

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Parliamentary Service Certified Agreement 2009
(CA/2009/120)

DEPUTY PRESIDENT SWAN

9 November 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 9 November 2009 the Commission certifies the following written agreement:

Parliamentary Service Certified Agreement 2009 (CA/2009/120)

made between:

- Queensland Parliamentary Service (ABN 26 468 894 065)
- Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees
- Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees
- Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees
- The Queensland Public Sector Union of Employees

The agreement was certified by the Commission on 9 November 2009 and shall operate from the date of certification by the Queensland Industrial Relations Commission (i.e. 9 November 2009) until its nominal expiry on 31 July 2012.

This agreement replaces CA/2007/11 (Parliamentary Service Certified Agreement 2007).

By the Commission.

D.A. SWAN
Deputy President

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999, s.156

Queensland Parliamentary Service

AND

The Queensland Public Sector Union of Employees; and others

(No. CA/2009/)

PARLIAMENTARY SERVICE CERTIFIED AGREEMENT 2009

APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 1999*, on the 15th day of October 2009, BETWEEN the Queensland Parliamentary Service; AND Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees; Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees; Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees; 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 *Parliamentary Service Certified Agreement 2009*.

1.2 Arrangement

Title

Arrangement

Application

Date of Operation

Posting of Agreement

Relationship to Awards and Industrial Instruments

Replacement Agreement

Continuation of Provisions in Previous Certified Agreements

Objectives of this Agreement

Equity Considerations

Definitions and Abbreviations

PART 2: WAGES AND ALLOWANCES

New Wage Rates

On Call Provisions

No Loss of Show Day

No Further Claims

Award Maintenance

PART 3: TRAINING

PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS

Commitment

Appropriate Remuneration

PART 5: CULTURAL LEAVE

PART 6: PAID PARENTAL LEAVE

PART 7: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT

Employment Security

Permanent Employment

Organisational Change and Restructure

PART 8: SALARY PACKAGING

PART 9: CONSULTATIVE COMMITTEES

Consultative Committees (CC)

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

PART 22: SPREAD OF HOURS – BRISBANE CENTRAL BUSINESS DISTRICT

PART 23: OTHER INITIATIVES

Parliamentary Catering Services

Electorate Office Staff Position Descriptions

Variable Working Hours

APPENDIX 1: PREVIOUS PARLIAMENTARY SERVICE AGREEMENTS

APPENDIX 2: SALARY SCHEDULES

APPENDIX 3: AUSTRALIAN QUALIFICATIONS FRAMEWORK

APPENDIX 4: EMPLOYMENT SECURITY POLICY

APPENDIX 5: QUEENSLAND GOVERNMENT POLICY ON THE CONTRACTING-OUT OF SERVICES

1.3 Application

- (1) This Agreement will apply to persons employed in the Queensland Parliamentary Service.
- (2) The Chief Executive Officer, Senior Executives and Senior Officers of the Queensland Parliamentary Service are not covered by this Agreement.

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 *Parliamentary Service Award – State 2003*. In the event of any inconsistency with the award, the terms of this Agreement shall take precedence.

1.7 Replacement Agreement

This Agreement replaces the *Parliamentary Service Certified Agreement 2007*.

1.8 Continuation of Provisions in Previous Certified Agreements

- (1) The provisions of previously replaced Parliamentary Service agreements are prescribed in Appendix 1 of this Agreement and 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.
- (2) The parties recognise that the incorporation process undertaken during negotiations for this Agreement which identified the relevant provisions agreed to be carried on and outlined in detail in Appendix 1 of this Agreement may inadvertently result in the exclusion of a whole or part of an arrangement or entitlement from this Appendix. Where the Consultative Committee agrees, such identified provisions will continue to administratively operate and will be considered for inclusion in the next agreement.

1.9 Objectives of This Agreement

The parties are committed to an effective Parliamentary Service, delivering quality services to its various clients. The Parliamentary Service will strive for improvements in service delivery, improved efficiency and effectiveness of its operations and activities.

1.10 Equity Considerations

- (1) This Agreement will achieve the principal objects specified in sections 3(c), 3(d) and 3(n) of the *Industrial Relations Act 1999*. The Parliamentary Service will respect and value the diversity of its 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 3.
- “CC” means a Consultative Committee.
- “CRS” means the Classification and Remuneration System used by the Queensland Parliamentary Service.
- “PSTP” means the Public Services Training Package.

PART 2: WAGES

2.1 New Wage Rates

- (1) In recognition of the commitment of the parties as specified in clause 1.8 “Objectives of This Agreement”, the following wage increases shall be available to employees covered by this Agreement:

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

The salary schedules are set out in Appendix 2

2.2 On Call Provisions

- (1) The following on call provisions shall apply to employees subject to this Agreement.
- (2) The following clauses are to be read in conjunction with Schedule 4, Section 6 “On call arrangements” of the *Queensland Public Service Award – State 2003*:
 - (a) Where an employee is instructed to be available on call outside ordinary or rostered working hours, the employee will be paid, in addition to their ordinary rate of pay an allowance based upon the hourly rate of the classification of Professional Officer level 3, paypoint 4 in accordance with the scale provided for in s.4.6.3(a) of the *Queensland Public Service Award – State 2003*.
 - (b) An employee, while on call, who is recalled to perform duties without the need to leave the employee’s place of residence, will be paid for time worked with a minimum payment of one hour for each time the employee performs such duties. Provided that should such employee be recalled again to perform duties separately within the minimum one hour period, no further payment shall apply. Provided further that the employee will be responsible for the recording of such requests which will require subsequent verification by the Chief Executive Officer.
 - (c) On call arrangements will be implemented by agreement between the Chief Executive Officer and majority of affected employees in consultation with the relevant union.
- (3) The parties commit to finalising consent amendments to the *Parliamentary Service Award – State 2003* to replicate any revised on call provisions inserted into the *Queensland Public Service Award – State 2003* as a result of commitments prescribed at clause 2.2(3) of the *State Government Departments Certified Agreement 2009*.

