

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Project Services Certified Agreement 2009

Matter No. CA/2009/148

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:

Project Services Certified Agreement 2009 – CA/2009/148

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 31 July 2012..

This agreement replaces the Project Services Certified Agreement 2006 (CA/2007/14).

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 (Project Services)

AND

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

*(No. CA 148 of 2009)***PROJECT SERVICES CERTIFIED AGREEMENT 2009****APPLICATION FOR CERTIFICATION OF AGREEMENT**

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

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

This Agreement shall be known as the *Project Services Certified Agreement 2009*.

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Appendix 1 Project Services Consultative Committee (PSCC)

Appendix 2 Salary Schedules

Appendix 3 Australian Qualifications Framework

1.3 Application and Parties Bound

- (1) This Agreement shall apply to persons employed at Project Services for whom classifications and wage rates are prescribed herein.
- (2) The Chief Executive, Senior Executives and Senior Officers under the *Public Service Act 2008*; appointments made on a fixed term declared under s. 121 of the *Public Service Act 2008*; and employees engaged under contractual arrangements (this does not refer to employees under ss. 147 and 148 of the *Public Service Act 2008* engaged for a fixed term); are not covered by this Agreement.

The parties bound by this Agreement are the Director-General of the 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 31 July 2012. The parties agree that its terms will be given operative effect on and from 1 August 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 this Agreement shall take precedence.

1.7 Objectives of This Agreement

- (1) The objective of the Agreement is to provide a framework for Project Services and Unions to work together towards improving productivity.

It aims to:

- (a) enhance Project Services' commercial competitiveness through improved operational flexibility;
- (b) ensure all Project Services' employees are customer focussed and committed to total customer service;
- (c) gain employees' commitment to the continuous improvement process to achieve further productivity gains;
- (d) share productivity gains with all employees; and
- (e) implement conditions of employment that provide Project Services with the ability to recruit candidates with the required skill sets and retain staff through enhanced job satisfaction and flexibility of fit between work and family obligations.

- (2) The Agreement puts emphasis on achieving productivity improvements linked to the operating requirements and objectives of Project Services. It requires that greater responsibility be taken for improving productivity and developing positive and productive working relationships with unions and employees.

1.8 Facilitative Provisions

- (1) Subject to clause 2.4, to achieve ongoing workplace changes and flexibility in conditions through the period of the Agreement, workplace practices and arrangements to meet Project Services business requirements, including those not subject to this Agreement, may be varied subject to the following conditions:
- (a) The proposed changes to conditions of employment having been agreed to by the Project Services Single Bargaining Unit;
 - (b) The proposed changes to conditions of employment having 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 Project Services Consultative Committee and/or representatives of the relevant unions. In this circumstance 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.
 - (c) In cases of significant workplace changes, the application of a “trial” period, where appropriate; and
 - (d) Ratified by the QIRC, where necessary.
- (2) Parties agree to the continuance of the Project Services Consultative Committee (PSCC). Terms of Reference for the PSCC are set out in Appendix 1.

1.9 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*.

1.10 Definitions and Abbreviations

“ASDS” means Agency Service Delivery Statement

“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 3.

“SBU” means the Single Bargaining Unit

“PSCC” Project Services Consultative Committee

“CCF” The Central Consultative Forum

1.11 Commercialisation Statement

This statement documents the parties’ assessment of the environment in which the Project Services Certified Agreement has been made:

- (1) Project Services is a Commercialised Business Unit operating under the Policy Framework for Commercialisation of Government Services and Functions, October 1994;
- (2) Project Services is a commercialised Business Unit of the Department currently known as Public Works;
- (3) Client Agencies serviced by the following Portfolios are fully untied and are beginning to utilise other service providers for the delivery of their capital works programs:
 - (a) Education;
 - (b) Health, TAFE Law and Order;
 - (c) Professional Services; and
 - (d) Northern and Southern Regions.
- (4) Project Services is the preferred service provider to the Department of Housing and Queensland Rail;

PART 2: WAGES

2.1 New Wage Rates

In recognition of the commitment of the parties as specified in clause 1.7 “Objectives of This Agreement”, the following wage increases shall apply 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 Bonus Payment

(1) Stage 1

- (a) Applicability – the bonus payment relates to Project Services’ financial performance in 2009/2010. This performance will be determined by the results of the audited financial statements of the Business Unit.
- (b) Payment – the payment of any bonus for this stage will be made to staff after financial accounts have been prepared, verified, audited and published.
- (c) Eligibility – Project Services staff will be eligible to receive this bonus payment if the incremental adjustment to retained profit for the period of 1 July 2009 to 30 June 2010 exceeds the approved ASDS budgeted amount, before any of the following:
 - Adjustment for changes to or implementation of accounting policies;
 - Acquisitions or relinquishment of net assets;
 - Transfers to or from reserves; and
 - Any abnormal or extraordinary items.

This is titled “excess incremental adjustments”.

If the requirements for a full bonus payment are deemed to not have been achieved, then the Single Bargaining Unit shall meet to determine the full circumstances and an appropriate course of action.

