

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

CITEC Certified Agreement 2015

Matter No. 2015/CA000012

DEPUTY PRESIDENT SWAN

07 January 2016

CERTIFICATE

This matter coming on for hearing before the Commission on 07 January 2016 the Commission certifies the following written agreement:

CITEC Certified Agreement 2015 – 2015/CA000012

Made between:

State of Queensland, Department of Science, Information Technology and Innovation Together
Queensland, Industrial Union of Employees

The agreement was certified by the Commission on 07 January 2016 and shall operate from 07 January 2016 until its nominal expiry on 31 October 2016.

This agreement cancels CITEC Certified Agreement 2012 - CA/2013/38.

By the Commission.

Deputy President Swan

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION
Industrial Relations Act 1999, s.156

Director-General of the Department of Science, Information Technology and Innovation (CITEC)

AND

Together Queensland, Industrial Union of Employees

AND

The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees.

(No. CA 12 of 2015)

CITEC CERTIFIED AGREEMENT 2015

APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 1999*, on the [DATE] day of November 2015 BETWEEN the Director-General of the Department of Science, Information Technology and Innovation, Together Queensland, Industrial Union of Employees and The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees.

PART 1: APPLICATION AND OPERATION

1.1 Title

This agreement shall be known as the *CITEC Certified Agreement 2015*.

1.2 Arrangement

PART 1 – APPLICATION AND OPERATION

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1.3 Application and Parties Bound

- (1) This agreement shall apply to persons employed at CITEC, a business unit of the Department of Science, Information Technology and Innovation, for whom classifications and wage rates are prescribed herein.
- (2) The following persons are not covered by this agreement:
 - (i) The Chief Executive, Senior Executives and Senior Officers under the *Public Service Act 2008*;
 - (ii) appointments made on a fixed term declared under s. 121 of the *Public Service Act 2008*; and
 - (iii) 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).
- (3) The parties bound by this agreement are the:
 - (i) Director-General of the Department Science, Information Technology and Innovation, its employees;
 - (ii) Together Queensland, Industrial Union of Employees (Together); and
 - (iii) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees.

1.4 Date and Period of Operation

The agreement operates from the date of certification until the nominal expiry date of 31 October 2016.

1.5 Replacement Agreement

This agreement replaces the *CITEC Certified Agreement 2012* when this agreement is certified.

1.6 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.

1.7 Relationship to Awards and Industrial Instruments

This agreement is to be read in conjunction with the *Queensland Public Service Officers and Other Employees Award – State 2015*. In the event of any inconsistency, this agreement shall take precedence.

1.8 Facilitative Provisions

Subject to clause 2.2, to achieve ongoing workplace changes and flexibility in conditions throughout the period of the agreement, workplace practices and arrangements to meet CITEC business requirements, including those not subject to this agreement, may be varied subject to the following conditions:

- (i) The proposed changes to conditions of employment have been agreed to by the majority of staff affected by the proposal. Where this is required, all employees directly affected will be consulted as a group and addressed by representatives of the Consultative Committee and/or representatives of other relevant unions. In these circumstances, agreement is defined as a majority of employees affected, however, it is acknowledged by the parties that consensus should, wherever possible, be the basis of agreement. In determining the outcome, neither party will unreasonably withhold agreement;
- (ii) In cases of significant workplace changes, the application of a "trial" period, where appropriate; and
- (iii) Ratification by the Queensland Industrial Relations Commission (QIRC), where necessary.

1.9 Objectives of this Agreement

CITEC is a business unit of the Department of Science, Information Technology and Innovation which provides services that affect the daily lives of all Queenslanders. The parties are committed to an effective organisation, delivering quality services to Queenslanders to support the Government's priorities and obligations to the community. As such, CITEC will strive for improvements in service delivery, improved efficiency and

effectiveness of its operations, particularly as it clarifies its future operating model.

The objectives of this agreement are to provide a framework for CITEC, a Business Unit of the Department of Science, Information Technology and Innovation, its employees and relevant unions to work together towards providing a range of information and communications technology services on behalf of the Queensland Government. These objectives shall be met by:

- (a) actively promoting improvements in all areas of our business through best practice, staff participation, and a process of continuous review;
- (b) developing a flexible, highly skilled workforce that is responsive to client requirements through ongoing learning opportunities;
- (c) enhancing communication processes between management, employees and unions to ensure that staff are adequately informed, and that disputes are constructively resolved;
- (d) providing a supportive, inspiring work environment which values innovation and enthusiasm;
- (e) recognising the importance of work life balance for all employees; and
- (f) ensuring a safe and healthy workplace for all employees.