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, QIRC orders, Ministerial Directives or determinations made under the *Public Service Act 2008* effective at the date this Agreement was made shall not be reduced for the life of this Agreement.
- (5) It is agreed that any increases in monetary amounts or other entitlements of employees covered by this Agreement as a result of Queensland Industrial Relations Commission decisions, government policy, or Directives made under the *Public Service Act 2008* will be applied.

2.5 Award Maintenance

- (1) Subject to clause 2.4 (3), the Queensland Industrial Relations Commission State Wage increases awarded during 2009 and the period up to and including the nominal expiry date of this Agreement will be absorbed into the wage increases provided by this Agreement.
- (2) It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay, which is less than the corresponding rate of pay in the relevant parent award.

- (3) The employer will support union applications to amend the parent Award during the life of this Agreement to include the salary rates of the *Parliamentary Service Certified Agreement 2007*.
- (4) The employer will consent to applications made after the nominal expiry date of this Agreement to amend the parent award 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 agency 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 Parliamentary Service 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)	AEO	\$42.80 per fortnight
Diploma (AQF V)	AO3	\$42.80 per fortnight
Advanced Diploma (AQF VI)	AO4	\$44.60 per fortnight
Certificate III (AQF III)	OO2	\$20.00 per fortnight
Certificate IV (AQF IV)	OO3	\$41.50 per fortnight
Diploma (AQF V)	OO4/OO5	\$42.80 per fortnight
Advanced Diploma (AQF VI)	OO6	\$44.60 per fortnight

PART 5: CULTURAL LEAVE

Employees may access up to 5 days unpaid cultural leave per year as prescribed at section 40A of the *Industrial Relations Act 1999*. In addition, eligible employees may also access cultural leave:

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

PART 6: PAID PARENTAL LEAVE

The parties agree that the employer-paid entitlements as prescribed in Ministerial Directive 5/08 (Paid Parental

Leave) will be maintained for the life of this Agreement notwithstanding the implementation of an Australian Government paid parental leave scheme.

PART 7: EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT

7.1 *Employment Security*

The Parliamentary Service is committed to maximum employment security for tenured employees by developing and maintaining a responsive, impartial and efficient Parliamentary Service as the preferred provider of existing services to its clients 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 Parliamentary Service may 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 Parliamentary Service is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (2) These commitments are effected through the Government's *Employment Security Policy* and the *Policy on the Contracting-Out of Government Services*.
- (3) The Parliamentary Service shall provide in writing to the members of its Consultative Committee (CC) of its intention to implement organisational changes that may affect the employment security of employees, prior to the commencement of any planned changes. This shall include all information required to be provided in accordance with the "Introduction of changes" and "Redundancy" clauses of relevant awards.
- (4) It is acknowledged that management has a right to implement changes to ensure the effective delivery of services to clients. 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 Queensland Industrial Relations Commission.
- (5) The parties agree that the Parliamentary Service 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) The Parliamentary Service undertakes that, except for specific termination procedures related to Electorate Office staff contained in the *Parliamentary Service Award – State 2003*, permanent employees will not be forced into unemployment as a result of organisational change or changes in Parliamentary Service 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 Parliamentary Service and employees will comply with all relevant Directives. Where an employee refuses to participate or cooperate in these processes, the full provisions of the directive pertaining to retrenchment may be followed to the extent of their applicability.
- (7) All provisions and entitlements relating to organisational change and restructuring can be found in the directives (as amended) entitled Voluntary Early Retirement (Directive No. 11/05) and Retrenchment (Directive No. 10/05). Those parts of the Directives that apply to the Parliamentary Service will continue to apply for the life of this Agreement.

- (8) Agencies must provide relevant information to the relevant union/s when it intends to apply the provisions of Directive No. 10/05 (as amended) where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same time the Agency's intentions are communicated to the employee. An affected employee must be provided with notice of the Agency's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.

PART 8: SALARY PACKAGING

- (1) Salary packaging is available for employees covered by this Agreement.
- (2) The Parliamentary Service 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 COMMITTEES

9.1 Consultative Committees (CC)

- (1) The parties agree that employees should be consulted about decisions which may affect their employment or welfare, and that meaningful consultation with affected employees leads to improved organisational outcomes.
- (2) In recognition of clause 9.1(1), the Parliamentary Service will have a joint union/employer CC. The CC will be used to facilitate consultation on a broad range of issues, including but not limited to discussion of matters arising from this Agreement such as:
 - a) Workload Management (Part 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 CC may agree to establish standing committees, sub-committees, or other additional consultative structures (such as Local Consultative Committees or Climate Change Committees) with agreed terms of reference/operating principles.

- (3) In addition to the CC, the Parliamentary Service 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 Parliamentary Service will develop, in consultation with the relevant unions, a framework for the conduct of consultation within the agency within six months of the date of certification of this Agreement. This framework should take into account the organisational structure, the different parties that should be involved

in consultative processes, and the interaction between various consultative mechanisms.

- (5) This Agreement, through various provisions, allocates a number of roles and responsibilities to the CC which the Parliamentary Service will ensure occurs in accordance with the provisions of this Agreement and the Terms of Reference template for CCs.

