3	\$1,107.80	\$1,175.80	\$1,243.80	\$1,311.80	\$28,901.71	\$30,675.78	\$32,449.85	\$34,223.92
	4	\$1,190.20	\$1,258.20	\$1,326.20	\$1,394.20	\$31,051.47	\$32,825.54	\$34,599.61	\$36,373.68
	5	\$1,272.80	\$1,340.80	\$1,408.80	\$1,476.80	\$33,206.44	\$34,980.51	\$36,754.59	\$38,528.66
	6	\$1,355.50	\$1,423.50	\$1,491.50	\$1,559.50	\$35,364.03	\$37,138.10	\$38,912.17	\$40,686.24
OO2	1	\$1,378.20	\$1,446.20	\$1,514.20	\$1,582.20	\$35,956.25	\$37,730.32	\$39,504.40	\$41,278.47
	2	\$1,416.80	\$1,484.80	\$1,552.80	\$1,620.80	\$36,963.30	\$38,737.37	\$40,511.44	\$42,285.51
	3	\$1,456.20	\$1,524.20	\$1,592.20	\$1,660.20	\$37,991.22	\$39,765.29	\$41,539.36	\$43,313.43
	4	\$1,495.50	\$1,563.50	\$1,631.50	\$1,699.50	\$39,016.53	\$40,790.60	\$42,564.67	\$44,338.74
OO3	1	\$1,519.10	\$1,587.50	\$1,655.50	\$1,723.50	\$39,632.23	\$41,416.74	\$43,190.81	\$44,964.88
	2	\$1,549.60	\$1,619.30	\$1,687.30	\$1,755.30	\$40,427.96	\$42,246.38	\$44,020.45	\$45,794.52
	3	\$1,582.60	\$1,653.80	\$1,721.80	\$1,790.70	\$41,288.90	\$43,146.46	\$44,920.53	\$46,718.08
	4	\$1,617.10	\$1,689.90	\$1,757.90	\$1,828.20	\$42,188.98	\$44,088.28	\$45,862.36	\$47,696.43
OO4	1	\$1,686.00	\$1,761.90	\$1,832.40	\$1,905.70	\$43,986.54	\$45,966.71	\$47,806.01	\$49,718.35
	2	\$1,741.10	\$1,819.40	\$1,892.20	\$1,967.90	\$45,424.06	\$47,466.85	\$49,366.15	\$51,341.11
	3	\$1,796.40	\$1,877.20	\$1,952.30	\$2,030.40	\$46,866.79	\$48,974.81	\$50,934.11	\$52,971.69
	4	\$1,851.10	\$1,934.40	\$2,011.80	\$2,092.30	\$48,293.88	\$50,467.11	\$52,486.42	\$54,586.61
OO5	1	\$1,900.00	\$1,985.50	\$2,064.90	\$2,147.50	\$49,569.64	\$51,800.28	\$53,871.77	\$56,026.74
	2	\$1,963.20	\$2,051.50	\$2,133.60	\$2,218.90	\$51,218.49	\$53,522.17	\$55,664.10	\$57,889.52
	3	\$2,026.90	\$2,118.10	\$2,202.80	\$2,290.90	\$52,880.37	\$55,259.72	\$57,469.48	\$59,767.94
	4	\$2,090.30	\$2,184.40	\$2,271.80	\$2,362.70	\$54,534.43	\$56,989.44	\$59,269.64	\$61,641.16
OO6	1	\$2,182.20	\$2,280.40	\$2,371.60	\$2,466.50	\$56,932.04	\$59,494.01	\$61,873.35	\$64,349.22
	2	\$2,240.80	\$2,341.60	\$2,435.30	\$2,532.70	\$58,460.87	\$61,090.67	\$63,535.24	\$66,076.33
	3	\$2,298.60	\$2,402.00	\$2,498.10	\$2,598.00	\$59,968.83	\$62,666.46	\$65,173.64	\$67,779.96
OO7	1	\$2,409.30	\$2,517.70	\$2,618.40	\$2,723.10	\$62,856.92	\$65,684.99	\$68,312.19	\$71,043.73
	2	\$2,468.30	\$2,579.40	\$2,682.60	\$2,789.90	\$64,396.18	\$67,294.70	\$69,987.12	\$72,786.50
	3	\$2,527.40	\$2,641.10	\$2,746.70	\$2,856.60	\$65,938.06	\$68,904.41	\$71,659.44	\$74,526.65

Appendix 2: Australian Qualifications Framework

The Australian Qualifications Framework (the AQF) is a unified system of fifteen national qualifications in schools, vocational education and training (TAFEs, Agricultural Colleges and private providers) and the higher education sector (mainly universities):

AQF Qualifications	Referred to in this Agreement as:
<ul style="list-style-type: none"> • Senior Secondary Certificate of Education • Certificate I • Certificate II • Certificate III • Certificate IV • Diploma • Advanced Diploma • Associate Degree • Bachelor Degree • Graduate Certificate • Vocational Graduate Certificate • Graduate Diploma • Vocational Graduate Diploma • Masters Degree • Doctoral Degree 	<ul style="list-style-type: none"> • AQF I • AQF II • AQF III • AQF IV • AQF V • AQF VI

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.