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*. CITEC 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; a national system of qualifications encompassing all post-compulsory education. The AQF is set out in Appendix 2.

“Department” means the Department of Science, Information Technology and Innovation.

PART 2 – WAGES

2.1 New Wage Rates

In recognition of the commitment of the parties as specified in clause 1.8 “Objectives of This Agreement”, the following wage increase shall be available to employees covered by this agreement as follows:

- 2.5% from 1 November 2015.

Appendix 1 sets out the wage rates for the life of this agreement.

2.2 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) The Queensland Industrial Relations Commission State Wage Increases awarded during 2015 and thereafter will not be in addition to the wage increases provided by this Agreement.
- (3) This agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- (4) It is agreed that the following changes may be made to employee’s 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.
- (5) Unless inconsistent with the terms of this agreement, the entitlement of employees covered by this agreement as contained in awards, agreements, Ministerial Directives or determinations made under the *Public Service Act 2008* effective at the date this agreement was made shall not be reduced for the life of this agreement.
- (6) It is agreed that any increases in monetary amounts or other entitlements as a result of Queensland Industrial Relations Commission decisions, government policy, or Directives made under the *Public Service Act 2008* will be applied.

2.3 No Loss of Show Day

- (a) 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.
- (b) 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 Shift Work

Twelve (12) hour shift arrangements for computer operators shall continue to apply.

2.5 On-Call Allowance

- (1) The on-call allowance is payable for a week, weekend or individual on-call period as defined in 2.6 below. An officer must be on-call for the entire twelve (12) hour period to receive an on-call allowance.
- (2) Calculation of the on-call allowance is based on the hourly rate for a PO2(1) classification level. The rate per hour for each twelve (12) hour weeknight and weekend shifts are 7% and 14% respectively of the PO2(1) hourly rate.
- (3) This arrangement provides for any increase in the PO2(1) hourly rate to also increase the on-call allowance.

2.6 On-Call Periods

On-call periods for which an officer is eligible to receive the on-call allowance are:

- (1) Weeknights:
 - (a) Mon 1800 to Tues 0600
 - (b) Tue 1800 to Wed 0600
 - (c) Wed 1800 to Thur 0600
 - (d) Thur 1800 to Fri 0600
- (2) Weekends:
 - (a) Fri 1800 to Sat 0600
 - (b) Sat 0600 to Sat 1800
 - (c) Sat 1800 to Sun 0600
 - (d) Sun 0600 to Sun 1800
 - (e) Sun 1800 to Mon 0600
- (3) Public Holidays (to be paid at the weekend rate):
 - (a) 1800 on preceding day to 0600 on Public Holiday
 - (b) 0600 on Public Holiday to 1800 on Public Holiday

(c) 1800 on Public Holiday to 0600 on next day

2.7 Callout Time (Overtime)

- (1) For the purposes of this agreement, any unscheduled overtime performed while an officer is on-call is referred to as “callout time”.
- (2) The weekly ACTIVE on-call allowance also includes payment for the first 2 hours of any callout time worked for each week.
- (3) Any additional callout time is paid in accordance with existing overtime arrangements under the *Queensland Public Service Officers and Other Employees Award - State 2015* with subject to relevant cut off limits (in terms of classification levels eligible to be paid overtime).
- (4) Where an officer is on-call (ACTIVE) for only part of a week, the following reference table is provided to determine the amount of callout time (over as opposed to 2 hours for the week) to be included in the allowance.