PART 10: COLLECTIVE INDUSTRIAL RELATIONS

- (1) The Parliamentary Service acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of the Parliamentary Service. 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 Parliamentary Service 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 Parliamentary Service is committed to collective agreements and will not support non-union agreements or Queensland Workplace Agreements.

PART 11: ILO CONVENTIONS

The Parliamentary Service 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 Parliamentary Service employees.

PART 12: UNION ENCOURAGEMENT

- (1) The Parliamentary Service 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) The Parliamentary Service will provide relevant unions with complete lists of new starters to the workplace on a quarterly basis, unless agreed between the Parliamentary Service and union to be on a more regular basis. This information is to be provided electronically and shall include work location details.
- (6) The Parliamentary Service will where requested to provide relevant unions with a listing of current staff. This information shall be supplied on a six monthly basis, unless agreed between the Parliamentary Service and union to be on a more regular basis. The provision of all staff information to relevant unions is subject to s373 of the *Industrial Relations Act 1999*.

PART 13: UNION DELEGATES

- (1) The Parliamentary Service 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) Parliamentary Service employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (3) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (4) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

PART 14: INDUSTRIAL RELATIONS EDUCATION LEAVE

- (1) Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (2) Before the employer approves such leave the union must provide the employer information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, the employer must be satisfied that the proposed course is within the terms of paragraph (1).
- (3) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegated authority) of the agency.
- (4) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the agency, the relevant union and the employee.
- (5) Upon request and subject to approval by the chief executive (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.
- (6) The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.
- (7) At the discretion of the chief executive, Parliamentary Service employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Ministerial Directive relating to "Special Leave" in relation to special leave without salary. Conditions outlined in the Special Leave Directive that provide for the employees' return to work after unpaid leave will be met.

PART 15: PREVENTION AND SETTLEMENT OF DISPUTES

- (1) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee's health or safety. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (3) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
 - (a) the matter is to be discussed by the employee's union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (b) if the matter is not resolved as per (a) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
 - (c) if the matter remains unresolved it may be referred by the employee and/or his/her union representative to the CC 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 Parliamentary Service 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 Parliamentary Service is committed to working with its employees and the public sector unions to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore agencies should ensure safe work environments are not compromised, and that agency responsibilities under legislation including duty of care to all employees are complied with.
- (2) It is recognised by the employer that unrealistic expectations should not be placed on employees by line management to consistently perform excessive working hours whereby no opportunities arise to utilise accrued time or TOIL.
- (3) The Parliamentary Service is obliged to consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs. Management at the local level should undertake appropriate consultation with affected employees when implementing organisational initiatives that may have an impact on the workloads of affected employees.
- (4) The Parliamentary Service remains committed to the implementation of the workload management tool during the life of this Agreement. The parties agree that a review of the workload management tool in the first 12 months after certification of this Agreement will occur through a joint union/PSC working party. In utilising the workload management tool agencies are obliged to adapt the template tool to account for agency-specific circumstances to ensure easier application of the tool.
- (5) In addition, the parties agree that the Consultative Committee (CC) will deal with the issue of workload management. The activities of the CC in the area of workload management should include, but not be limited to, the following:
 - (a) To undertake research on local workload management issues;
 - (b) To address specific workload issues referred by staff of work units, union officials and/or management;
 - (c) To develop expedient processes for referral of workload issues to the CC;
 - (d) Based on research, develop strategies to improve immediate and long term workload issues;
 - (e) To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee.
 - (f) To consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs, and 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. The parties are committed to provide consistent and transparent classifications across the Parliamentary Service.
- (2) The Parliamentary Service, in consultation with the CC, will ensure it has a review process in place to allow aggrieved employees the opportunity to raise concerns about the work value assessment (utilising JEMS or other approved methodology) of their position. These processes will provide the opportunity for consultation with the relevant union and may include a union representative as part of the process.
- (3) Design Principles relating to the JEMS review process were approved by the Central Peak Consultative Committee in 2004 under the auspices of the *State Government Departments Certified Agreement 2003*. These agreed Design Principles were developed and approved for discretionary use by agencies when finalising the review process referred to above.

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.

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 Parliamentary Service 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 Parliamentary Service recognises the increasingly complex interplay between people's work and personal lives and the challenges involved in managing work, family and lifestyle responsibilities. It is committed to helping employers and employees establish workplace practices that improve work-life balance, and have introduced a variety of initiatives on work and family.
- (2) The parties recognise that implementing Work-Life Balance initiatives will enable the Parliamentary Service to continue providing effective service delivery to its clients.
- (3) The Parliamentary Service 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 employers.
- (4) The Parliamentary Service agrees to actively educate and provide practical tools to implement work-life balance policies and flexible work practices for its employees in order to develop organisational cultures that support work-life balance.
- (5) Workplace arrangements supported by the Parliamentary Service to assist employees in balancing work, family and lifestyle responsibilities include (but not limited to):
 - Leave arrangements – e.g. carer's leave, study/training leave, career breaks, cultural leave, flexible access to long service leave, purchased leave;
 - Policies relevant to parenting and pregnancy – e.g. paid/unpaid parental leave, pre-natal leave, spousal leave, breastfeeding facilities, lactation breaks;
 - Flexible working arrangements – e.g. telecommuting, job sharing, flexible hours of work or ADO arrangements, transition to retirement arrangements, compressed working weeks, averaging ordinary hours;
 - Additional work provisions – e.g. employee services, health programs, exercise facilities, relocation assistance.
- (6) The Parliamentary Service will monitor the implementation and uptake of work-life balance policies across its workforce in consultation with the Consultative Committees.
- (7) The parties agree that requests by employees to access work-life balance policies must not be unreasonably refused.