(2) Stage 2

- (a) Applicability – the bonus payment relates to Project Services’ financial performance in 2010/2011. This performance will be determined by the results of the audited financial statements of the Business Unit.
- (b) Payment – the payment of any bonus for this stage will be made to staff after financial accounts have been prepared, verified, audited and published.
- (c) Eligibility – Project Services staff will be eligible to receive this bonus payment if the incremental adjustment to retained profit for the period of 1 July 2010 to 30 June 2011 exceeds the approved ASDS budgeted amount, before any of the following:
 - Adjustment for changes to or implementation of accounting policies;
 - Acquisitions or relinquishment of net assets;
 - Transfers to or from reserves; and
 - Any abnormal or extraordinary items.

This is titled “excess incremental adjustments”.

If the requirements for a full bonus payment are deemed to not have been achieved, then the Single Bargaining Unit shall meet to determine the full circumstances and an appropriate course of action.

(3) Stage 3

- (a) Applicability – the bonus payment relates to Project Services’ financial performance in 2011/2012. This performance will be determined by the results of the audited financial statements of the Business Unit.
- (b) Payment – the payment of any bonus for this stage will be made to staff after financial accounts have been prepared, verified, audited and published.
- (c) Eligibility – Project Services staff will be eligible to receive this bonus payment if the incremental adjustment to retained profit for the period of 1 July 2011 to 30 June 2012 exceeds the approved ASDS budgeted amount, before any of the following:
 - Adjustment for changes to or implementation of accounting policies;
 - Acquisitions or relinquishment of net assets;

- Transfers to or from reserves; and
- Any abnormal or extraordinary items.

This is titled “excess incremental adjustments”.

If the requirements for a full bonus payment are deemed to not have been achieved, then the Single Bargaining Unit shall meet to determine the full circumstances and an appropriate course of action.

(4) Payment Details

(a) A bonus payment will be made on the following basis:

- 50% of the “excess incremental adjustment “ to retained profit, if any, as defined in sub-paragraph (c) will be distributed equally among staff;
- “staff” is defined as staff engaged on a permanent , temporary or casual basis during the relevant financial year;
- staff engaged for only a portion of the financial year in question shall receive a pro-rata bonus payment;
- part time staff shall receive a pro-rata bonus payment appropriate to the terms of their part-time engagement;
- this payment will be uncapped i.e. with no upper limit; and
- Additional parameters to clarify the eligibility status of staff for this bonus payment may be determined by the Project Services Consultative Committee.

2.3 Bonus – Payment Options

The parties agree to investigate the potential for staff to be given options for receiving their bonus, in forms other than the current cash payment. For example, the bonus may be paid to the Government Superannuation Office on behalf of staff. The investigation and approval of these options will be conducted by the PSCC.

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 the award, 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.

2.5 Payment of Salaries in Advance for Annual Leave

The parties agree to continue the practice of not paying in advance, salaries for annual leave. This practice recognises that exceptional circumstances, including, but not limited to, travel to international or remote designations (where Electronic Funds Transfer provisions are not available) and economic hardship may be grounds for waiver.

2.6 Higher Duties – Less than 100%

The parties agree that circumstances will arise where an employee is required to perform higher duties, but will assume less than 100% of the higher level position's duties and responsibilities. In such circumstances the following conditions shall apply:

- (1) The minimum period for such arrangements to apply shall be 10 working days (public holidays excluded).
- (2) There will be a higher duties allowance paid to a specified paypoint [eg PO4 (02)] for this period. This paypoint shall be a fair and equitable recognition of the additional duties and responsibilities actually being undertaken (the practice of identifying a percentage of the full higher duties allegedly undertaken shall be discontinued.)
- (3) The specified paypoint that comprises this higher duties allowance shall be agreed between the employee undertaking the additional duties and responsibilities and the appropriate manager.

2.7 Mobility Principles for Public Service Staff Moving Between Organisations Covered By Different Agreements

Under this Agreement, it is recognised that existing Queensland Public Sector employees will enter into employment with Project Services during the course of this Agreement.

Existing public sector employees may join Project Services in the following ways:

- (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 public sector employees are not disadvantaged by joining Project Services, the following provisions have been made:

- (1) Where staff join Project Services under the situations described in 2.7 (a) above, they accept the terms, conditions and salary packages as set out in this Agreement.
- (2) Where staff join Project Services under the situations described in (b) above, they will not be disadvantaged in terms of salary, i.e. they will either retain their existing salary level or if Project Services' salary level is greater, they will transfer to that higher pay level in Project Services.

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

2.8 Taking leave during low business activity times

- (1) It is agreed that Leave will continue to be taken where necessary during periods of low business activity. The Business Unit undertakes to consult fully with the work group, staff affected and their representatives considering social and family factors that make certain periods of the year attractive for holidays.
- (2) Should consultation with the work group not achieve a suitable leave program, and the provisions of Clause 14.1 of this agreement have been applied, it is agreed that the Business Unit is able to give employees not less than 14 days notice to take their various leave accumulations in the following order:
 - (a) TOIL - as applicable
 - (b) Accumulated time
 - (c) Recreation leave (a maximum of 10 days within any 6 month period)
- (3) The parties agree to review the provisions of this clause within six months of certification of the Agreement.

