

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Citec Certified Agreement 2009

Matter No. CA/2009/147

Commissioner Thompson

1 December 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 1 December 2009 the Commission certifies the following written agreement:

Citec Certified Agreement 2009 – CA/2009/147

Made between:

Department of Public Works

AND

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

The agreement was certified by the Commission on 1 December 2009 and shall operate from 1 December 2009 until its nominal expiry on 30 September 2012.

This agreement replaces the Citec Certified Agreement 2006 (CA/2007/15).

By the Commission.

J.M. Thompson
Commissioner

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999, s.156

Director-General of the Department of Public Works (CITEC)

AND

The Queensland Public Sector Union of Employees

AND

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

(No. CA _____ of 2009)

CITEC CERTIFIED AGREEMENT 2009

APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 1999*, on the 26th day of November 2009, BETWEEN the Director-General of the Department of Public Works and The Queensland Public Sector Union of Employees and the Association of Professional Engineers, Scientists and Managers of Australia, Queensland Branch, Union of Employees.

PART 1: APPLICATION AND OPERATION

1.1 TITLE

This Agreement shall be known as the *CITEC Certified Agreement 2009*.

1.2 ARRANGEMENT

Clause Number

Title

Arrangement

Application and Parties Bound

Date of Operation

Posting of Agreement

Relationship to Awards and Industrial Instruments

Facilitative Provisions

Mobility Principles for Public Service Staff Moving Between Organisations Covered by Different EB Agreements

Objectives of This Agreement

Equity Considerations

Definitions and Abbreviations

PART 2: WAGES AND ALLOWANCES

New Wage Rates

Award Maintenance

On Call

No Loss of Show Day

Shift Work

No Further Claims

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 ORGANISATIONAL CHANGE

AND RESTRUCTURING

Employment Security

Permanent Employment

Organisational Change and Restructure

PART 8: SALARY PACKAGING

PART 9: CONSULTATIVE COMMITTEES

Central Consultative Forum

Consultative Committees

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: REASONABLE WORKING HOURS

PART 17: FAIR CAREER PATHS

PART 18: WORKPLACE BULLYING

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

Appendix 1 Salary Schedules

Appendix 2 Australian Qualifications Framework

Appendix 3: CITEC On-Call Arrangements

1.3 Application and Parties Bound

- (1) This Agreement shall apply to all employees of CITEC, a Business Unit of the Department of Public Works for whom classifications and wage rates are prescribed herein.
- (2) The following persons are not covered by this Agreement:
 - (a) Chief Executives, Senior Executives and Senior Officers under the *Public Service Act 2008*; appointments made on a fixed term declared under s. 121 of the *Public Service Act 2008*;

employees engaged under contractual arrangements (this does not refer to employees under s. 147 and 148 of the *Public Service Act 2008* engaged for a fixed term); and “banded” officers.

The parties bound by this Agreement are the Director-General of Department of Public Works, its employees, the Queensland Public Sector Union of Employees (QPSU) and the Association of Professional Engineers, Scientists and Managers, of Australia, Queensland Branch Union of Employees (APESMA).

1.4 Date of Operation

The Agreement operates from the date of certification until the nominal expiry date of 30 September 2012. The parties agree that its terms will be given operative effect from 1 October 2009.

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 *Queensland Public Service Award – State 2003*. In the event of any inconsistency the terms of this Agreement shall take precedence.

1.7 Facilitative Provisions

Subject to clause 2.5, 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:-

- 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 Single Bargaining Unit (SBU) 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;
- In cases of significant workplace changes, the application of a "trial" period, where appropriate; and
- Ratification by the QIRC, where necessary.

1.8 Mobility Principles for Public Service Staff Moving Between Organisations Covered by Different EB Agreements

It is recognised that existing Queensland Public Sector employees will enter into employment with CITEC during the course of this Agreement.

Existing Queensland Public Sector employees may join CITEC in the following way.

- (a) Voluntary joining through promotion, secondment or transfer at level from another Agency or Business Unit.
- (b) Imposed movement as a result of Agency/Business Unit restructuring.

The existence of separate agreements throughout the Queensland Public Sector provides for differing salary packages. To ensure that existing Queensland Public Sector employees are not disadvantaged by joining CITEC, the following provisions have been made:

- Where Queensland Public Sector employees join CITEC under situations described in (a) above, they accept the terms, conditions and salary packages as set out in this Agreement.

- Where Queensland Public Sector employees join CITEC under situations described in (b) above, they will not be disadvantaged in terms of salary; ie, they will either retain their existing salary level or if CITEC's salary level is greater, they will transfer to that higher pay point.

All staff joining CITEC will accept the terms and conditions, including hours of work and working arrangements, as set out in this Agreement.

1.9 Objectives of This Agreement

As CITEC is a business unit of the Department of Public Works it 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 and activities.