PART 22: SPREAD OF HOURS – BRISBANE CENTRAL BUSINESS DISTRICT

- (1) These provisions shall apply only to employees engaged under the *Parliamentary Service Award - State – 2003* where the employee's place of work, at daily commencing and finishing times, is within the inner city of Brisbane (as defined at Schedule 1 of the *Order - Trading Hours – Non-Exempt Shops Trading By Retail – State* dated QGIG 23 January 2004 as amended).
- (2) In recognition of the problems associated with increased traffic congestion into the Central Business District of Brisbane and subject to a majority-approved ballot of Brisbane Central Business District employees, the parties agree to a wider ordinary spread of hours of 6.00 am to 7.00 pm for full-time and part-time employees only.
- (3) The purpose of such an arrangement is to allow employees and supervisors to mutually agree to changes to existing commencing and finishing times in order that the employees can commence and/or finish their working hours outside the recognised peak times of 7am to 9am and 4pm to 6pm.
- (4) For the purposes of application of the Ministerial Directive relating to Excess Travel Time, which only applies to employees subject to the *Queensland Public Service Award – State 2003*, the ordinary spread of hours for the purposes of clause 1.1 of the Schedule to the Directive shall be 6.00 am to 7.00 pm.
- (5) The parties affirm that the capacity for an individual employee to have an ordinary spread of hours of 6.00am to 7.00pm by mutual agreement under these provisions will not be used as the rationale to alter customer service delivery arrangements of agencies affected by these provisions.
- (6) All other conditions contained in Awards and Ministerial Directives relating to overtime, meal breaks and meal allowances shall continue to apply.

PART 23: OTHER INITIATIVES

23.1 Parliamentary Catering Services

- (a) Parliamentary Catering Services employees will be allocated uniforms on the basis of 5 shirts and 3 pairs of trousers per employee to be issued every 12 months.
- (b) Parliamentary Catering Services employees will be eligible for a reimbursement of up to \$ 125 per annum for the purchase of work related footwear or an officer may make 1 claim during the life of the Agreement for up to \$ 300. These arrangements will not apply to casual employees.

23.2 Electorate Office Staff Position Descriptions

The CC will establish a sub-committee to review and update the current position descriptions of Electorate Office staff with the Speaker retaining the final approval of any revised position descriptions. After the position descriptions have been finalised the appropriateness of the existing classification levels will be considered by the sub-committee. The sub-committee may make recommendations to the Speaker for consideration.

23.3 Variable Working Hours

The parties have committed to seeking a variation to the *Parliamentary Service Award – State 2003* during the life of the Agreement to include existing hours of work arrangements (variable working hours) for employees whose hours of duty are 36.25 per week.

SIGNATORIES

Signed by the Chief Executive Officer of the Parliamentary Service: Neil Laurie
In the presence of: Peter Morris

Signed for and on behalf of the Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees:
Gary Bullock
In the presence of: Lindsay Anderson

Signed for and on behalf of the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees: Kevin Place
In the presence of: Craig Dunn

Signed for and on behalf of the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees:
Margaret Dale
In the presence of: Jeanine Orzani

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

Appendix 1: Previous Parliamentary Service Agreements

Parliamentary Service Certified Agreement 1995

Column A	Column B
Clause Number of Previous Agreement	Provision
3.1 (1)	Rationalisation of hours of duty arrangements within the Parliamentary Service through (a) review and finalisation of the variable working hours trial and (b) immediate implementation of revised hours of duty arrangements for Parliamentary Attendants.
3.1 (9)	Abolish pay in advance for annual leave. Exceptions to the general provision may include officers below and including classification level AO 4, and/or circumstances where employees are undertaking extended leave, travelling overseas or to remote destinations, cases of economic hardship.

Parliamentary Service Certified Agreement 1998

Column A	Column B
Clause Number	Provision
3.1 (5)	Continuation of productivity initiatives from Parliamentary Service Certified Agreement 1995, including best practice, reductions in absenteeism, improvements to occupational health and safety practices and flexible work practices.

Parliamentary Service Certified Agreement 2001

Column A	Column B
Clause Number	Provision
Part 10 (5)	Where requested by public sector unions, agencies will provide payroll deduction facilities for union subscriptions.

Parliamentary Service Certified Agreement 2003

Column A	Column B
Clause Number	Provision
Part 19	The parliamentary Service will consolidate leave loading by the payment of annual leave loading to all employees in the first pay cycle in December each year.

Parliamentary Service Certified Agreement 2007

Column A	Column B
Clause Number	Provision
Part 17.1 (b)	Introducing mechanisms by which employees can agree to work reduced months in a year and receive a proportionate salary over a full 12 month period, when this arrangements meets the operational needs of the agency.
Part 18.1 (a)	Wages payable for periods of annual leave will not be paid in advance except in circumstances considered exceptional including, but not limited to, travel to international destinations or remote locations or economic hardship.
Part 18.1 (b)	In the case of employees who are entitled to the 17.5% annual leave loading, four weeks' annual leave loading will be paid during December of each year.