Table 1: Callout time included for partial weeks

On-Call Periods Making Up Partial Week	Number Of On-Call Periods	Amount Of Callout Time Included In The On-Call Allowance
Fri 1800 to Mon 0600	Five	1 hour 15 minutes
Mon 1800 to Tue 0600 Tue 1800 to Wed 0600 Wed 1800 to Thu 0600 Thu 1800 to Fri 0600 Fri 1800 to Sat 0600	Five	1 hour 15 minutes
Wed 1800 to Thu 0600	One	15 minutes
Mon 1800 to Wed 0600 Thu 1800 to Fri 0600 (Note: These periods are not consecutive)	Three	45 minutes
Sat 0800 to Sat 1800 Sat 1800 to Sun 0600	Two	30 minutes

- (5) The included callout time is subtracted from the total callout time worked for each week (i.e. seven consecutive days) to determine the amount of paid callout time.
- (6) The minimum callout paid associated with on-call are:
 - (i) 15 minutes for work performed at home;
 - (ii) 2 hours for a site visit (including travelling time to and from the site).
- (7) An employee may be entitled to a meal allowance in conjunction with callout time worked when re-called to duty.

2.8 Fatigue Leave

- (1) The on-call officer is entitled to a ten (10) hour fatigue break after resolving a callout and before resuming work during standard working hours, under the following circumstances:
 - (i) The time to resolve the callout is two (2) hours or greater.
 - (ii) The accumulated time to resolve callouts received in a single on-call period is two (2) hours of greater.
- (2) The officer will not be disadvantaged by this break. The time sheet of the on-call officer who has taken a fatigue break will reflect that a standard day was worked. If an on-call officer eligible for a fatigue break is

required to return to work less than ten (10) hours after resolving a callout, the officer may be eligible to receive overtime rates for each hour worked until the fatigue break is taken.

2.9 Continuous On-Call

Wherever possible, arrangements should be made to ensure that officers are not on-call for more than two (2) consecutive weeks without alternating the on-call responsibilities with one (1) or more officers. In extenuating circumstances, it is allowable for an officer to be continuously on-call for a maximum of 13 weeks. This should be sufficient time for alternative on-call arrangements to be made.

2.10 Travel and Telephone Expenses

- (1) Where a site visit is required, if the officer uses their own and/or public transport, reimbursement shall be paid. Public transport costs will be reimbursed on presentation of tickets. Parking expenses will be reimbursed, however officers should try CITEC's parking areas and street parking in the first instance.
- (2) To claim reimbursement for these expenses officers must complete appropriate claim forms.
- (3) Similarly, telephone expenses incurred by the officer during the resolution of a callout problem shall be reimbursed (e.g. calls made from a modem or telephone at the officer's place of residence). Records of calls must be kept and a claim submitted.

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 employee's professional growth.
- (3) Training and assessment of competencies may be provided in accordance with the Public Services Training Package or other accredited programs relevant to agency needs to enable employees to meet the requirements of clauses 3.1 and 3.2 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:
 - (i) an accredited qualification at the AQF level specified or higher achieved through training and assessment of competencies (including recognition of current competencies); and
 - (ii) reached the maximum pay point of the specified Classification Level in the Administration Stream or the Operational Stream; and
 - (iii) spent one (1) 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 – EMPLOYMENT SECURITY, ORGANISATIONAL CHANGE AND RESTRUCTURING

5.1 *Employment Security*

CITEC 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.

5.2 *Permanent Employment*

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

5.3 *Organisational Change and Restructuring*

- (1) The Government is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (2) These commitments are effected through the Government's policy on employment security.
- (3) CITEC shall provide in writing to the members of their Consultative Committee (CC) of their intention to implement organisational changes that may affect the employment security of employees, prior to the commencement of any planned changes. This shall include all information required to be provided in accordance with the "Introduction of changes" and "Redundancy" clauses of relevant awards. CITEC is also required, where requested, to provide relevant unions with a listing of the affected staff comprising name, job title and work location.
- (4) It is acknowledged that management has a right to implement changes to ensure the effective delivery of public services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the CC (or equivalent) in a timely manner, either party may refer the matter to CCF for resolution.
- (5) The parties agree that CITEC should report to unions on a quarterly basis the current status of employment practices within the agency. This report should be provided on a quarterly basis at the CC. Specifically, the report should detail the following:
 - (a) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;
 - (b) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
 - (c) the number of people engaged through labour hire;
 - (d) any significant variance in the number of permanent employees;
 - (e) the conversion of temporary employees to tenured status.
- (6) Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and alternative placement opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available. CITEC and employees will comply with all relevant Directives (as amended). Where an employee refuses to participate or cooperate in these processes, the full provisions of the directive pertaining to retrenchment may be followed to the extent of their applicability.
- (7) All provisions and entitlements relating to organisational change and restructuring can be found in the directives relating to early retirement, redundancy and retrenchment and employment arrangements following workplace change (as amended) which will apply for the life of this agreement.
- (8) CITEC must provide relevant information to the relevant union/s when it intends to apply the provisions of the directive (as amended) relating to early retirement, redundancy and retrenchment where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same

time CITEC's intentions are communicated to the employee. An affected employee must be provided with notice of CITEC's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.