2.9 Recreation Leave

- (1) The parties acknowledge the importance of ensuring that all staff avail themselves of appropriate recreation leave annually however, recognise that due to organisational or personal requirement, it is occasionally not possible.
- (2) All staff members shall acknowledge and undertake their responsibility for scheduling and taking appropriate periods of recreation leave each year in conjunction with their supervisors.

- (3) In accordance with the above, should recreation leave balances exceed the current cut-off limits (40 days in Southern Queensland and 50 days in Northern Queensland), alternative arrangements will be negotiated between the employer and the employee to take leave at an agreed time.

2.10 Long Service Leave

It is agreed that Long Service Leave will continue to be granted in accordance with the Public Service Award – State, relevant Legislation or Public Service Directives, as part of a negotiated Annual Long Service Leave Program. Long Service Leave not included on the Annual Long Service Leave Program may be taken on the basis of 1 weeks notice for every week of Long Service Leave being requested, with a maximum of eight weeks notice.

In all cases the leave will be taken after full consultation and with the agreement of the employee and supervisor. Furthermore, it is agreed that by mutual agreement between the employee and the Business Unit, Long Service Leave may be taken at twice the duration at half pay.

2.11 On Call Provisions

Queensland Public Service Award – State 2003

The following provisions are to be read in conjunction with Schedule 4, Section 6 “On call arrangements” of the *Queensland Public Service Award – State 2003*,

- (1) 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, pay point 4.
- (2) 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.
- (3) On call arrangements will be implemented by agreement between the relevant Chief Executive and majority of affected employees in consultation with the relevant union.
- (4) The parties to the *State Government Departments Certified Agreement 2009* (Clause 2.2(3)) have agreed to finalise consent amendments to the *Queensland Public Service Award – State 2003* and the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003* which will consolidate existing on-call provisions contained in both these Awards with the provisions prescribed above at clause 2.11 (1) – (3).

The parties to this agreement will adopt the new on-call provisions from the *Queensland Public Service Award – State 2003*. These provisions will supersede and totally override the provisions prescribed above at clauses 2.11 (1) – (3) and will form part of this Agreement.

2.12 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.

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 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

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 ORGANISATIONAL CHANGE AND RESTRUCTURING

7.1 Employment Security

Project Services is committed to maximum employment security for tenured public sector employees by developing and maintaining a responsive, impartial and efficient public service as the preferred provider of existing services to Government and the community.

7.2 *Permanent Employment*

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

7.3 *Casual and Temporary Employment*

Where the skills and the resources of Project Services are inadequate to meet client requirements, the parties agree to the employment of staff on a casual or temporary basis:

- (a) for the duration of a specified project (or projects);
 - (b) For a specified duration where the finishing date is identified at the commencement of employment.
- Such staff will be employed to provide flexibility in managing fluctuating work loads.

7.4 *Contract Employment*

The parties agree to jointly consider the types of roles within Project Services which may be offered contract employment arrangements. Such contracts will be offered and accepted voluntarily in accordance with the provisions of Government legislation and policy.

7.5 *Organisational Change and Restructuring*

- (1) Project Services 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) Project Services shall advise members of the Project Services Consultative Committee (PSCC), in writing, of their intention to implement organisational changes that may affect the employment security of employees, prior to the commencement of any planned changes. This shall include all information required to be provided in accordance with the "Introduction of changes" and "Redundancy" clauses of relevant awards.
- (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 ensure that all viable options are considered.
- (5) The parties agree that Project Services 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 PSCC. 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. Project Services 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) Project Services 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

Project Services' intentions are communicated to the employee. An affected employee must be provided with notice of Project Services' 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) Project Services 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;
 - (e) There will be no significant additional administrative workload or other ongoing costs to the employer;
 - (f) Any additional administrative and fringe benefit tax costs are to be met by the employee;
 - (g) 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 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, each agency 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 22); and
 - g) Organisational matters such as the review of, changes to or introduction of new workforce management policies.

At the agency level, 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, agencies 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) Each agency 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 agencies 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.

9.2 Single Bargaining Unit (SBU)

Project Services 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) Project Services 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) Project Services as an employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 1999* and any determinations of the Queensland Industrial Relations Commission.
- (3) The Government is committed to collective agreements and will not support non-union agreements or Queensland Workplace Agreements.
- (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

The Project Services 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) Project Services 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) Project Services is to provide relevant unions with complete lists of new starters to the workplace on a quarterly basis, unless agreed between Project Services and the relevant unions to be on a more regular basis. This information is to be provided electronically and shall include work location details.
- (6) Project Services is also 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 Project Services and the relevant unions 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) Project Services 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 PSCC 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: WORKING HOURS AND TIME MANAGEMENT

16.1 Workload Management

- (1) The Queensland Government 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) Agencies 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) The Queensland Government 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/PSCC 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 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.