Appendix 2: Salary Schedules

Wage Rates - Administrative Stream

Classification Level	Pay Point	Salary Per Fortnight 1/7/2008	Salary Per Fortnight 1/8/2009	Salary Per Fortnight 1/8/2010	Salary Per Fortnight 1/8/2011
L 1	1	1,077.90	1,145.90	1,213.90	1,281.90
	2	1,148.30	1,216.30	1,284.30	1,352.30
	3	1,218.50	1,286.50	1,354.50	1,422.50
L 2	1	1,378.20	1,446.20	1,514.20	1,582.20
	2	1,414.70	1,482.70	1,550.70	1,618.70
	3	1,452.30	1,520.30	1,588.30	1,656.30
	4	1,490.00	1,558.00	1,626.00	1,694.00

Classification Level	Pay Point	Salary Per Fortnight 1/7/2008	Salary Per Fortnight 1/8/2009	Salary Per Fortnight 1/8/2010	Salary Per Fortnight 1/8/2011
	5	1,528.00	1,596.80	1,664.80	1,732.80
	6	1,566.80	1,637.30	1,705.30	1,773.50
	7	1,608.80	1,681.20	1,749.20	1,819.20
	8	1,654.30	1,728.70	1,797.80	1,869.70
L 3	1	1,767.80	1,847.40	1,921.30	1,998.20
	2	1,836.10	1,918.70	1,995.40	2,075.20
	3	1,904.00	1,989.70	2,069.30	2,152.10
	4	1,971.40	2,060.10	2,142.50	2,228.20
L 4	1	2,090.30	2,184.40	2,271.80	2,362.70
	2	2,159.50	2,256.70	2,347.00	2,440.90
	3	2,228.90	2,329.20	2,422.40	2,519.30
	4	2,298.60	2,402.00	2,498.10	2,598.00
L 5	1	2,422.50	2,531.50	2,632.80	2,738.10
	2	2,492.80	2,605.00	2,709.20	2,817.60
	3	2,562.90	2,678.20	2,785.30	2,896.70
	4	2,633.00	2,751.50	2,861.60	2,976.10
L 6	1	2,779.50	2,904.60	3,020.80	3,141.60
	2	2,844.40	2,972.40	3,091.30	3,215.00
	3	2,909.30	3,040.20	3,161.80	3,288.30
	4	2,973.80	3,107.60	3,231.90	3,361.20
L 7	1	3,110.10	3,250.10	3,380.10	3,515.30
	2	3,185.20	3,328.50	3,461.60	3,600.10
	3	3,260.20	3,406.90	3,543.20	3,684.90
	4	3,334.90	3,485.00	3,624.40	3,769.40
L 8	1	3,445.80	3,600.90	3,744.90	3,894.70
	2	3,512.40	3,670.50	3,817.30	3,970.00
	3	3,578.10	3,739.10	3,888.70	4,044.20
	4	3,644.50	3,808.50	3,960.80	4,119.20

Wage Rates – Professional Stream

Classification Level	Pay Point	Salary Per Fortnight 1/7/2008	Salary Per Fortnight 1/8/2009	Salary Per Fortnight 1/8/2010	Salary Per Fortnight 1/8/2011
L 1	1	1,105.40	1,173.40	1,241.40	1,309.40
	2	1,216.50	1,284.50	1,352.50	1,420.50
	3	1,327.50	1,395.50	1,463.50	1,531.50
	4	1,438.50	1,506.50	1,574.50	1,642.50
	5	1,500.60	1,568.60	1,636.60	1,704.60
	6	1,563.10	1,633.40	1,701.40	1,769.50
	7	1,633.80	1,707.30	1,775.60	1,846.60
L 2	1	1,666.00	1,741.00	1,810.60	1,883.00
	2	1,765.90	1,845.40	1,919.20	1,996.00
	3	1,865.00	1,948.90	2,026.90	2,108.00
	4	1,963.60	2,052.00	2,134.10	2,219.50

Classification Level	Pay Point	Salary Per Fortnight 1/7/2008	Salary Per Fortnight 1/8/2009	Salary Per Fortnight 1/8/2010	Salary Per Fortnight 1/8/2011
	5	2,062.80	2,155.60	2,241.80	2,331.50
	6	2,162.20	2,259.50	2,349.90	2,443.90
	7	2,260.20	2,361.90	2,456.40	2,554.70
L 3	1	2,374.40	2,481.20	2,580.40	2,683.60
	2	2,447.10	2,557.20	2,659.50	2,765.90
	3	2,519.90	2,633.30	2,738.60	2,848.10
	4	2,592.90	2,709.60	2,818.00	2,930.70
L 4	1	2,760.40	2,884.60	3,000.00	3,120.00
	2	2,831.60	2,959.00	3,077.40	3,200.50
	3	2,902.60	3,033.20	3,154.50	3,280.70
	4	2,973.80	3,107.60	3,231.90	3,361.20
L 5	1	3,110.10	3,250.10	3,380.10	3,515.30
	2	3,185.20	3,328.50	3,461.60	3,600.10
	3	3,260.20	3,406.90	3,543.20	3,684.90
	4	3,334.90	3,485.00	3,624.40	3,769.40
L 6	1	3,445.80	3,600.90	3,744.90	3,894.70
	2	3,512.40	3,670.50	3,817.30	3,970.00
	3	3,578.10	3,739.10	3,888.70	4,044.20
	4	3,644.50	3,808.50	3,960.80	4,119.20