PART 6 – SALARY PACKAGING

- (1) Salary packaging is available for employees (excluding short-term casual employees) employed by the employers covered by this agreement in accordance with Queensland Government policy found in the Circular issued from time to time.
- (2) CITEC is to apply the following principles for employees that avail themselves of salary packaging:
 - (a) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
 - (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
 - (c) increases or variations in taxation are to be passed to employees as part of their salary package;
 - (d) where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is *strongly recommended* to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
 - (e) CITEC 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 7 – CONSULTATIVE COMMITTEES

- (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) CITEC will have a joint union/employer Consultative Committee (CC). The CC will be used to facilitate consultation on a broad range of issues, including but not limited to discussion of matters arising from this agreement such as:
 - (i) Organisational Change and Restructuring (Part 5)
 - (ii) Training (Part 3)
 - (iii) Union Encouragement (Part 10)
 - (iv) Balancing Work/Life and Family (Part 17)
 - (v) Organisational matters such as the review of, changes to or introduction of new workforce management policies.

The CC may agree to establish standing committees, sub-committees, or other additional consultative structures with agreed terms of reference/operating principles.

PART 8 – COLLECTIVE INDUSTRIAL RELATIONS

- (1) CITEC acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of agencies and public sector units. The principle recognises the important role of unions and the traditionally high levels of union membership in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in

an open and accountable way.

- (2) CITEC 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) CITEC is committed to collective agreements and will not support non-union agreements.

PART 9 - ILO CONVENTIONS

CITEC 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 10 – UNION ENCOURAGEMENT

- (1) CITEC recognises the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (2) An application for union membership and information on the relevant union(s) will be provided to all employees at the point of engagement.
- (3) Information on the relevant union(s) will be included in induction materials.
- (4) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (5) CITEC is to provide relevant unions with complete lists of new starters (comprising of name, job title and work location) to the workplace on a quarterly basis, unless agreed between CITEC and relevant union to be on a more regular basis. This information is to be provided electronically
- (6) CITEC is also required where requested to provide relevant unions with a listing of current staff comprising of name, job title and work location. This information shall be supplied on a six monthly basis, unless agreed between CITEC and the relevant union to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined in section 373(4) of the *Industrial Relations Act 1999*.

PART 11 – UNION DELEGATES

- (1) CITEC 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) CITEC 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 12 – 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 CITEC 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, CITEC must be satisfied that the proposed course is within the terms of paragraph (1).

- (3) Employees may be granted up to five (5) working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegated authority) of the agency.
- (4) Additional leave, over and above five (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 five (5) working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the agency, the relevant union and the employee.
- (5) Upon request and subject to approval by the chief executive (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.
- (6) The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.
- (7) At the discretion of the chief executive of the agency/public sector unit concerned, public sector employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Ministerial Directive relating to special leave without salary. Conditions outlined in the Ministerial Directive that provide for the employees' return to work after unpaid leave will be met.

PART 13 – WORKPLACE BULLYING

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

PART 14 – 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.

PART 15 – REASONABLE WORKLOADS

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

PART 16 – DOMESTIC AND FAMILY VIOLENCE

CITEC is strongly committed to providing a healthy and safe working environment for all employees. It is recognised that employees sometimes face difficult situations in their work and personal life, such as domestic and family violence, that may affect their attendance, performance at work or safety.

Domestic and family violence occurs when one person in a relevant relationship uses violence and abuse to maintain power and control over the other person. This can include behaviour that is physically, sexually, emotionally, psychologically or economically abusive, threatening, coercive or aimed at controlling or dominating the other person through fear.

Domestic and family violence can affect people of all cultures, religions, ages, genders, sexual orientations, educational backgrounds and income levels.