The objectives of this agreement are to provide a framework for CITEC, a Business Unit of the Department of Public Works, 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:

- actively promoting improvements in all areas of our business through research and development, staff participation, and a process of continuous review;
- developing a flexible, highly skilled workforce that is responsive to client requirements through ongoing learning;
- enhancing communication processes between management, employees and unions to ensure that staff are adequately informed, and that disputes are constructively resolved;
- providing a supportive, inspiring work environment which values innovation and enthusiasm;
- recognising the importance of work life balance for all employees; and
- 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*. We will respect and value the diversity of our employees through helping to prevent and eliminate discrimination.
- (2) In addition, the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect, that would contravene the *Anti-Discrimination Act 1991*.

1.11 Definitions and Abbreviations

- “AQF” means the Australian Qualifications Framework. The AQF is a system of twelve national qualifications in schools, vocational education and training (TAFEs and private providers) and the higher education sector (mainly universities). The AQF is set out in Appendix 4.
- “CC” means Consultative Committee
- “CCF” means the Central Consultative Forum
- “SBU” means a Single Bargaining Unit.

PART 2: WAGES AND ALLOWANCES

2.1 Wage Rates

- (1) In recognition of the commitment of the parties as specified in clause 1.9 “Objectives of This Agreement”, the following wage increases shall apply to employees covered by this Agreement:
 - 1 October 2009 4.5% or \$34.00 per week (whichever is the greater)
 - 1 October 2010 4% or \$34.00 per week (whichever is the greater)
 - 1 October 2011 4% or \$34.00 per week (whichever is the greater)

The salary schedules are set out in Appendix 1.

2.2 *On Call Provisions*

The on call provisions for all CITEC employees are outlined in Appendix 3 of this agreement.

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 *Shift Work*

Subject to the following, the existing twelve (12) hour shift arrangement for computer operators shall continue to apply:

- the parties agree to conduct a review of these arrangements during the life of the agreement; and
- outcomes of the review shall be implemented where agreement is reached, provided neither party unreasonably withholds agreement.

2.5 *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 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.
- (4) 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.
- (5) 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.

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 agencies' 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 clause 4.1 and 4.2 of this agreement.
- (5) The parties recognise the importance of the provision of accredited training packages for front-line service delivery positions within the Queensland public sector in ensuring the provision of quality services to the Queensland community. A joint review of the training provided to service delivery staff employed in AO2 and AO3 positions will occur during the life of this Agreement.

PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS

4.1 Commitment

- (1) The parties are committed to the principle that financial recompense shall be provided for public sector employees in the specified classifications who meet the following requirements:
 - (a) an accredited qualification at the AQF level specified or higher achieved through training and assessment of competencies (including recognition of current competencies); and
 - (b) reached the maximum pay point of the specified Classification Level in the Administration Stream or the Operational Stream; and
 - (c) spent one calendar year on the maximum pay point (or, in the case of permanent part time or casual employees, have spent one calendar year and worked 1200 hours at the maximum pay point).

4.2 Appropriate Remuneration

The following remuneration shall be paid for employees that meet the requirements in clause 4.1:

Certificate IV (AQF IV)	AO2	\$41.50 per fortnight
Diploma (AQF V)	AO3	\$42.80 per fortnight
Advanced Diploma (AQF VI)	AO4	\$44.60 per fortnight
Certificate III (AQF III)	OO2	\$20.00 per fortnight
Certificate IV (AQF IV)	OO3	\$41.50 per fortnight
Diploma (AQF V)	OO4/OO5	\$42.80 per fortnight
Advanced Diploma (AQF VI)	OO6	\$44.60 per fortnight

PART 5: 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

- (1) 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.

7.2 *Permanent Employment*

- (1) 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. Workforce planning and management strategies will be utilised to assist in determining the appropriate workforce mix for current and future needs.

7.3 *Organisational Change and Restructuring*

- (1) CITEC 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) CITEC shall advise the Consultative Committee (CC) of their intention to implement changes that may affect the employment security of their 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 in order to meet business requirements. The consultation process will not be used to frustrate or delay the changes but rather to ensure that all viable options are considered.
- (5) The parties agree that CITEC should report to unions on a quarterly basis the current status of employment practices within the business unit. 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. 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 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 as 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 8: SALARY PACKAGING

- (1) Salary packaging is available for employees in departments and agencies covered by this Agreement.
- (2) Departments and agencies are 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) 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) 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 Central Consultative Forum (CCF)

The parties agree to consider decisions made by the CCF, in relation to the *State Government Departments Certified Agreement 2009*, for their relevance to the *CITEC Certified Agreement 2009*. Where there is any conflict between a CCF decision and the provisions of the *CITEC Certified Agreement 2009*, the issue shall be resolved by the CITEC SBU.