Wage Rates – Technical Stream

Classification Level	Pay Point	Salary Per Fortnight 1/7/2008	Salary Per Fortnight 1/8/2009	Salary Per Fortnight 1/8/2010	Salary Per Fortnight 1/8/2011
L 1	1	1,105.40	1,173.40	1,241.40	1,309.40
	2	1,216.50	1,284.50	1,352.50	1,420.50
	3	1,327.50	1,395.50	1,463.50	1,531.50
	4	1,438.50	1,506.50	1,574.50	1,642.50
	5	1,500.60	1,568.60	1,636.60	1,704.60
	6	1,563.10	1,633.40	1,701.40	1,769.50
	7	1,633.80	1,707.30	1,775.60	1,846.60
L 2	1	1,661.20	1,736.00	1,805.40	1,877.60
	2	1,722.70	1,800.20	1,872.20	1,947.10
	3	1,784.70	1,865.00	1,939.60	2,017.20
	4	1,847.10	1,930.20	2,007.40	2,087.70
	5	1,909.40	1,995.30	2,075.10	2,158.10
	6	1,971.40	2,060.10	2,142.50	2,228.20
L 3	1	2,090.30	2,184.40	2,271.80	2,362.70
	2	2,147.30	2,243.90	2,333.70	2,427.00
	3	2,203.70	2,302.90	2,395.00	2,490.80
	4	2,260.20	2,361.90	2,456.40	2,554.70
			0.00		
L 4	1	2,374.40	2,481.20	2,580.40	2,683.60
	2	2,451.00	2,561.30	2,663.80	2,770.40

	3	2,527.40	2,641.10	2,746.70	2,856.60
L 5	1	2,633.00	2,751.50	2,861.60	2,976.10
	2	2,710.90	2,832.90	2,946.20	3,064.00
	3	2,789.10	2,914.60	3,031.20	3,152.40
	4	2,867.20	2,996.20	3,116.00	3,240.60
L 6	1	2,960.40	3,093.60	3,217.30	3,346.00
	2	3,035.30	3,171.90	3,298.80	3,430.80
	3	3,110.10	3,250.10	3,380.10	3,515.30

Wage Rates – Operational Stream

Classification Level	Pay Point	Salary Per Fortnight 1/7/2008	Salary Per Fortnight 1/8/2009	Salary Per Fortnight 1/8/2010	Salary Per Fortnight 1/8/2011
L 1	1	942.70	1,010.70	1,078.70	1,146.70
	2	1,025.00	1,093.00	1,161.00	1,229.00
	3	1,107.80	1,175.80	1,243.80	1,311.80
	4	1,190.20	1,258.20	1,326.20	1,394.20
	5	1,272.80	1,340.80	1,408.80	1,476.80
	6	1,355.50	1,423.50	1,491.50	1,559.50
L 2	1	1,378.20	1,446.20	1,514.20	1,582.20
	2	1,416.80	1,484.80	1,552.80	1,620.80
	3	1,456.20	1,524.20	1,592.20	1,660.20
	4	1,495.50	1,563.50	1,631.50	1,699.50
L 3	1	1,519.10	1,587.50	1,655.50	1,723.50
	2	1,549.60	1,619.30	1,687.30	1,755.30
	3	1,582.60	1,653.80	1,721.80	1,790.70
	4	1,617.10	1,689.90	1,757.90	1,828.20
L 4	1	1,686.00	1,761.90	1,832.40	1,905.70
	2	1,741.10	1,819.40	1,892.20	1,967.90
	3	1,796.40	1,877.20	1,952.30	2,030.40
	4	1,851.10	1,934.40	2,011.80	2,092.30
L 5	1	1,900.00	1,985.50	2,064.90	2,147.50
	2	1,963.20	2,051.50	2,133.60	2,218.90
	3	2,026.90	2,118.10	2,202.80	2,290.90
	4	2,090.30	2,184.40	2,271.80	2,362.70
L 6	1	2,182.20	2,280.40	2,371.60	2,466.50
	2	2,240.80	2,341.60	2,435.30	2,532.70
	3	2,298.60	2,402.00	2,498.10	2,598.00
L 7	1	2,409.30	2,517.70	2,618.40	2,723.10
	2	2,468.30	2,579.40	2,682.60	2,789.90
	3	2,527.40	2,641.10	2,746.70	2,856.60

Wage Rates – Electorate Office Staff

Electorate Officer

Classification Level	Salary Per Fortnight 1/7/2008	Salary Per Fortnight 1/8/2009	Salary Per Fortnight 1/8/2010	Salary Per Fortnight 1/8/2011
L 1	1,904.00	1,989.70	2,069.30	2,152.10
L 2	1,971.40	2,060.10	2,142.50	2,228.20
L 3	2,090.30	2,184.40	2,271.80	2,362.70
L 4	2,159.50	2,256.70	2,347.00	2,440.90
L 5	2,228.90	2,329.20	2,422.40	2,519.30
L 6	2,298.60	2,402.00	2,498.10	2,598.00
L 7	2,422.50	2,531.50	2,632.80	2,738.10
L 8	2,492.80	2,605.00	2,709.20	2,817.60
L 9	2,562.90	2,678.20	2,785.30	2,896.70
L 10	2,633.00	2,751.50	2,861.60	2,976.10

Assistant Electorate Officer

Classification Level	Salary Per Fortnight 1/7/2008	Salary Per Fortnight 1/8/2009	Salary Per Fortnight 1/8/2010	Salary Per Fortnight 1/8/2011
L 1	1,767.80	1,847.40	1,921.30	1,998.20
L 2	1,836.10	1,918.70	1,995.40	2,075.20
L 3	1,904.00	1,989.70	2,069.30	2,152.10
L 4	1,971.40	2,060.10	2,142.50	2,228.20

Appendix 3: 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.