16.2 Hours of Work

It is agreed the hours of work are as set out below:-

- (1) (a) a standard day shall be 7.25 hours.
(b) Ordinary hours of work shall be an average of 36.25 per week.
- (2) The ordinary working hours of all full time permanent and temporary employees inclusive or exclusive of meal times as the case may be shall not exceed ten hours per day and shall be worked between the hours of 7.00am to 7.00pm Monday to Friday inclusive, subject to Part 22 of this agreement, where applicable.

- (3) Each work group shall determine in consultation with its manager/supervisor, the hours during which the work area shall consistently be staffed.
- (4) Employees may work beyond a standard day where they have meaningful work to perform. Where employees have worked authorised overtime, the provisions of clause 16.5 shall apply.
- (5) Rest between working days - Employees shall be allowed a break of not less than 10 hours between the termination of one working day and the commencement of another and no deduction shall be made from an employee's pay because of any time lost by reason of such break.

16.3 Accumulated Time Arrangements

- (1) Accumulated time arrangements will operate on the basis of a 28 calendar day cycle.
- (2) The minimum period of accumulated time leave able to be taken by employees shall be 15 minutes.
- (3) Work including authorised travelling time other than approved overtime or TOIL, performed by employees engaged on a full-time or part time basis, in excess of the standard day but within the ten hours of duty permitted in subclause 16.2 (b), shall be recognised as accumulated time.
- (4) Employees may be granted accumulated time leave if they have accumulated an equivalent amount of credit. Leave of half day periods, or longer, shall be approved in advance by their Supervisor.
- (5) In emergent circumstances, approval may be given to take accumulated time leave in advance of working the hours. It is acknowledged that approval may not always be able to be provided in advance.
- (6) Employees who wish to take accumulated time leave in conjunction with any other approved leave (that is, immediately before or after such leave) shall first apply using the Application for Leave form.
- (7) Accumulated time accrued by employees during a work cycle should wherever possible be taken in the form of accumulated time leave during that same work cycle.
- (8) Accumulated time which employees have accrued shall at the end of a work cycle, subject to the following conditions, be carried over to the commencement of the next work cycle and subsequently be added to accumulated time which accumulates during such period.
- (9) If at the end of a work cycle, accumulated time exceeds 36.25 hours, this excess time will be forfeited, except in the following circumstances:
 - (a) Where such employees were refused accumulated time leave;
 - (b) Where it was unforeseen that an absence on sick leave occurred upon days immediately preceding the end of a work cycle;
 - (c) Where the authorised officer or supervisor specifically directs employees to work certain hours.

Provided that any such excess time should be taken during the next work cycle, such excess time should only be carried over for one cycle.
- (10) Employees shall not carry over a debit in excess of 7.25 hours at the end of a cycle. If at the end of a cycle employees' carryover debit is in excess on 7.25 hours, the amount of debit in excess of 7.25 hours shall be without pay unless a satisfactory explanation is provided to the authorised officer, or supervisor.

16.4 Meal Break

Employees shall be allowed an unpaid meal break of at least thirty (30) minutes duration to be taken between the fourth (4th) and sixth (6th) hours after the commencement of their ordinary work. Provided that such meal break shall be taken, if required by the authorised officer or supervisor outside the aforementioned span of hours to facilitate continuity of service provision.

16.5 Overtime

- (1) (a) For the purposes of establishing authorised overtime, ordinary working hours of all full time or part time employees, inclusive or exclusive of meal times as the case may be, shall not exceed 10 hours per day and shall be worked between 7.00am to 7.00pm Monday to Friday inclusive.
- (b) Authorised overtime shall apply where time is worked that is outside of the ordinary working hours.
- (c) These provisions apply to permanent, temporary and casual employees.

- (2) The appropriate officer as detailed in the General Manager's Delegations, shall authorise overtime to be worked, in order for the following provisions of either overtime or TOIL (clause 16.6) to apply. This authorisation shall be provided in advance of the overtime being worked.
- (3) Employees may elect to accumulate time rather than receive payment for the authorised overtime that they have worked. Should employees elect to accumulate time, the following provisions will apply:
 - (a) employees shall accumulate time at the rate of single time for actual hours worked for any authorised overtime worked between midnight Sunday and midnight Friday (excluding public holidays);
 - (b) Employees shall accumulate time at the rate of 1.5 times for the actual hours worked in the following cases:
 - Between midnight Friday and midnight Sunday with a minimum of 2 hours;
 - For public holidays or days substituted in lieu thereof, with a minimum of 4 hours;
 - When employees are recalled to duty with a minimum of 2 hours.
- (4) Employees will be required to work reasonable overtime whenever necessary in the opinion of the authorised officer, but twenty-four (24) hours notice shall be given where practicable, to an employee required to work overtime.
- (5) Employees who have left work and are called back to work overtime shall be paid a minimum of two hours. This shall also apply in the event of the employees not actually being required to work on arriving at the workplace.