9.2 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 7.2.1, CITEC 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 4);
 - e) Union Encouragement (Part 12);
 - f) Balancing Work/Life and Family (Part 21); and
 - 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) The parties recommend that in addition to CCs, CITEC 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) CITEC 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 of the agency, 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 CCs which CITEC will ensure occur in accordance with the provisions of this Agreement and the Terms of Reference template for CCs. The parties to this agreement agree to review and update the Terms of Reference template for CCs within six months of the date of certification of this agreement.

9.3 Single Bargaining Unit (SBU)

CITEC will also have a joint union/employer SBU. The SBU may, by agreement, subsume the role/s of any other consultative forums already in place. The SBU may be used to consult on a broad range of issues and is not confined to the discussion of matters arising from this agreement.

PART 10: 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 or Queensland Workplace Agreements.
- (4) Consistent with principles established by a full bench of the Queensland Industrial Relations Commission, the Government will agree to support the “rolling up” of certified agreement wage rates into the relevant awards.

PART 11: 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 12: 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 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 and shall include work location details.
- (6) Agencies also are required where requested to provide relevant unions with a listing of current staff comprising name, job title and work location. This information shall be supplied on a six monthly basis, unless agreed between the relevant agency and union to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined at s373(3) of the *Industrial Relations Act 1999*.

PART 13: 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) Public sector 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 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 08/06 "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 SBU for discussion and appropriate action. This process should not exceed 14 days;
 - (d) if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.
- (5) Nothing contained in this procedure shall prevent unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (6) The parties acknowledge that, for matters not covered by this agreement, there are other dispute resolution procedures available.

PART 16: WORKLOAD MANAGEMENT

- (1) CITEC 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 CITEC should ensure safe work environments are not compromised, and that CITEC's 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) CITEC are obliged to consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes. Management at the local level should undertake appropriate consultation with affected employees when implementing organisational initiatives including machinery of government changes that may have an impact on the workloads of affected employees.
- (4) CITEC 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 CITEC 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 each 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 from machinery of government changes, and make recommendations to affected workgroups on the management of potential workload issues where appropriate.

PART 17: FAIR CAREER PATHS

- (1) The parties are committed to providing reasonable career opportunities to public sector workers. The parties are committed to provide consistent and transparent classifications across the public sector.
- (2) CITEC, in consultation with the relevant 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. The review of the Design Principles will be completed within 12 months of the date of certification of the *State Government Departments Certified Agreement 2009*.

PART 18: WORKPLACE BULLYING

The parties recognise that workplace bullying is a serious issue which is not acceptable and must be eliminated.

PART 19: CLIENT AGGRESSION

The parties recognise that client aggression is a workplace health and safety issue affecting some public sector workplaces and agree that violence and aggression by clients towards staff is not acceptable. The Government, through Workplace Health and Safety Queensland of the Department of Justice and Attorney-General, will review and update its publications dealing with occupational violence. On completion of this review and within twelve months of certification of this agreement, Government will consult with public sector unions about implementation of strategies consistent with Workplace Health and Safety Queensland publication to manage the risk, and respond to incidents, of client aggression.

PART 20: CLIMATE CHANGE

The parties acknowledge that responding to the risks of dangerous climate change is one of the most critical challenges presently facing employers and workers alike. CITEC 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 CITEC' sustainability objectives.

PART 21: BALANCING WORK/LIFE AND FAMILY

- (1) CITEC recognises the increasingly complex interplay between people's work and personal lives and the challenges involved in managing work, family and lifestyle responsibilities. CITEC 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 CITEC to continue providing effective service delivery to the Queensland public.
- (3) CITEC is committed to improving the uptake of existing work-life balance policies across the organisation 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) CITEC agrees to actively educate and provide practical tools to implement work-life balance policies and flexible work practices for their employees in order to develop an organisational culture that supports work-life balance.
- (5) Workplace arrangements supported by CITEC 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) CITEC should monitor the implementation and uptake of work-life balance policies across their workforce in consultation through the Consultative Committee.
 - (7) The parties agree that requests by employees to access work-life balance policies must not be unreasonably refused.
 - (8) **Organisational Hours of Work (Flexi-time)** - The government agrees to consent to an application by the relevant unions to amend the *Queensland Public Service Award – State 2003* to provide greater detail on the minimum conditions to be included in organisational hours of work arrangements (flexitime) subject to agreement between the parties on the content of the application to amend the Award.

PART 22: SPREAD OF HOURS – BRISBANE CENTRAL BUSINESS DISTRICT

- (1) These provisions shall apply only to employees engaged under the *Queensland Public Service Award - State – 2003* 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 and subject to a majority-approved ballot of Brisbane Central Business District employees (inclusive of relevant employees subject to the *State Government Departments Certified Agreement 2009*), 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 Employment Contracts

Contract arrangements available under Section 122 of the *Queensland Public Service Act 2008* will continue to be utilised in CITEC to meet CITEC’s requirements. These contracts will be issued in accordance with the Directive relating to engaging officers on fixed term contracts of employment .