Appendix 4: Employment Security Policy

1. Introduction

On 17 April 2000 the Queensland Government approved a new employment security policy for the Queensland public sector. This policy should be read in conjunction with:

- a. the *Queensland Government Policy on the Contracting-Out of Government Services*; and
- b. any existing industrial instruments relating to job/employment security (which may override or expand on this policy).

The Government is committed to maximum employment security for permanent public sector employees (as outlined in Clause 6) by developing and maintaining a responsive, impartial and efficient public sector as the preferred provider of existing services to Government and the community. The workforce's commitment to continue working towards achievement of best practice performance levels makes this commitment possible.

The Government is also committed to providing stability to the public sector by curbing organisational restructuring and contracting-out of services. The focus will be on pursuing performance improvement strategies for the public sector workforce to achieve "best value" delivery of quality services to the community, in preference to restructuring, downsizing or simply replacing public sector employees with non-government service providers. A greater emphasis will be placed on effective change management, which together with workforce planning, career planning and skills development will ensure that the public sector workforce has the flexibility and mobility to meet future needs.

Further, the Government undertakes that permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental priorities other than in exceptional circumstances. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities, and involuntary redundancy will only occur in exceptional circumstances, and only with the approval of the Public Service Commissioner.

2. Permanent Employment

The Queensland Government is 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. Agencies are encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

3. Organisational change and restructuring

It is the Government's intention that future organisational change and restructuring will be limited in scale. All organisational change will need to demonstrate clear benefits and enhanced service delivery to the community. The objective is to stabilise public sector organisations, and to avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community.

Cabinet approval is required for all major organisational change and restructuring in agencies:

- a. that will significantly impact on the public sector workforce (e.g. significant job reductions, deployment to new locations, alternative service delivery arrangements, etc). The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within agencies, and ordinarily organisational restructuring should not result in large scale "spilling" of jobs.
- b. that will have major social and economic implications, particularly in regional and rural centres where the government is committed to maintaining public sector employment. Proposals affecting these centres need to carefully evaluate the impact on communities to ensure that short-term efficiency gains are balanced against the long-term social and economic needs of these communities.

The agency will need to demonstrate that any proposed organisational change or restructuring will result in clearly defined service enhancements to government and/or the community, as identified in a business case, and be undertaken through a planned process. Where an agency has made a decision to introduce major organisational change or restructuring, it will notify affected employees/unions and discuss the changes as early as practicable. This may be undertaken through forums such as Agency Consultative Committees.

The requirement to obtain Cabinet approval for major organisational change is not intended to reduce the flexibility of Chief Executives in their day-to-day management of agencies' operations. Chief Executives retain prerogative over normal business activities to manage the public sector workforce, (such as job reclassification, job redesign, performance management, disciplinary action and transfers), and organisational improvement initiatives (such as process re-engineering, changes in work practices and the introduction of new technology).

4. Queensland Government Policy on Contracting-Out of Government Services

The *Queensland Government Policy on the Contracting-Out of Government Services* confirms the Government's commitment to maintaining public sector employment. It provides for contracting-out only in limited circumstances and requires Cabinet approval for all contracting-out proposals that will have a significant impact on the public sector workforce in terms of job losses.

5. Employees affected by organisational change

The government undertakes that tenured public sector employees will not be forced into unemployment as a result of organisational change, other than in exceptional circumstances.

Public sector employees affected by performance improvement initiatives or organisational change will be offered maximum employment opportunities within the public sector, including retraining, deployment, and redeployment. Only after these avenues have been explored will voluntary early retirement be considered.

Where continuing employment in the public sector is not possible, support, advice and assistance will be provided to facilitate transition to new employment opportunities. In the event of a decision to outsource a government service, the agency should ensure that every effort is directed towards assisting employees to take up employment with the external provider. Retrenchment will only be undertaken in exceptional circumstances where deployment or redeployment are not options, and only with the approval of the Public Service Commissioner.

6. Application

These guidelines apply to all permanent employees of Queensland Government Departments, public service offices and public sector units.

These guidelines do not apply to public sector employees who are subject to disciplinary action which would otherwise result in termination of employment, or who are not participating in reasonable opportunities for retraining, deployment or redeployment.

7. Authority

These guidelines were approved by Cabinet on 17 April 2000.

Appendix 5: Queensland Government Policy on the Contracting-out of Services

1. Introduction

The Queensland Government recognises that the Queensland public service is the key instrument for delivering or implementing the policies of the Government. In striving to achieve "best value" delivery of services to the community, the Government's focus will be on pursuing performance improvement strategies for the public service workforce, not on simply replacing public service employees with non-government service providers.

In this regard, the Government has endorsed the following policy on contracting-out of Government services. This policy applies to all Queensland Government departments and public service offices, and includes teaching, health, police, fire and

ambulance services and all tenured employees of these agencies. For the purposes of this policy, contracting-out refers to a contractual arrangement to deliver a service to government or the provision of a government service by a non-government service provider. Capital works programs are considered Government services for the purpose of this policy. This means that current arrangements for delivery of the capital works program through competitive tendering will continue. The purchase of services by Departments from an internal Government provider, such as a commercialised business unit (eg QBUILD), is not regarded as contracting-out.

Similarly, services contracted to community service providers through grant programs or as recurrently funded programs (eg the Community Rent Scheme in the Department of Housing and the Rural Family Support Workers Program in the Department of Families, Youth and Community Care) are not regarded as being contracted-out for the purposes of this policy.

This policy does not apply to the normal purchase of inputs to departments such as office supplies and consultancies. It does however apply to contractual arrangements such as cleaning and other 'hotel' type services.