This subclause shall not have application to overtime performed where such overtime is continuous with ordinary hours.

- (6) Employees who have worked authorised overtime shall be granted a break of at least ten (10) hours between the time of ceasing work and the time of commencing work on the employees' next working day and no deduction shall be made from the employee's pay because of any time lost by reason of such break.

Provided that if a break of ten hours is not given to such employees the employees shall be paid at the rate of double time for all time worked until a break of not less than ten (10) hours has been received.

16.6 TOIL for Classification Levels PO4, PO5 and PO6 and Equivalent

- (1) Permanent and temporary employees at salary levels AO6 (01) and above, PO4 (01) and above and TO5 (02) and above, will at times, be expected to work hours somewhat in excess of the standard 36.25 hour week. Employees at these classification levels shall record time which meets the requirements of authorised overtime as Time off in Lieu (TOIL).
- (2) Employees shall accumulate TOIL at the rate of 1.0 times for the actual hours worked in all cases.
- (3) Each June and December, employees at the salary levels stated in sub-clause 16.6 (1) shall review their TOIL accumulations with their Manager or Director as appropriate. Employees who have TOIL accumulations in excess of 36.25 hours shall:
 - (a) Attempt, to schedule 36.25 hours of paid leave by the end of July and January respectively with their Manager or Director; or
 - (b) Be paid for 36.25 hours work, at paypoint one of their classification level, should it be operationally inconvenient for the employees to take the 36.25 hours of leave at these times.

16.7 Review of Time Management

The parties agree to regularly review the time management practices during the life of the Agreement. This review shall consider accumulated time arrangements, including an analysis of the management of excess time. The PSCC will formulate the terms of reference for this review, investigate current practices and report their findings to management and staff. The PSCC will be advised of any recommendations that are adopted and implemented.

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) Each agency, 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 2003*.

PART 18: WORKPLACE BULLYING AND HARASSMENT

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. The Government recognises that staff play an important and necessary role in implementing any sustainability measures in the workplace and as such, a joint approach represents the best way to achieve the Government's sustainability objectives.

PART 21: RURAL AND REMOTE HOUSING

The parties acknowledge the Queensland Government's ongoing commitment in providing employees who reside (either permanently or temporarily) in government owned dwellings with a safe residential environment and acceptable facility standards.

The Queensland Government will commit to completing a review of security standards in government dwellings in Indigenous communities throughout the State within six months of certification of this Agreement.

PART 22: BALANCING WORK/LIFE AND FAMILY

- (1) The Queensland Government 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 Queensland Government to continue providing effective service delivery to the Queensland public.
- (3) The Queensland Government is committed to improving the uptake of existing work-life balance policies across the public sector 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 Queensland Government agrees to actively educate and provide practical tools to implement work-life balance policies and flexible work practices for individual organisations and their employees in order to develop organisational cultures that support work-life balance.
- (5) Workplace arrangements supported by the Queensland Government 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) Agencies should monitor the implementation and uptake of work-life balance policies across their workforce in consultation through the Consultative Committees.
 - (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 23: 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 24: OTHER INITIATIVES

24.1 WORKFORCE PLANNING

24.1.1 Employee Assistance Scheme

The parties agree that the provision of an Employee Assistance Scheme shall continue for the life of this Agreement.

24.1.2 Telecommuting

The parties agree to support telecommuting arrangements using telecommunications and information technology equipment in order to achieve more flexible workplace practices. These telecommuting arrangements shall be in accordance with the Department of Public Works Telecommuting Policy.

24.1.3 Out in Front Program

The parties agree to maintain and implement initiatives agreed to by the Single Bargaining Unit that enhance the flexibility and attractiveness of Project Services’ conditions of employment. These initiatives will be documented as the Out in Front Program, and will support improved workforce planning processes and greater responsiveness to the emerging needs of clients.

The parties acknowledge and will attempt to respond to the challenge presented by such workplace issues as an aging workforce, the changing nature of workplace technologies and the changing patterns of work.

The Out in Front Program shall contain, but not be restricted to, initiatives such as:

(1) Retention of Corporate Knowledge

Strategies will be developed to extend the retention of key corporate knowledge held by longer serving employees. These strategies will facilitate the transfer of knowledge as these longer serving employees are phased into retirement.

(2) Skill Acquisition and Retention

Strategies will be developed to encourage the acquisition and retention of high levels of employee skill, in the utilisation of key business systems such as CAD. The strategies shall include options such as competency based remuneration.

(3) Enhanced Flexibility

Strategies will be developed to enhance the flexibility of the current Classification and Remuneration System. These strategies will include options such as:

- (a) broad-banding or performance based promotion schemes aimed at retaining key higher performing employees;
- (b) Competency based progression schemes aimed at establishing enhanced career paths and development opportunities for higher performing employees.

Implementation Process

The Out In Front Program's initiatives shall be developed and implemented with full agreement of the Project Services Single Bargaining Unit and in consultation with the Central Agencies (Department of Justice and Attorney-General and Department of Premier and Cabinet). This consultation shall establish the extent of consistency with Government Policy and the commercial benefit to Project Services. Any outcomes from the Central Agencies' review of the Classification and Remuneration System, during the life of this Agreement, shall be considered during the consultation process.

