

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**Goprint Certified Agreement 2012
CA/2012/552**

DEPUTY PRESIDENT BLOOMFIELD

29 January 2013

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 14 November 2012 and 5 December 2012 the Commission certifies the following written agreement:

Goprint Certified Agreement 2012 (CA/2012/552)

made between:

- Director-General of the Department of Housing and Public Works; and
- Persons employed at Goprint, a business unit of the Department of Housing and Public Works, for whom classifications and wage rates are prescribed herein.

The Automotive, Metals, Engineering and Printing and Kindred Industries Industrial Union of Employees, Queensland Agreement and Together Queensland, Industrial Union of Employees became bound by the agreement pursuant to s. 166(2) of the *Industrial Relations Act 1999*.

The agreement was certified by the Commission on 5 December 2012 and shall operate from 5 December 2012 (administratively from 1 September 2012) until its nominal expiry on 30 September 2013.

This agreement (as amended on transcript) shall replace the *Goprint Certified Agreement 2009 (CA/2009/151)* which shall cease to apply from the date of the certification of this agreement.

By the Commission.

A.L. BLOOMFIELD
Deputy President

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999, s.156

Director-General of the Department of Housing and Public Works (Goprint)

AND

The employees of Goprint

(No. CA/2012/552)

GOPRINT CERTIFIED AGREEMENT 2012

APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 1999*, on the 2nd day of November 2012, BETWEEN the Director-General of the Department of Housing and Public Works and the employees to whom this agreement applies, witness that the parties mutually agree as follows:

PART 1: APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the *Goprint Certified Agreement 2012*.

1.2 Arrangement

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APPENDIX 2: Australian Qualifications Framework

1.3 Application

- (1) This Agreement shall apply to persons employed at Goprint for whom classifications and wage rates are prescribed herein.
- (2) The Chief Executive, 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*; and 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); are not covered by this Agreement.

The parties bound by this Agreement are the Director-General of Department of Housing and Public Works and the employees described at 1.3(1) above.

1.4 Date of Operation

The Agreement operates from the date of certification until the nominal expiry date of 30 September 2013. The parties agree that its terms will be given operative effect on and from 1 September 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 *Goprint Award – State 2012*. In the event of any inconsistency the terms of this Agreement shall take precedence.

1.7 Replacement Agreement

This Agreement replaces the *Goprint Certified Agreement (2009)* when this Agreement is certified.

1.8 Objectives of This Agreement

The Queensland Government Printer for over 150 years, Goprint provides print solutions and related services to Queensland Government departments and agencies.

The parties are committed to supporting the Government's priorities and obligations to the community.

Goprint will strive to deliver quality services for the Queensland Government.

1.9 Equity Considerations

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*.

1.10 Definitions and Abbreviations

"AQF" means the Australian Qualifications Framework. The AQF is a system of twelve national qualifications in schools, vocational education and training (TAFEs and private providers) and the higher education sector (mainly universities). The AQF is set out in Appendix 2.

"Department" means Department of Housing and Public Works.

PART 2: WAGES and ALLOWANCES

2.1 New Wage Rates

Wage increases shall apply to employees covered by this Agreement as follows:

1 September 2012	2.35%
1 September 2013	0.2%

The salary schedules are set out in Appendix 1.

2.2 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.

2.3 First Aid Allowance

Goprint will ensure the First Aid Allowance paid to appropriately qualified employees as applicable is in accordance with that paid to other public service employees under the *Queensland Public Service Award – State 2003*.

2.4 Acting Team Leaders – Production Staff

Production staff who are required to act as team leaders shall be compensated in accordance with clause 5.4.6 (b) of the *Goprint Award – State 2012*.

2.5 Meal Allowance

In lieu of the meal allowance provisions prescribed by clauses 6.7.3 to 6.7.5 of *Go Print Award – State*, the provisions of Directive 1/06, Overtime Meal Allowances, as amended from time to time, will apply to all employees covered by this agreement.