23.2 Accumulated Time Arrangements

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:

- **Span of Hours** - 6.00 am to 6.00 pm (and up to 8.00 pm by mutual agreement), subject to the provisions of Part 22 – Spread of Hours- Brisbane Central Business District.
- **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.

- **Accumulated Time** in conjunction with the 38 hour week, operates as per the following guidelines:
 1. 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.
 2. The standard day is 7 hours 36 minutes.
 3. All work areas should be staffed from 8:00 am to 5:30 pm as a minimum.
 4. 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.
 5. Lunch break to be taken between the fourth and sixth hours (30 minutes minimum - 2 hours maximum).
 6. Maximum leave that may be taken from accumulated leave credits is 38 hours (ie 5 full days Accumulated Time) per 28 day Accumulated Time Cycle.
 7. For 2 hours or more accumulated time leave the minimum notification will be one full day prior to the proposed leave date.
 8. 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 balances 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 9:00 am that day.

- **Annual Leave** shall be granted in accordance with relevant legislation and awards.

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;

- Staff advised of leave balances through pay advice slips, including alerting to excessive leave balances.
- An Excessive Recreation Leave Report is forwarded to the employee's supervisor to inform them that the employee will soon reach the maximum accrual.
- 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 Public Works: M. J. Grierson
In the presence of: B. Backhouse

Signed for and on behalf of The Queensland Public Sector Union of Employees: A. Scott
In the presence of: M. F. Weiners

Signed for and on behalf of Professional Engineers, Scientists and Managers of Australia, Queensland Branch, Union of Employees: N. Henderson
In the presence of: M. F. Weiners

Appendix 1: Salary Schedules

Administration Stream

Classification		Fortnightly Effective 01/10/2009	Fortnightly Effective 01/10/2010	Fortnightly Effective 01/10/2011
AO1	01	\$ 1,121.00	\$ 1,189.00	\$ 1,257.00
	02	\$ 1,195.90	\$ 1,263.90	\$ 1,331.90
	03	\$ 1,270.40	\$ 1,338.40	\$ 1,406.40
AO2	01	\$ 1,439.90	\$ 1,507.90	\$ 1,575.90
	02	\$ 1,478.90	\$ 1,546.90	\$ 1,614.90
	03	\$ 1,517.80	\$ 1,585.80	\$ 1,653.80
	04	\$ 1,556.80	\$ 1,624.80	\$ 1,692.80
	05	\$ 1,596.40	\$ 1,664.40	\$ 1,732.40
	06	\$ 1,638.40	\$ 1,706.40	\$ 1,774.70
	07	\$ 1,682.70	\$ 1,750.70	\$ 1,820.70
	08	\$ 1,729.70	\$ 1,798.90	\$ 1,870.90
AO3	01	\$ 1,849.00	\$ 1,923.00	\$ 1,999.90
	02	\$ 1,919.70	\$ 1,996.50	\$ 2,076.40
	03	\$ 1,990.50	\$ 2,070.10	\$ 2,152.90
	04	\$ 2,062.20	\$ 2,144.70	\$ 2,230.50
AO4	01	\$ 2,186.00	\$ 2,273.40	\$ 2,364.30
	02	\$ 2,258.50	\$ 2,348.80	\$ 2,442.80
	03	\$ 2,331.10	\$ 2,424.30	\$ 2,521.30
	04	\$ 2,403.80	\$ 2,500.00	\$ 2,600.00
AO5	01	\$ 2,533.40	\$ 2,634.70	\$ 2,740.10
	02	\$ 2,607.10	\$ 2,711.40	\$ 2,819.90
	03	\$ 2,680.80	\$ 2,788.00	\$ 2,899.50
	04	\$ 2,755.70	\$ 2,865.90	\$ 2,980.50
AO6	01	\$ 2,912.10	\$ 3,028.60	\$ 3,149.70
	02	\$ 2,981.50	\$ 3,100.80	\$ 3,224.80
	03	\$ 3,050.60	\$ 3,172.60	\$ 3,299.50
	04	\$ 3,119.50	\$ 3,244.30	\$ 3,374.10
AO7	01	\$ 3,265.00	\$ 3,395.60	\$ 3,531.40
	02	\$ 3,344.80	\$ 3,478.60	\$ 3,617.70
	03	\$ 3,425.00	\$ 3,562.00	\$ 3,704.50
	04	\$ 3,504.30	\$ 3,644.50	\$ 3,790.30
AO8	01	\$ 3,622.70	\$ 3,767.60	\$ 3,918.30
	02	\$ 3,693.30	\$ 3,841.00	\$ 3,994.60
	03	\$ 3,763.90	\$ 3,914.50	\$ 4,071.10
	04	\$ 3,834.40	\$ 3,987.80	\$ 4,147.30