24.1.4 Regional Transfers/Appointments

The Parties will continue with its agreed regional transfer/appointment policy which shall include a time frame agreed between the Officer and the Director as to the duration of the transfer, the assistance available under Project Services Staff Housing Assistance Procedure, a spouse job search allowance and all other entitlements and general conditions as described in Determinations made by the Governor In Council with respect to transfer arrangements.

24.1.5 Client Satisfaction

The parties acknowledge that the long term survival and commercial viability of Project Services is dependent on the continuing support of satisfied Clients. This will be achieved only through a continuing and growing focus on the Client and their needs and a commitment by all parties to recognise and meet their expectations.

Project Services will continue to conduct regular surveys to gauge the level of satisfaction of Clients. Actions and initiatives designed to improve service to Clients will be considered through the appropriate consultative mechanisms before being implemented.

24.1.6 Continuous Improvement

The parties agree to embrace the concept of continuous improvement and shall put in place agreed arrangements to ensure that continuous improvement is part of the day to day operations of each portfolio within Project Services. Such arrangements shall be implemented via the Project Services Consultative Committee and shall be reviewed by the Single Bargaining Unit.

24.1.7 Quality Assurance and Environmental Management

The parties agree to embrace the concept of quality assurance and environmental management, recognising that the Business Unit will strive to achieve best practice work processes that proactively address the needs and expectations of our clients and achieve or maintain external certification requirements.

24.1.8 Workplace Health and Safety

The parties to this Agreement are committed to the provision and maintenance of a safe and healthy environment by ensuring that all work practices and procedures protect the health and welfare of all persons at the workplace.

To ensure a safe and healthy workplace, the parties agree to:

- (1) comply with Workplace Health and Safety Act and Regulations, the Department of Public Works Workplace Health and Safety Policy, Statutory Requirements, Industry Codes of Practice and Advisory Standards and make available the necessary resources to meet these requirements;
- (2) foster Health and Safety awareness and provide information and training with regard to Health and Safety;
- (3) consult with employees in the areas of hazard identification, evaluation and control, accident prevention and personal risk management;
- (4) use the appropriate Business Unit consultative mechanisms for reporting and analysing accidents and health matters that may affect the parties; and
- (5) Give assistance and support to rehabilitate injured staff so that they may return to normal duties as soon as possible.

24.1.9 Staff Transfers

In accordance with ss133 and 134 of the *Public Service Act 2008*, parties agree that transfers are to occur only after consultation with the staff affected. Employees may be required to transfer between Regional Offices and/or Brisbane. Such transfers will be made to meet operational requirements and may be at employees' existing salary levels.

24.1.10 Code of Conduct

Project Services employees are required to observe the provisions of the Department of Public Works Code of Conduct.

24.1.11 Strategic Training & Development, Career Planning and Information Technology Utilisation

- (1) The parties recognise that Project Services is seeking to develop a broader range of building development, administration and management skills of its staff. To do this, the annual Strategic Training and Development Plan shall continue to be developed and implemented during the life of the Agreement.
- (2) The plan is also intended to assist in the career planning and development of staff by identifying at a strategic level, those skills sets needed to effectively service our clients. The training and development needs of individual officers will continue to be addressed through the Performance Planning and Review process.
- (3) The parties are committed to the utilisation of:
 - (a) Current information technology applications and systems to their full potential;
 - (b) New information technology initiatives which may be introduced during the life of the agreement.
- (4) The parties agree to utilise the PSCC as the consultative mechanism to achieve these agreed objectives and other staff development issues which may arise.

SIGNATORIES

Signed by the Director-General of the Department of Public Works: M. Greirson
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. Weiners

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

Appendix I

Project Services Consultative Committee (PSCC)

1. Terms of Reference

- 1.1 The Committee shall provide the mechanism through which consultation and negotiation is undertaken regarding all issues arising from or affecting the Certified Agreement and the conditions of Project Services' Employees.

Such issues may include but are not limited to:

- (a) Levels of productivity improvement / performance;
- (b) Performance of the Enterprise Bargaining Agreement;
- (c) Occupational Health and Safety;
- (d) Staff skills and career paths;
- (e) Equality of opportunity within the workplace;
- (f) Any other matter raised by union, management and staff which impact on the Enterprise Agreement.

- 1.2 The Committee's recommendations shall be made to the General Manager.

2. Functions of the PSCC

- (a) Make recommendations to the General Manager on strategies and plans for issues covered by the Terms of Reference;
- (b) Provide advice and support on the implementation of approved strategies and plans and evaluate their effectiveness;
- (c) Provide a forum for discussion and agreed implementation action on issues set out in clause/above;
- (d) Monitor performance of the Certified Bargaining Agreement and audit productivity improvement measures as outlined within the Agreement;
- (e) Provide feedback to management on the needs of staff and act as a communication network throughout Project Services;
- (f) Promote commitment from staff, management and unions to continuous improvements for commercial viability, client satisfaction, staff welfare and morale; and
- (g) Act as Project Services Workplace Health and Safety Committee.