2.6 *No Further Claims*

- (1) This Agreement is in full and final settlement of all parties' claims for the period of its nominal term. 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, which claims are intended to take effect during the nominal term of this Agreement.
- (2) It is agreed that the following changes will flow 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;
 - (b) Reclassifications.
- (3) 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.
- (4) Where applicable, the rates of monetary entitlements, leave entitlements and other benefits existing as at the date of certification of this Agreement relating to the following will not be reduced for the life of this Agreement:
 - Recognition of Previous Service and Employment
 - Early Retirement, Redundancy and Retrenchment
 - Higher Duties
 - Overtime Meal Allowances
 - Motor Vehicle Allowances
 - Locality Allowances
 - Field Staff Conditions
 - Hours and Overtime Conditions
 - Recreation Leave
 - Sick Leave
 - Bereavement Leave
 - Long Service Leave
 - Paid Parental Leave
 - Transfer and Appointment Expenses
 - Domestic Travel and Relieving Expenses
 - International Travel and Relieving Expenses
 - Excess Travel Time
 - Special Leave
 - The Retrenchment of Temporary Employees Engaged on a Full Time or Part Time Basis
 - Critical Incident Entitlements and Conditions
 - Court Attendance and Jury Service
 - Transfer within and between classification levels and systems
 - Relocation Expenses for Officers Retiring from the Service
 - Leave and Travel Concessions - Isolated Centres
 - Progression Arrangements for Department of Child Safety Frontline Employees
 - Leave without Salary Credited as Service
 - Superannuation Entitlements for Certain Employees
 - Rewards for Creating Commercially Valuable Intellectual Property
 - Study and Examination Leave

PART 3: TRAINING

- (1) The parties to this Agreement recognise an ongoing commitment to training and development. It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives.

- (2) To achieve the desired levels of knowledge and skills there should be an emphasis upon building capability around key occupations through career development, job design, performance development, and workforce planning. The objective of this approach is to improve workforce capability and agencies' service delivery while enhancing job satisfaction and employees' professional growth.
- (3) Training and assessment of competencies will be provided in accordance with the Public Services Training Package or other accredited programs relevant to the employer's 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 shall 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 pay point 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

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: PARENTAL LEAVE

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

PART 6: TEMPORARY AND CASUAL EMPLOYMENT

- (1) The employer recognises it should only engage temporary employees to meet temporary circumstances as enunciated at section 148 of the *Public Service Act 2008*.

The employer recognises it should not engage employees as temporary employees for the purposes of avoiding the application of probation processes under the *Industrial Relations Act 1999*.

- (2) The employer recognises it should ensure that line management are conversant with the Temporary Employment Directive and in particular with their obligation to consider conversion of any temporary employees to tenured status in accordance with the relevant directive.

Line managers should also be conversant with their responsibilities to undertake performance planning and review processes with temporary employees, particularly in the first 6 months of employment. Such processes ensure temporary employee's performance has been assessed as suitable for possible future conversion to tenured status.

- (3) Casual employment is to be used only in genuine casual circumstances including but not limited to:
 - (a) unexpected labour shortages; and/or
 - (b) operational requirements; and/or
 - (c) sick leave or other short term leave; and/or
 - (d) short-term workload requirements.

- (4) Where the employer is giving consideration to the use of labour hire or external consultants, the employer may consider:
 - (a) the economic and efficient use of resources; and
 - (b) alternative employment arrangements e.g. permanent, casual, secondment or temporary employment.

PART 7: CONSULTATIVE COMMITTEES

- (1) Go-Print may have an employer-union consultative committee (CC) with agreed terms of reference/operating principles. The CC will be used to facilitate consultation on issues, including those issues arising from the implementation of this Agreement.

- (2) The CC may agree to establish standing committees, sub-committees, or other additional consultative structures (such as Local Consultative Committees) with agreed terms of reference/operating principles.

PART 8: SALARY PACKAGING

- (1) Salary packaging is available for employees (excluding short-term casual employees) covered by this Agreement in accordance with Queensland Government policy found in the Circular issued from time to time by the Public Service Commission.

- (2) The following principles apply 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: COLLECTIVE INDUSTRIAL REALTIONS

- (1) The employer acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of agencies and public sector units.

- (2) The employer supports constructive relations and recognises the need to work collaboratively with relevant unions and employees in a productive manner.

PART 10: 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 General Manager, Goprint 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 11: CAREER PATHS AND CLASSIFICATION

- (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) Where necessary a Public Service Commission representative may assist in the resolution of disagreement over job evaluation outcomes in an agency.

PART 12: REASONABLE WORKLOADS

- (1) The employer is committed to working with its employees and the public sector unions to address workload management issues.
- (2) The employer recognises it should consider the impacts on workloads when organisational change occurs.
- (3) The employer recognises its obligations under the *Work Health and Safety Act 2011* when managing workload issues.

PART 13: WORKPLACE BULLYING

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

PART 14: WORKLIFE BALANCE

- (1) The employer is committed to establishing workplace practices that improve the balance between work

and family for its employees.

- (2) The parties agree that requests by employees to access work-life balance initiatives will be considered provided that it is operationally convenient.

PART 15: COMPLAINT MANAGEMENT, DISCIPLINE AND WORKPLACE INVESTIGATIONS

The parties commit to examine the current processes relating to complaint management, discipline and workplace investigations with a view to creating system efficiencies within the public sector.