Professional Stream

Classification		Fortnightly effective 01/10/2009	Fortnightly Effective 01/10/2010	Fortnightly Effective 01/10/2011
PO1	01	\$ 1,150.30	\$ 1,218.30	\$ 1,286.30
	02	\$ 1,268.10	\$ 1,336.10	\$ 1,404.10
	03	\$ 1,386.00	\$ 1,454.00	\$ 1,522.00
	04	\$ 1,503.70	\$ 1,571.70	\$ 1,639.70
	05	\$ 1,567.60	\$ 1,635.60	\$ 1,703.60
	06	\$ 1,634.70	\$ 1,702.70	\$ 1,770.80
	07	\$ 1,708.30	\$ 1,776.60	\$ 1,847.70
PO2	01	\$ 1,846.70	\$ 1,920.60	\$ 1,997.40
	02	\$ 1,950.40	\$ 2,028.40	\$ 2,109.50
	03	\$ 2,053.80	\$ 2,136.00	\$ 2,221.40
	04	\$ 2,157.20	\$ 2,243.50	\$ 2,333.20
	05	\$ 2,260.90	\$ 2,351.30	\$ 2,445.40
	06	\$ 2,363.50	\$ 2,458.00	\$ 2,556.30
PO3	01	\$ 2,482.90	\$ 2,582.20	\$ 2,685.50
	02	\$ 2,559.20	\$ 2,661.60	\$ 2,768.10
	03	\$ 2,635.50	\$ 2,740.90	\$ 2,850.50
	04	\$ 2,713.00	\$ 2,821.50	\$ 2,934.40
PO4	01	\$ 2,891.80	\$ 3,007.50	\$ 3,127.80
	02	\$ 2,967.50	\$ 3,086.20	\$ 3,209.60
	03	\$ 3,043.50	\$ 3,165.20	\$ 3,291.80
	04	\$ 3,119.50	\$ 3,244.30	\$ 3,374.10
PO5	01	\$ 3,265.00	\$ 3,395.60	\$ 3,531.40
	02	\$ 3,344.80	\$ 3,478.60	\$ 3,617.70
	03	\$ 3,425.00	\$ 3,562.00	\$ 3,704.50
	04	\$ 3,504.30	\$ 3,644.50	\$ 3,790.30
PO6	01	\$ 3,622.70	\$ 3,767.60	\$ 3,918.30
	02	\$ 3,693.30	\$ 3,841.00	\$ 3,994.60
	03	\$ 3,763.90	\$ 3,914.50	\$ 4,071.10
	04	\$ 3,834.40	\$ 3,987.80	\$ 4,147.30

Technical Stream

Classification		Fortnightly Effective 01/10/2009	Fortnightly Effective 01/10/2010	Fortnightly Effective 01/10/2011
TO1	01	\$ 1,150.30	\$ 1,218.30	\$ 1,286.30
	02	\$ 1,268.10	\$ 1,336.10	\$ 1,404.10
	03	\$ 1,386.00	\$ 1,454.00	\$ 1,522.00
	04	\$ 1,503.70	\$ 1,571.70	\$ 1,639.70
	05	\$ 1,567.50	\$ 1,635.50	\$ 1,703.50
	06	\$ 1,634.70	\$ 1,702.70	\$ 1,770.80
	07	\$ 1,708.30	\$ 1,776.60	\$ 1,847.70
TO2	01	\$ 1,737.20	\$ 1,806.70	\$ 1,879.00
	02	\$ 1,801.70	\$ 1,873.80	\$ 1,948.80
	03	\$ 1,866.20	\$ 1,940.80	\$ 2,018.40
	04	\$ 1,931.60	\$ 2,008.90	\$ 2,089.30
	05	\$ 1,996.80	\$ 2,076.70	\$ 2,159.80
	06	\$ 2,062.20	\$ 2,144.70	\$ 2,230.50
TO3	01	\$ 2,186.00	\$ 2,273.40	\$ 2,364.30
	02	\$ 2,245.20	\$ 2,335.00	\$ 2,428.40
	03	\$ 2,304.90	\$ 2,397.10	\$ 2,493.00
	04	\$ 2,363.50	\$ 2,458.00	\$ 2,556.30
TO4	01	\$ 2,482.90	\$ 2,582.20	\$ 2,685.50
	02	\$ 2,563.10	\$ 2,665.60	\$ 2,772.20
	03	\$ 2,643.10	\$ 2,748.80	\$ 2,858.80
TO5	01	\$ 2,755.70	\$ 2,865.90	\$ 2,980.50
	02	\$ 2,839.10	\$ 2,952.70	\$ 3,070.80
	03	\$ 2,922.00	\$ 3,038.90	\$ 3,160.50
	04	\$ 3,005.50	\$ 3,125.70	\$ 3,250.70
TO6	01	\$ 3,105.00	\$ 3,229.20	\$ 3,358.40
	02	\$ 3,184.80	\$ 3,312.20	\$ 3,444.70
	03	\$ 3,265.00	\$ 3,395.60	\$ 3,531.40