3. Role of Office Bearers and the Operation of the Committee

3.1 Chairperson

- (a) Ensure that meetings stay within the Terms of Reference.
- (b) Report to the General Manager and Directors on the PSCC progress and to pass on recommendations made by the PSCC.

3.2 Rotating Chairperson

- (a) Call for agenda items five days before meeting.
- (b) Distribute agenda three days prior to meeting.
- (c) Ensure copies are distributed to committee members and notice boards.
- (d) Minutes are to be distributed within one week of the meeting.

3.3 Minutes Taker

- (a) Take minutes of meeting.
- (b) Have Minutes typed and shown to rotating Chairperson.
- (c) Ensure copies are distributed to Committee members.
- (d) Minutes are to be distributed within one week of the meeting.

3.4 Representatives

- (a) Representatives shall address staff in work areas on issues raised at the PSCC meetings.
- (b) Representatives shall put to the PSCC all issues covered by the terms of reference that are raised by staff.

3.5 Quorum

Meetings are to be made up of at least five (5) representatives for the meeting to function.

3.6 Meeting Schedule

- (a) The PSCC will meet at least once per month on a schedule to be agreed by the representatives. Ad hoc meetings may be called on an as required basis.
- (b) **Composition of PSCC**
Members of Senior Management and nominated staff representing each Portfolio of the Business Unit. The staff/union representatives may not necessarily be appointed to a position in the Portfolios that they are nominated to represent.
(Union Officials from QPSU and APESMA will be ex-officio members and will receive all PSCC Agendas and Minutes)
- (c) **Specialist Sub-Committees**
The PSCC may establish Specialist Sub-Committees to investigate specific issues and report back for consideration by the PSCC. The PSCC may second office representatives as agreed.

Appendix 2: Salary Schedules
Appendix 2

SALARY SCHEDULE

Project Services Certified Agreement 2009
Administrative Stream

Classification Level	Pay Point	Salary \$ 01/08/2009	Salary \$ 01/08/2010	Salary \$ 01/08/2011
L1	1	\$1,146.30	\$1,214.30	\$1,282.30
	2	\$1,219.20	\$1,287.20	\$1,355.20
	3	\$1,292.30	\$1,360.30	\$1,428.30
L2	1	\$1,458.00	\$1,526.00	\$1,594.00
	2	\$1,496.00	\$1,564.00	\$1,632.00
	3	\$1,533.90	\$1,601.90	\$1,669.90
	4	\$1,572.00	\$1,640.00	\$1,708.00
	5	\$1,611.50	\$1,679.50	\$1,747.50
	6	\$1,653.80	\$1,721.80	\$1,790.70
	7	\$1,699.00	\$1,767.00	\$1,837.70
	8	\$1,747.90	\$1,817.80	\$1,890.50
L3	1	\$1,868.60	\$1,943.30	\$2,021.00
	2	\$1,939.60	\$2,017.20	\$2,097.90
	3	\$2,011.20	\$2,091.60	\$2,175.30
	4	\$2,083.20	\$2,166.50	\$2,253.20
L4	1	\$2,207.40	\$2,295.70	\$2,387.50
	2	\$2,280.60	\$2,371.80	\$2,466.70
	3	\$2,353.50	\$2,447.60	\$2,545.50
	4	\$2,427.20	\$2,524.30	\$2,625.30
L5	1	\$2,557.50	\$2,659.80	\$2,766.20
	2	\$2,631.10	\$2,736.30	\$2,845.80
	3	\$2,705.40	\$2,813.60	\$2,926.10
	4	\$2,779.00	\$2,890.20	\$3,005.80
L6	1	\$2,933.40	\$3,050.70	\$3,172.70
	2	\$3,001.70	\$3,121.80	\$3,246.70
	3	\$3,069.80	\$3,192.60	\$3,320.30
	4	\$3,138.10	\$3,263.60	\$3,394.10
L7	1	\$3,281.90	\$3,413.20	\$3,549.70
	2	\$3,360.80	\$3,495.20	\$3,635.00
	3	\$3,439.60	\$3,577.20	\$3,720.30
	4	\$3,518.40	\$3,659.10	\$3,805.50
L8	1	\$3,635.30	\$3,780.70	\$3,931.90
	2	\$3,705.00	\$3,853.20	\$4,007.30
	3	\$3,774.30	\$3,925.30	\$4,082.30
	4	\$3,844.20	\$3,998.00	\$4,157.90