Where there are major joint ventures or co-locations with the private sector (eg. hospital co-locations) decisions on the delivery of support services will be made on a case by case basis.

2. Services currently provided in-house (i.e. by a Government agency)

It is the policy of the Government that in order to maintain existing public service jobs, there will be no contracting-out of services currently provided in-house other than in circumstances where:

- actual shortages exist in appropriately skilled in-house staff;
- there is a lack of available infrastructure capital or funds to meet the cost of providing new technology; or
- it can clearly be demonstrated that it is in the public interest that services should be contracted-out.

Cabinet approval will be required only for contracting-out proposals that meet the criteria outlined above where they would have a significant impact on the public service workforce in terms of job losses. Cabinet submissions proposing contracting-out initiatives should detail:

- why the service cannot continue to be delivered by public service employment;
- the impact on the public service workforce;
- how the proposed initiative will improve Government service delivery;
- any social and/or economic impact on the Queensland community;
- the impact on regional and rural communities, where relevant, particularly in regard to maintenance of public employment in regional and rural Queensland;
- the impact on future competitive tendering in a market where the public service will have no capacity to bid;
- communication and consultation strategies, including managing the impact on the tenured public service workforce, and workforce transition plans for deployment, redeployment and retraining; and
- the cost implications for Government.

Where the Government agrees to contract-out services, employees and the relevant unions will be consulted as early as possible. Discussions will take place prior to any steps being taken to call tenders or to enter into any alternative bidding arrangement for the provision of services by an external provider.

If, after full consultation with employees and relevant unions, employees are to be affected by the necessity to contract-out services, the Government agency should:

- ensure that effort is directed towards assisting employees to take up employment with the contractor; and/or
- ensure that employees are given the maximum opportunity to accept deployment and redeployment in the Public Service.

3. Services currently contracted-out

It is the policy of the Government that when existing contracts with non-government providers are due for renewal, the services generally will be once again offered to contract.

If the conditions of the existing contract allow for the contract to be renewed without a tendering process, and the external provider has met all the conditions of the contract, a new contract may be offered to the current provider subject to continuing commercial viability and the mutual agreement of both parties.

Where a contract is due to expire and a tendering process is proposed, Government agencies may bid for the work, subject to any legislative requirements and Government agencies competing on a fair basis – that is, with any advantages or disadvantages that stem solely from their public ownership being removed or accounted for in an appropriate manner. Operational guidelines will be developed to assist agencies in assessing the relative merits of in-house and external bids.

In-sourcing will be undertaken only where it can be demonstrated that work is competitive on an overall "best value" basis, including quality and cost of purchase and maintenance of any capital equipment required to perform the work

4. New services

A decision on whether it is appropriate to contract-out new Government services with significant workforce impacts will be made on a case by case basis by Cabinet. Opportunity will be provided for the new Government service to be delivered by in-house staff where it can be demonstrated that work is competitive on an overall "best value" basis, including quality and cost of purchase and maintenance of any capital equipment required to perform the work.

Cabinet submissions proposing contracting-out of new services should detail:

- any social and/or economic impact on the Queensland community;
- the impact on regional and rural communities;
- the impact on future competitive tendering in a market where the public service will have no capacity to bid;
- why the service needs to be delivered by a non-government service provider; and
- the cost implications for Government.

5. Services in replacement facilities

Existing outsourcing arrangements may not always be extended to replacement facilities (e.g. replacement hospitals and schools). A decision by Cabinet on whether it is appropriate to continue to contract-out services in replacement facilities will be made on a case by case basis.

Where a decision is made to transfer the existing contract to a replacement service, this may be offered to the current provider subject to commercial viability and the mutual agreement of both parties.

Opportunity should be given for in-house staff to undertake the work where it can be demonstrated that work is competitive on an overall "best value" basis, including quality and cost of purchase and maintenance of any capital equipment required to perform the work.

Cabinet submissions proposing contracting-out of replacement services should detail:

- the impact on the public service workforce;
- how the proposed initiative will result in improvements to Government service delivery;
- any social and/or economic impact on the Queensland community;
- the impact on regional and rural communities, where relevant, particularly in regard to maintenance of public employment in regional and rural Queensland;
- the impact on future competitive tendering in a market where the public service will have no capacity to bid, if relevant; and
- the cost implications for Government.

6. Implementing the Policy on the Contracting-Out of Government Services

In applying this policy, the following principles should be adhered to:

- i. The primary focus should be on improving the productivity of the existing public service workforce through performance improvement strategies (such as training, innovation, and benchmarking);
- ii. Where services currently contracted-out come up for tender, or the delivery of new services and services in replacement facilities are being considered, in-house staff should be given the opportunity to undertake the work where it can be demonstrated that it is competitive on an overall "best value" basis, including quality and cost of purchase and cost of maintenance of any necessary capital equipment;

- iii. Where competitive tenders involve in-house bids, those bids must be fairly based – that is, with any advantages or disadvantages that stem solely from their public ownership being removed or accounted for in an appropriate manner;
- iv. Except in exceptional circumstances, in-house work units should be afforded sufficient opportunity and support, over a reasonable time, to achieve an acceptable level of performance, efficiency and effectiveness, before alternative service provision options are considered; and
- v. Options for the management of employees affected by organisational change are to include deployment, retraining, redeployment and voluntary early retirement

This Agreement is certified under the *Industrial Relations Act 1999*, chapter 6 part 1....., Commissioner.

Filed on the day of 2009, certified by the Commission and given Register No. CA/2009/ , in the Certified Agreements Register.

Dated this day of2009.

G Savill,
Industrial Registrar.

Operative Date:2009