Operational Stream

Classification		Fortnightly Effective 01/10/2009	Fortnightly Effective 01/10/2010	Fortnightly Effective 01/10/2011
OO1	01	\$ 977.40	\$ 1,045.40	\$ 1,113.40
	02	\$ 1,065.10	\$ 1,133.10	\$ 1,201.10
	03	\$ 1,152.50	\$ 1,220.50	\$ 1,288.50
	04	\$ 1,240.10	\$ 1,308.10	\$ 1,376.10
	05	\$ 1,327.90	\$ 1,395.90	\$ 1,463.90
	06	\$ 1,415.50	\$ 1,483.50	\$ 1,551.50
OO2	01	\$ 1,439.70	\$ 1,507.70	\$ 1,575.70
	02	\$ 1,480.60	\$ 1,548.60	\$ 1,616.60
	03	\$ 1,521.70	\$ 1,589.70	\$ 1,657.70
	04	\$ 1,562.40	\$ 1,630.40	\$ 1,698.40
OO3	01	\$ 1,586.70	\$ 1,654.70	\$ 1,722.70
	02	\$ 1,619.90	\$ 1,687.90	\$ 1,755.90
	03	\$ 1,655.10	\$ 1,723.10	\$ 1,792.00
	04	\$ 1,691.00	\$ 1,759.00	\$ 1,829.40
OO4	01	\$ 1,763.10	\$ 1,833.60	\$ 1,906.90
	02	\$ 1,820.70	\$ 1,893.50	\$ 1,969.20
	03	\$ 1,878.40	\$ 1,953.50	\$ 2,031.60
	04	\$ 1,936.00	\$ 2,013.40	\$ 2,093.90
OO5	01	\$ 1,986.60	\$ 2,066.10	\$ 2,148.70
	02	\$ 2,053.50	\$ 2,135.60	\$ 2,221.00
	03	\$ 2,119.60	\$ 2,204.40	\$ 2,292.60
	04	\$ 2,186.00	\$ 2,273.40	\$ 2,364.30
OO6	01	\$ 2,282.60	\$ 2,373.90	\$ 2,468.90
	02	\$ 2,343.00	\$ 2,436.70	\$ 2,534.20
	03	\$ 2,403.80	\$ 2,500.00	\$ 2,600.00
OO7	01	\$ 2,519.20	\$ 2,620.00	\$ 2,724.80
	02	\$ 2,580.90	\$ 2,684.10	\$ 2,791.50
	03	\$ 2,643.10	\$ 2,748.80	\$ 2,858.80

Appendix 2: Australian Qualifications Framework

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

AQF Qualifications referred to in this Agreement as:

- Senior
- Certificate I
- Certificate II
- Certificate III
- Certificate IV
- Diploma
- Advanced Diploma
- Bachelor Degree
- Graduate Certificate
- Graduate Diploma
- Masters Degree
- Doctoral Degree
- 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 3: CITEC On-Call Arrangements

CITEC ON-CALL ARRANGEMENTS

In accordance with Section 4.3.7 “On-Call and Overtime” of the Certified Agreement between the Centre for Information Technology and the State Public Services Federation Queensland, Union of Employees, it is hereby agreed between the parties (The General Manager of CITEC, Centre for Information Technology and Communications and the General Secretary of the SPSFQ, State Public Services Federation, Queensland Union of Employees) that the following conditions shall apply to those persons employed by CITEC who are required to work on-call arrangements.

1. APPLICATION

The on-call arrangements outlined in this Agreement shall apply to CITEC employees who are required to be available outside of standard or rostered working hours to urgently service work requests from CITEC clients and/or work units in CITEC. These work requests may be received by pager, telephone or mobile telephone.

To be eligible to receive payment for the ACTIVE on call allowance, an officer must sign the On Call Agreement Form (refer Appendix A) indicating a clear commitment to meeting on call responsibilities.

2. ON CALL CLASSIFICATIONS

There are two (2) on call classifications viz. **ACTIVE** and **ESCALATION**. Details are as follows -

ACTIVE - refers to officers who are -

- (a) required to be available for a 12 hour on-call period outside of standard or rostered working hours,
- (b) required to accept certain lifestyle restrictions so that they might respond to call outs in a prompt and professional manner, and
- (c) paid an on call allowance for the on call periods for which they are required to be available.