Exhibit 1: Broadcast Email #1

Hello everyone,

Further to Bob's email of last Tuesday, 13th October (refer below), please be advised that I received notification on Monday of this week of an amendment being made to the Core EB agreement as a result of discussions between JAG and QPSU. As the CMC Agreement closely reflects the Core EB agreement, so as to maintain employment parity, the amendment has also been made to our draft agreement.

The amendment relates to the Part 12, clause 6 of the attached draft Certified Agreement, and reads as follows

- (6) The CMC will also where requested provide the QPSU with a listing of current staff **comprising name, job title and work location**. This information shall be supplied on a six monthly basis, unless agreed between the CMC and union to be on a more regular basis. The provision of all staff information to the QPSU shall be **consistent with the principles outlined at s373 (3) of the Industrial Relations Act 1999**.

Given that we must demonstrate that we provided you with the final proposed agreement for a two-week consultation period prior to conducting a ballot, please be advised that the ballot will now be conducted on **Thursday 5th November**.

I'll provide you with details re the ballot process to be conducted at Green Square and our other premises in the next few days. However, if you are already aware that you will be on leave or out of the office on Thursday 5th November, please contact Sian Matta (x6293) as soon as possible to discuss arrangements for your vote.

The draft Certified Agreement is attached to this email, and also available on the intranet at: <http://www.cmc.intranet/>

Please give me a call if you have any queries.

Cheers,
Amy.

Amy Wicks
Human Resources Manager (Acting)

From: Bob Dowling
Sent: Tuesday, 13 October 2009 8:04 AM
Subject: Draft Certified Agreement

Hi everyone

Attached is a draft certified agreement for your consideration. I have also attached for your information an explanatory document that provides some additional information about the terms of the agreement.

As your conditions of employment are covered by the *Crime and Misconduct Commission Employees Award - State 2006*, the proposed agreement must be certified by the Queensland Industrial Relations Commission. Before we can make an application for certification we need to provide the proposed agreement to you for a two-week consultation period and then conduct a ballot. The ballot will be conducted on Tuesday, 27 October and you will be provided with further details of the ballot process closer to that date.

The parties to the proposed agreement are the CMC and the Queensland Public Sector Union of Employees (QPSU) who will represent your interests in the Industrial Relations Commission.

Please take the opportunity to read the proposed agreement, which will soon be posted on the Intranet. If you have any questions, please contact Amy Wicks. Alternatively, you can contact Kate Flanders from the QPSU on telephone 3017 6141 or at kcf@qpsu.org.au

Bob

.....
Bob Dowling
Human Resources Manager

Exhibit 2: Explanatory Notes**CRIME AND MISCONDUCT COMMISSION CERTIFIED AGREEMENT 2009****EXPLANATORY DOCUMENT**

Employees Covered by the Agreement

The proposed agreement is binding on the CMC (as the employer) and all employees whose conditions of employment are covered by the *Crime and Misconduct Commission Employees' Award – State 2006*. This includes all staff at and below the AO4/PO2 classification levels as well as some staff at the AO5/PO3 levels who occupy non-managerial and non-operational positions.

Duration of the Agreement

The proposed agreement has an expiry date of 31 July 2012 and notionally operates for three years. The agreement does not commence until it is certified by the Queensland Industrial Relations Commission, which will only occur once endorsement by a majority of employees who choose to vote in the ballot has been obtained.

Continuation of Provisions in Previous Agreement

This clause provides that the 2006 certified agreement will be replaced once the proposed 2009 agreement is certified by the Industrial Relations Commission. It also means the provisions of the 2006 agreement will be carried forward into the new agreement and will continue to apply to the employees previously affected. In some instances the provisions of the 2006 agreement may be inconsistent with, or specifically overridden by the proposed 2009 agreement. In those cases, the provisions of the new agreement will apply.

Wage Increases

First increase: 4.5% or \$34 per week (whichever is greater) from 1 August 2009
 Second increase 4% or \$34 per week (whichever is greater) from 1 August 2010
 Third increase: 4% or \$34 per week (whichever is greater) from 1 August 2011

On Call Provisions

This provision is identical to the on-call provision included in the 2006 agreement.