Managers, supervisors and all employees are committed to making the CITEC a great place to work. The workplace can make a significant difference to employees affected by domestic and family violence by providing appropriate safety and support measures. Domestic violence and relevant relationship is that as defined under Division 2 and Division 3 of the *Domestic and Family Violence Protection Act 2012*.

During the life of the agreement the parties will work together to implement key government initiatives to support employees affected by domestic violence and family violence to ensure a supportive environment is provided within CITEC.

PART 17 – WORK/LIFE BALANCE

- (1) CITEC 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 18 – 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 19 – 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:

- (a) as recreation leave;
- (b) as unpaid special leave;
- (c) in lieu of public holidays (where operational circumstances permit);
- (d) as accrued time leave; or
- (e) at the required time with such time made up at a later date.

PART 20 – 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:
 - (i) 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;
 - (ii) if the matter is not resolved as per (i) 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;
 - (iii) if the matter remains unresolved it may be referred by the employee and/or his/her union representative to the General Manager, CITEC for discussion and appropriate action. This process should not exceed 14 days;
 - (iv) 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 21 – HOURS OF WORK

21.1 Spread of Hours

The ordinary spread of hours of all full time permanent and temporary employees will be 6.00am to 6.00pm Monday to Friday inclusive.

22.2 Spread of Hours – Brisbane Central Business District

- (1) These provisions shall apply only to employees engaged under the *Queensland Public Service Officers and Other Employees Award - State 2015* where the employee's place of work, at daily commencing and finishing times, is within the Australian Bureau of Statistics Statistical Local Areas of "City – Remainder" and "City – Inner" within the Statistical Subdivision of "0501 – Inner Brisbane".
- (2) In recognition of the problems associated with increased traffic congestion into the Central Business District of Brisbane, the parties agree to a wider ordinary spread of hours of 6.00am to 7.00pm for full-time and part-time employees only.
- (3) The purpose of such an arrangement is to allow employees and supervisors to mutually agree to changes to existing commencing and finishing times in order that the employees can commence and/or finish their working hours outside the recognised peak times of 7.00am to 9.00am and 4.00pm to 6.00pm.
- (4) For the purposes of application of the Ministerial Directive relating to Excess Travel Time, which only applies to employees subject to the *Queensland Public Service Officers and Other Employees Award - State 2015*, the ordinary spread of hours for the purposes of clause 1.1 of the Schedule to the Directive shall be 6.00am to 7.00pm.
- (5) The parties affirm that the capacity for an individual employee to have an ordinary spread of hours of 6.00am to 7.00pm by mutual agreement under these provisions will not be used as the rationale to alter customer service delivery arrangements of agencies affected by these provisions.
- (6) All other conditions contained in awards and Ministerial Directives relating to overtime, meal breaks and meal allowances shall continue to apply.

23.3 Accumulated Time Arrangements

- (1) As a commercialised business unit, CITEC operates under a 38 hour week, as a permanent standard working week. To allow for an improved work/life balance, this arrangement is operated in the following manner:
 - (i) **Span of Hours** - 6.00am to 6.00pm (and up to 8.00pm by mutual agreement).
 - (ii) **38 Hour Week** – the parties recognise that the 38 hour week is the permanent standard working week in CITEC. Neither party will unreasonably withhold consent for this change to be included in the Award during the life of this Agreement.
- (2) Accumulated Time in conjunction with the 38 hour week, operates as per the following guidelines:
 - (i) Managers, supervisors, and staff are all responsible and accountable for their unit's 38 hour week and accumulated time arrangements meeting CITEC's business needs. **The main consideration in any decisions on accumulated time arrangements must be that CITEC's clients' needs and business requirements are met.**
 - (ii) The standard day is 7 hours 36 minutes.
 - (iii) All work areas should be staffed from 8.00am to 5.30pm as a minimum.
 - (iv) Each Unit Manager may determine the earliest and latest commencement times for their Unit, taking into consideration the operational requirements of their particular work area.
 - (v) Lunch break to be taken between the fourth and sixth hours (30 minutes minimum - 2 hours maximum).
 - (vi) Maximum leave that may be taken from accumulated leave credits is 38 hours (i.e. 5 full days Accumulated Time) per 28 day Accumulated Time Cycle.