ESCALATION- refers to officers who are -

- (a) included on an Escalation List for their work group for emergency situations out of standard working hours.
- (b) normally only contacted when an issue cannot be satisfactorily resolved by an officer who is on call.
(i.e. ACTIVE)
- (c) not required to be available outside standard or rostered working hours.
- (d) not subject to lifestyle restrictions applicable to the **ACTIVE** classification.
- (e) paid the on call allowance applicable to the specific on-call period in which the officer is contacted and performs call out duties.

3. RESPONSIBILITIES

3.1 ACTIVE

Officers who are paid an on call allowance (**ACTIVE**) must accept the following responsibilities as part of their on call arrangements -

Telephone acknowledgment of any pager message or callout within fifteen (15) minutes. Where possible, a mobile phone will be supplied to the on-call officer to facilitate this.

If work is to be performed from home, then this work is to commence without delay and within one (1) hour of receipt of the pager message or callout.

If a site visit is required, then the officer is to arrive on site within one (1) hour from the time the visit is determined to be necessary.

The officer must remain within the Greater Brisbane Area for the period they are on call. If the on-call officer lives outside these limits, then where possible they must not travel further away from the Brisbane CBD.

The on-call officer is to maintain a blood alcohol level of less than 0.05 for the period they are on-call.

Details relating to each callout are to be recorded in accordance with CITEC procedures.

Non conformance with any of the above requirements may result in payment of the allowance not being made for the period of non conformance. The appropriate Director would decide on "non payments" based on recommendations from the Unit Managers. Any disputes on "non payment" would be addressed through the Department's Grievance process.

3.2 ESCALATION

The following responsibilities apply to officers on Escalation Lists for their work groups -

The officer should respond as soon as practicable to the callout or pager message. It is expected that the existence of the officer on the Escalation List implies that they will respond in most cases, however is not compulsory for the Escalation Officer to respond.

Where the Escalation Officer knows in advance that they will not be able to respond to callouts for an extended period (eg. Recreation leave), they will ensure that the Escalation List reflects this and where possible will nominate an alternative escalation contact.

If the officer is required to make a site visit their blood alcohol level must be less than 0.05.

Details relating to each callout are to be recorded in accordance with CITEC procedures.

4. ON CALL PERIODS

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

Weeknights: Mon 1800 to Tues 0600
 Tue 1800 to Wed 0600
 Wed 1800 to Thur 0600
 Thur 1800 to Fri 0600

Weekends: Fri 1800 to Sat 0600
 Sat 0600 to Sat 1800
 Sat 1800 to Sun 0600
 Sun 0600 to Sun 1800
 Sun 1800 to Mon 0600

Public Holidays (to be paid at the weekend rate):
 1800 on preceding day to 0600 on Public Holiday
 0600 on Public Holiday to 1800 on Public Holiday
 1800 on Public Holiday to 0600 on next day

5. PAYMENT FOR ON-CALL

5.1 ALLOWANCE

The on-call allowance is payable for a week, weekend or individual on-call period as defined in Section 4 above. An officer must be on-call for the entire twelve (12) hour period to receive an on-call allowance.

Calculation of the on-call allowance is based on the hourly rate for a PO2(1) classification level. The rate per hour for each 12 hour weeknight and weekend shifts are 7% and 14% respectively of the PO2(1) hourly rate. This arrangement provides for any increase in the PO2(1) hourly rate to also increase the on-call allowance.

Based on the hourly rate of \$16.42 for a PO2(1) at the date of this Agreement, the on-call rates are -

Per Week	\$193.20
Per Weeknight	\$ 13.80
Per Weekend 12 Hour period	\$ 27.60

5.2 CALLOUT TIME (OVERTIME)

For the purposes of this Agreement, any unscheduled overtime performed while an officer is on-call is referred to as "callout time".

The weekly ACTIVE on-call allowance also includes payment for the first 2 hours of any callout time worked for each week.

Any additional callout time is paid in accordance with existing overtime arrangements under the Public Service Award-State with cut off limits (in terms of classification levels eligible to be paid overtime) determined by Governor - in - Council; and other related Policy Determinations applied in CITEC.

Where an officer is On Call (ACTIVE) for only part of a week, the following reference table is provided to determine the amount of call out 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

The included callout time is subtracted from the total callout time worked for each week (ie. Seven consecutive days) to determine the amount of paid callout time.

The minimum callout paid associated with on-call are -

15 minutes for work performed at home.

2 hours for a site visit (including travelling time to and from the site).

Any claim for meal allowances in conjunction with callout time worked when re-called to duty will be considered in accordance with the Public Service Management and Employment Regulation and Determinations and CITEC's Enterprise Agreement.

6. FATIGUE LEAVE

The On-Call officer is entitled to a ten hour fatigue break after resolving a callout and before resuming work during standard working hours, under the following circumstances:

The time to resolve the callout is two (2) hours or greater.