An employee required to be on call outside ordinary or rostered working hours will be paid an allowance based upon the hourly rate of the classification of PO3(4).

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. If during that hour the employee is recalled again to perform duties no further payment will apply (refer to the following example).

Example

Work Performed	Entitlement
Employee works from 10.00pm to 10.30pm	One hour's pay
Employee works 10.00pm to 10.30pm and from 10.45pm to 11.00pm	One hour's pay
Employee works 10.00pm to 10.30pm and from 1.00pm to 1.30pm	Two hours' pay

The CMC agrees to consent to amendments to the *Crime and Misconduct Commission Employees' Award – State 2006* to consolidate on-call provisions, which will supersede the provisions in the proposed agreement.

No Further Claims

The agreement is in full and final settlement of all parties' claims for the duration of the agreement. This means there can be no further claims for increased wages or employment conditions until the agreement expires on 31 July 2012.

It is agreed; however, that the following changes may be made to employees' rights and entitlements during the life of this agreement:

- General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
- any improvements in conditions determined on a whole-of-government basis; and
- reclassifications.

Award Maintenance

State Wage Case increases awarded by the Queensland Industrial Relations Commission in 2009 and the period up to and including the expiry date of the proposed agreement will be absorbed into the wage increases provided by the proposed agreement.

It is a term of the proposed agreement that no employee covered by the agreement will receive a rate of pay which is less than the corresponding rate of pay in the *Crime and Misconduct Commission Employees' Award – State 2006*.

The CMC will support an application by the Queensland Public Sector Union of Employees (QPSU) to amend the *Crime and Misconduct Commission Employees' Award – State 2006* to include the salary rates contained in the 2006 certified agreement.

Training and Recognition of Accredited Qualifications

There is an ongoing commitment to training and development through accredited courses and professional development programs.

Employees are 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.

Training and assessment of competencies will be provided in accordance with the Public Services Training Package or other accredited programs relevant to agency needs.

A qualification allowance will be payable to employees who have:

- an accredited qualification at the AQF level specified or higher achieved through training and assessment of competencies (including recognition of current competencies); and
- reached the maximum paypoint of the specified classification level in the Administration Stream or the Operational Stream; and
- 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).

in accordance with the following scale:

Training Payments

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

Cultural Leave

The *Industrial relations Act 1999* provides that Aboriginal or Torres Strait Islander employees may access up to five days unpaid cultural leave. This provision is reflected in the proposed agreement. It is noted, however, that the CMC's *Special Leave Policy and Procedure* does not impose any limit on the amount of leave that an Indigenous employee can take for this purpose.

Paid Parental Leave

The parties agree that existing parental leave provisions will continue for the life of the proposed agreement notwithstanding any Australian Government parental leave scheme.

Employment Security and Organisational Change and Restructuring

The parties are committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. The CMC will utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

The CMC will make every reasonable effort to avoid unnecessary job reductions.

The CMC will provide the QPSU with details of the CMC workforce on a quarterly basis as well as notice of any specific intention to implement changes that may affect the employment security of employees, prior to the commencement of the proposed changes.

Salary Packaging

In addition to existing salary packaging arrangements, the proposed agreement provides that employees may sacrifice up to 100% of salary to superannuation.

Joint Consultative Committee

If requested to do so by the QPSU, a joint union/employer consultative committee (JCC) will be formed to facilitate consultation on a broad range of issues.

Collective Industrial Relations

The Government's commitment to collective industrial relations will continue. This commitment supports constructive relations between managers and unions and recognises the need to work collaboratively with relevant unions and employees.

Union Encouragement

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.

Union Delegates

The Government acknowledges the constructive role democratically elected delegates undertake in the workplace in relation to union activities that support and assist members.

Industrial Relations Education Leave

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.

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 Chairperson (or delegate).

Prevention and Settlement of Disputes

The proposed Agreement contains a detailed process to address disagreements between the parties about the interpretation and implementation of the Agreement.

Workload Management

The CMC is committed to working with its employees and the QPSU to address workload management issues.

Fair Career Paths

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.

Workplace Bullying and Harassment

It is recognised that workplace bullying and harassment is a serious issue which is not acceptable and must be eliminated.

Climate Aggression

It is recognised that client aggression is a workplace health and safety issue that affects some public sector workplaces.

Climate Change

It is recognised that employees play an important and necessary role in implementing any sustainability measures in the workplace.

Balancing Work/Life and Family

The parties acknowledge that a number of workplace arrangements to assist employees in balancing work, family and lifestyle responsibilities exist. The parties agree that requests to access work/life balance arrangements must not be unreasonably refused.

Note – the proposed agreement contains similar provisions to the proposed *State Government Departments Certified Agreement 2009* and as such includes commitments made by the Government on a whole-of-government basis.