SALARY SCHEDULES GOPRINT CERTIFIED AGREEMENT 2012

Classification	Description	Fortnightly Effective 1/9/12	Fortnightly Effective 1/9/13
NAO1	ADMIN/TECH LEV1	\$1,271.70	\$1,274.20
NAO1	ADMIN/TECH LEV1	\$1,351.00	\$1,353.70
NAO1	ADMIN/TECH LEV1	\$1,430.00	\$1,432.90
NAO2	ADMIN/TECH LEV2	\$1,609.90	\$1,613.10
NAO2	ADMIN/TECH LEV2	\$1,651.00	\$1,654.30
NAO2	ADMIN/TECH LEV2	\$1,692.40	\$1,695.70
NAO2	ADMIN/TECH LEV2	\$1,733.50	\$1,737.00
NAO2	ADMIN/TECH LEV2	\$1,775.90	\$1,779.40
NAO2	ADMIN/TECH LEV2	\$1,820.90	\$1,824.60
NAO2	ADMIN/TECH LEV2	\$1,870.10	\$1,873.90
NAO2	ADMIN/TECH LEV2	\$1,924.30	\$1,928.10
NAO2	AO2 Cert IV (AFQIV)	\$1,966.80	\$1,970.70
NAO3	ADMIN/TECH LEV3	\$2,061.40	\$2,065.60
NAO3	ADMIN/TECH LEV3	\$2,142.90	\$2,147.20
NAO3	ADMIN/TECH LEV3	\$2,224.60	\$2,229.00
NAO3	ADMIN/TECH LEV3	\$2,306.00	\$2,310.70
NAO3	AO3 Diploma (AFQV)	\$2,349.90	\$2,354.60
NAO4	ADMIN/TECH LEV4	\$2,448.30	\$2,453.20
NAO4	ADMIN/TECH LEV4	\$2,531.20	\$2,536.30
NAO4	ADMIN/TECH LEV4	\$2,614.80	\$2,620.10
NAO4	ADMIN/TECH LEV4	\$2,698.30	\$2,703.60
NAO4	AO4 Adv Dip (AFQVI)	\$2,743.90	\$2,749.40
NAO5	ADMIN/TECH LEV5	\$2,846.70	\$2,852.40
NAO5	ADMIN/TECH LEV5	\$2,930.60	\$2,936.40
NAO5	ADMIN/TECH LEV5	\$3,014.70	\$3,020.70
NAO5	ADMIN/TECH LEV5	\$3,098.70	\$3,104.90
NAO6	ADMIN/TECH LEV6	\$3,274.90	\$3,281.40
NAO6	ADMIN/TECH LEV6	\$3,352.60	\$3,359.30
NAO6	ADMIN/TECH LEV6	\$3,430.20	\$3,437.00
NAO6	ADMIN/TECH LEV6	\$3,507.90	\$3,515.00
NAO7	ADMIN/TECH LEV7	\$3,671.60	\$3,678.90
NAO7	ADMIN/TECH LEV7	\$3,761.30	\$3,768.80
NAO7	ADMIN/TECH LEV7	\$3,851.50	\$3,859.20
NAO7	ADMIN/TECH LEV7	\$3,941.00	\$3,948.90
NAO8	ADMIN/TECH LEV8	\$4,073.90	\$4,082.10
NAO8	ADMIN/TECH LEV8	\$4,153.80	\$4,162.10
NAO8	ADMIN/TECH LEV8	\$4,232.90	\$4,241.40
NAO8	ADMIN/TECH LEV8	\$4,311.90	\$4,320.50
NAS201	PROD ASST	\$1,570.20	\$1,573.30
NAS202	PROD ASST	\$1,665.80	\$1,669.20
NAS203	PROD ASST	\$1,724.10	\$1,727.50
NAS204	PROD ASST	\$1,783.90	\$1,787.40
NAS205	PROD ASST	\$1,834.70	\$1,838.40
NAS24Q	Prod Asst L2 with Q	\$1,804.30	\$1,807.90
NBP301	BIND/PRINT	\$1,841.60	\$1,845.30
NBP302	BIND/PRINT	\$1,901.60	\$1,905.40
NBP303	BIND/PRINT	\$1,967.30	\$1,971.20
NPP401	PRE PRESS	\$1,882.90	\$1,886.70
NPP402	PRE PRESS	\$1,950.10	\$1,954.00
NPP403	PRE PRESS	\$2,020.40	\$2,024.40

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

- 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

Referred to in this Agreement as:

- 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.

SIGNATORIES

Signed by the Director-General of the Department of Housing and Public Works

Neil Castles

In the presence of:

Kim Guymer J.P.