- (vii) For 2 hours or more accumulated time leave, the minimum notification will be one full day prior to the proposed leave date.
- (viii) Accumulated carryover reflects business/client requirements. Maximum of 38 hours and minimum of zero at end of Accumulated Time Cycle. There is to be no negative balance at the end of each settlement period.

Note: Should accumulated leave credits exceed 38 hours and the excess balance and excess is the result of organisational requirements, then alternative arrangements may be negotiated between the manager and the employee(s).

Note: Supervisors are to be notified of sick leave/special leave by 9.00am that day.

23.4 Management of Annual Leave

The parties acknowledge the importance of ensuring that all staff avail themselves of appropriate recreation leave.

In an attempt to address this issue the following practices have been implemented to ensure that staff are encouraged to take appropriate recreational leave:

- (i) staff advised of leave balances through pay advice slips, including alerting to excessive leave balances;
- (ii) an excessive recreation leave report is forwarded to the employee's supervisor to inform them that the employee will soon reach the maximum accrual; and
- (iii) promotion of scheduling of leave by supervisors in consultation with employees.

Should recreation leave balances exceed the current limit, and the excess balance is a result of organisational requirements, then alternative arrangements will be negotiated between the employer and the employee.

SIGNATORIES

Signed by the Director-General of the
Department of Science, Information
Technology and Innovation:

Jamie Merrick

Signature

Date: 16/12/15

In the presence of:

?????????

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

Alex Scott

Signature

Date:16/12/15

APPENDIX 1: SALARY SCHEDULES

Administrative Stream

Professional Stream

Salary as from 1 November 2015 - 2.5%				
Classification Level	Paypoint	Amount per fortnight	Amount per annum	Hourly Rate
AO1	01	\$ 1,375.35	\$ 35,881.78	\$ 18.09665
	02	\$ 1,457.30	\$ 38,019.85	\$ 19.17496
	03	\$ 1,538.81	\$ 40,146.49	\$ 20.24752
AO2	01	\$ 1,724.27	\$ 44,984.97	\$ 22.68776
	02	\$ 1,766.94	\$ 46,098.24	\$ 23.24923
	03	\$ 1,809.50	\$ 47,208.67	\$ 23.80926
	04	\$ 1,852.18	\$ 48,321.94	\$ 24.37073
	05	\$ 1,895.50	\$ 49,452.35	\$ 24.94084
	06	\$ 1,941.79	\$ 50,659.83	\$ 25.54982
	07	\$ 1,992.12	\$ 51,972.92	\$ 26.21207
	08	\$ 2,047.04	\$ 53,405.91	\$ 26.93479
AO3	01	\$ 2,188.19	\$ 57,088.29	\$ 28.79196
	02	\$ 2,271.89	\$ 59,272.02	\$ 29.89331
	03	\$ 2,355.59	\$ 61,455.76	\$ 30.99466
	04	\$ 2,440.50	\$ 63,670.90	\$ 32.11184
AO4	01	\$ 2,586.90	\$ 67,490.29	\$ 34.03812
	02	\$ 2,672.79	\$ 69,731.12	\$ 35.16826
	03	\$ 2,758.68	\$ 71,971.95	\$ 36.29840
	04	\$ 2,844.79	\$ 74,218.49	\$ 37.43142
AO5	01	\$ 2,998.08	\$ 78,217.72	\$ 39.44840
	02	\$ 3,085.39	\$ 80,495.66	\$ 40.59725
	03	\$ 3,172.49	\$ 82,767.88	\$ 41.74323
	04	\$ 3,261.11	\$ 85,080.08	\$ 42.90936
AO6	01	\$ 3,446.24	\$ 89,909.99	\$ 45.34529
	02	\$ 3,528.41	\$ 92,053.76	\$ 46.42648
	03	\$ 3,610.15	\$ 94,186.11	\$ 47.50191
	04	\$ 3,691.77	\$ 96,315.61	\$ 48.57591
AO7	01	\$ 3,863.88	\$ 100,805.83	\$ 50.84051
	02	\$ 3,958.30	\$ 103,269.31	\$ 52.08294
	03	\$ 4,053.28	\$ 105,747.07	\$ 53.33258
	04	\$ 4,147.15	\$ 108,196.28	\$ 54.56781
AO8	01	\$ 4,287.20	\$ 111,850.11	\$ 56.41059
	02	\$ 4,370.69	\$ 114,028.14	\$ 57.50906
	03	\$ 4,454.39	\$ 116,211.88	\$ 58.61041
	04	\$ 4,537.77	\$ 118,387.05	\$ 59.70743