The accumulated time to resolve callouts received in a single on-call period is (two) 2 hours of greater.

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.

7. 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.

8. REIMBURSEMENT OF TRAVEL AND TELEPHONE EXPENSES

Where a site visit is required, if the officer uses their own and/or public transport, reimbursement shall be paid in accordance with Public Service Management and Employment Regulations Determination No.12, Motors Vehicle Allowance. 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. To claim reimbursement for these expenses officers must complete appropriate claim forms.

Similarly, telephone expenses incurred by the officer during the resolution of a callout problem shall be reimbursed. (eg. calls made from a modem or telephone at the officers place of residence.) Records of calls must be kept and a claim submitted.

9. IMPLEMENTATION

A three (3) staged implementation process has been agreed for the on-call allowance and associated arrangements outlined in this Agreement. This incremental approach will be consistent with the implementation of performance improvement initiatives and resulting cost savings to CITEC from the initiatives.

CITEC's Single Bargaining Unit will monitor progress against agreed targets for the proposed phased implementation program.

In essence, the three (3) stage implementation process provides for -

STAGE 1

Commencing from first pay period in September (ie. 4 September 1995).

Payment of 60% of the new on-call allowance (ie. \$100.80 per week), subject to the following:

Commitment to develop an implementation plan for productivity initiatives by all Work Units where the allowance is paid.

Appointment of an on-call implementation Co-ordinator by each Work Unit to develop, oversee and implement productivity improvement initiatives.

Inclusion of the first two hours of overtime associated with on-call (that is non payment) in the new allowance payment, written agreement provided by all on-call officers to the new conditions related to on-call, rationalisation of the number of pagers consistent with CITEC's service delivery requirements.

Single Bargaining Unit approval given to implementation plans.

STAGE 2

Commencing from the first pay period in December 1995.

Payment of a further 20% of the new on-call allowance subject to the Single Bargaining Unit's certification of satisfactory progress being made by all Work Units on implementation of productivity improvement initiatives, and evidence of continuing commitment to the new conditions for on-call outlined in written agreements.

STAGE 3

Commencing no earlier than 1 June 1996.

Payment of the final 20% of the proposed on-call allowance subject to the Single Bargaining Unit's certification that satisfactory progress had been made against productivity improvement initiatives and savings achieved to date, and evidence of continuing commitment to the new conditions for on-call outlined in written agreements.

OPERATION OF AGREEMENT

This Agreement shall take effect and have the force of law from the day of 1995 and shall remain in force for a period of twelve (12) months from that date and thereafter until varied or rescinded.

Signed by the General Manager)
Centre for Information Technology and Communications
In the presence of -

Signed for and on behalf of the State Public Services Federation Queensland, Union of Employees
In the presence of -

APPENDIX A - ON CALL AGREEMENT FORM

An on-call officer is an important part of the total service offered to CITEC clients. A high level of reliability must be ensured by any officer agreeing to be on-call. The on-call officer is expected to respond to after hours service requests without delay and to complete the request in the shortest possible time.

The responsibilities of the on-call officer are as follows:

- (1) Telephone acknowledgement of any pager message or callout within fifteen minutes. Where possible a mobile phone will be supplied to the on-call officer to facilitate this.
- (2) If work is to be performed from home then this work is to commence as soon as possible but within one hour of receipt of the pager message or callout.
- (3) If a site visit is required then the officer is to arrive on site within one hour from the time the visit is determined to be necessary.
- (4) The officer must remain within the Greater Brisbane Area for the period they are on-call. If the on-call officer lives outside these limits, then where possible they must not travel further away from the Brisbane CBD.
- (5) The on-call officer is to maintain a standard of professional conduct consistent with the Code of Behaviour for CITEC Employees and the Public Service Guidelines.
- (6) The on-call officer is to maintain a blood alcohol level of less than 0.05 for the period they are on-call.
- (7) Details relating to each callout are to be recorded in accordance with CITEC procedures.

On-call officers agreeing to carry out these responsibilities are entitled to;

- (1) Payment of the on-call allowance.
- (2) Payment for callout time worked excluding the first two hours callout time worked in a one week period.
- (3) Reimbursement for reasonable travelling and/or phone expenses where receipts/records are kept.

Continuous on-call periods are limited to two weeks, except by mutual agreement. The procedures for dispute avoidance and settlement outlined in the Enterprise Bargaining Agreement will be followed where continuous on-call exceeds thirteen weeks.

Non Conformance to these guidelines will be recorded in CITEC's Service Management System and the allowance will not be paid for the corresponding period.

Dated this day of 199.....

On-Call Officer Supervisor

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_____ of 2009, in the Certified Agreements Register.

Dated this _____ day of _____ 2009.

Industrial Registrar.

Operative Date: _____ 2009