Salary as from 1 November 2015 - 2.5%				
Classification on Level	Paypoint	Amount per fortnight	Amount per annum	Hourly Rate
PO1	01	\$ 1,407.40	\$ 36,718.17	\$ 18.51848
	02	\$ 1,536.29	\$ 40,080.84	\$ 20.21441
	03	\$ 1,665.30	\$ 43,446.36	\$ 21.91178
	04	\$ 1,794.08	\$ 46,806.17	\$ 23.60627
	05	\$ 1,863.99	\$ 48,630.24	\$ 24.52622
	06	\$ 1,937.52	\$ 50,548.50	\$ 25.49368
	07	\$ 2,021.66	\$ 52,743.65	\$ 26.60078
PO2	01	\$ 2,185.45	\$ 57,016.92	\$ 28.75597
	02	\$ 2,308.11	\$ 60,216.88	\$ 30.36984
	03	\$ 2,430.54	\$ 63,411.13	\$ 31.98083
	04	\$ 2,552.87	\$ 66,602.53	\$ 33.59038
	05	\$ 2,675.63	\$ 69,805.34	\$ 35.20569
	06	\$ 2,796.97	\$ 72,971.04	\$ 36.80228
PO3	01	\$ 2,938.34	\$ 76,659.13	\$ 38.66234
	02	\$ 3,028.71	\$ 79,017.00	\$ 39.85151
	03	\$ 3,118.87	\$ 81,369.15	\$ 41.03779
	04	\$ 3,210.67	\$ 83,764.12	\$ 42.24568
PO4	01	\$ 3,422.28	\$ 89,284.84	\$ 45.03000
	02	\$ 3,511.78	\$ 91,619.87	\$ 46.20765
	03	\$ 3,601.72	\$ 93,966.31	\$ 47.39106
	04	\$ 3,691.77	\$ 96,315.61	\$ 48.57591
PO5	01	\$ 3,863.88	\$ 100,805.83	\$ 50.84051
	02	\$ 3,958.30	\$ 103,269.31	\$ 52.08294
	03	\$ 4,053.28	\$ 105,747.07	\$ 53.33258
	04	\$ 4,147.15	\$ 108,196.28	\$ 54.56781
PO6	01	\$ 4,287.20	\$ 111,850.11	\$ 56.41059
	02	\$ 4,370.69	\$ 114,028.14	\$ 57.50906
	03	\$ 4,454.39	\$ 116,211.88	\$ 58.61041
	04	\$ 4,537.77	\$ 118,387.05	\$ 59.70743

APPENDIX 2: AUSTRALIAN QUALIFICATIONS FRAMEWORK

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

AQF Qualifications	Referred to in this agreement as:
<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 • Bachelor Honours Degree • Graduate Certificate • Graduate Diploma • Masters Degree (Research) • Masters Degree (Coursework) • Masters Degree (Extended) • Doctoral Degree 	<ul style="list-style-type: none"> • AQF I • AQF II • AQF III • AQF IV • AQF V • AQF VI

The organising framework for the AQF is a taxonomic structure of levels and qualification types each of which is defined by a taxonomy of learning outcomes. The taxonomic approach is designed to enable consistency in the way in which qualifications are described as well as clarity about the differences and relationships between qualification types.

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 objectives of the AQF are to provide a contemporary and flexible framework that:

- accommodates the diversity of purposes of Australian education and training now and into the future;
- contributes to national economic performance by supporting contemporary, relevant and nationally consistent qualification outcomes which build confidence in qualifications;
- supports the development and maintenance of pathways which provide access to qualifications and assist people to move easily and readily between different education and training sectors and between those sectors and the labour market;
- supports individuals' lifelong learning goals by providing the basis for individuals to progress through education and training and gain recognition for their prior learning and experiences;
- underpins national regulatory and quality assurance arrangements for education and training;
- supports and enhances the national and international mobility of graduates and workers through increased recognition of the value and comparability of Australian qualifications; and
- enables the alignment of the AQF with international qualifications frameworks.