Appendix 2

SALARY SCHEDULE**Project Services Certified Agreement 2009
Professional Stream**

Classification Level	Pay Point	Salary \$ 01/08/2009	Salary \$ 01/08/2010	Salary \$ 01/08/2011
L1	1	\$1,174.70	\$1,242.70	\$1,310.70
	2	\$1,290.10	\$1,358.10	\$1,426.10
	3	\$1,405.40	\$1,473.40	\$1,541.40
	4	\$1,520.20	\$1,588.20	\$1,656.20
	5	\$1,582.90	\$1,650.90	\$1,718.90
	6	\$1,650.10	\$1,718.10	\$1,786.80
	7	\$1,725.60	\$1,794.60	\$1,866.40
L2	1	\$1,866.70	\$1,941.40	\$2,019.10
	2	\$1,971.00	\$2,049.80	\$2,131.80
	3	\$2,074.50	\$2,157.50	\$2,243.80
	4	\$2,178.80	\$2,266.00	\$2,356.60
	5	\$2,283.00	\$2,374.30	\$2,469.30
	6	\$2,386.60	\$2,482.10	\$2,581.40
L3	1	\$2,507.00	\$2,607.30	\$2,711.60
	2	\$2,583.70	\$2,687.00	\$2,794.50
	3	\$2,660.00	\$2,766.40	\$2,877.10
	4	\$2,736.80	\$2,846.30	\$2,960.20
L4	1	\$2,913.30	\$3,029.80	\$3,151.00
	2	\$2,988.70	\$3,108.20	\$3,232.50
	3	\$3,063.20	\$3,185.70	\$3,313.10
	4	\$3,138.10	\$3,263.60	\$3,394.10
L5	1	\$3,281.90	\$3,413.20	\$3,549.70
	2	\$3,360.80	\$3,495.20	\$3,635.00
	3	\$3,439.60	\$3,577.20	\$3,720.30
	4	\$3,518.40	\$3,659.10	\$3,805.50
L6	1	\$3,635.30	\$3,780.70	\$3,931.90
	2	\$3,705.00	\$3,853.20	\$4,007.30
	3	\$3,774.30	\$3,925.30	\$4,082.30
	4	\$3,844.20	\$3,998.00	\$4,157.90

Appendix 2

SALARY SCHEDULE**Project Services Certified Agreement 2009
Technical Stream**

Classification Level	Pay Point	Salary \$ 01/08/2009	Salary \$ 01/08/2010	Salary \$ 01/08/2011
L1	1	\$1,174.70	\$1,242.70	\$1,310.70
	2	\$1,290.10	\$1,358.10	\$1,426.10
	3	\$1,405.40	\$1,473.40	\$1,541.40
	4	\$1,520.20	\$1,588.20	\$1,656.20
	5	\$1,582.90	\$1,650.90	\$1,718.90
	6	\$1,650.10	\$1,718.10	\$1,786.80
	7	\$1,725.60	\$1,794.60	\$1,866.40
L2	1	\$1,755.00	\$1,825.20	\$1,898.20
	2	\$1,820.40	\$1,893.20	\$1,968.90
	3	\$1,886.20	\$1,961.60	\$2,040.10
	4	\$1,952.00	\$2,030.10	\$2,111.30
	5	\$2,017.20	\$2,097.90	\$2,181.80
	6	\$2,083.20	\$2,166.50	\$2,253.20
L3	1	\$2,207.40	\$2,295.70	\$2,387.50
	2	\$2,267.00	\$2,357.70	\$2,452.00
	3	\$2,327.00	\$2,420.10	\$2,516.90
	4	\$2,386.60	\$2,482.10	\$2,581.40
L4	1	\$2,507.00	\$2,607.30	\$2,711.60
	2	\$2,587.30	\$2,690.80	\$2,798.40
	3	\$2,667.90	\$2,774.60	\$2,885.60
L5	1	\$2,779.00	\$2,890.20	\$3,005.80
	2	\$2,861.20	\$2,975.60	\$3,094.60
	3	\$2,943.80	\$3,061.60	\$3,184.10
	4	\$3,026.00	\$3,147.00	\$3,272.90
L6	1	\$3,123.90	\$3,248.90	\$3,378.90
	2	\$3,203.00	\$3,331.10	\$3,464.30
	3	\$3,281.90	\$3,413.20	\$3,549.70

Appendix 2

SALARY SCHEDULE**Project Services Certified Agreement 2009
Operational Stream**

Classification Level	Pay Point	Salary \$ 01/08/2009	Salary \$ 01/08/2010	Salary \$ 01/08/2011
L1	1	\$1,005.90	\$1,073.90	\$1,141.90
	2	\$1,091.70	\$1,159.70	\$1,227.70
	3	\$1,177.20	\$1,245.20	\$1,313.20
	4	\$1,262.60	\$1,330.60	\$1,398.60
	5	\$1,348.30	\$1,416.30	\$1,484.30
	6	\$1,434.40	\$1,502.40	\$1,570.40
L2	1	\$1,458.00	\$1,526.00	\$1,594.00
	2	\$1,497.80	\$1,565.80	\$1,633.80
	3	\$1,537.80	\$1,605.80	\$1,673.80
	4	\$1,577.90	\$1,645.90	\$1,713.90
L3	1	\$1,602.30	\$1,670.30	\$1,738.30
	2	\$1,635.10	\$1,703.10	\$1,771.20
	3	\$1,670.50	\$1,738.50	\$1,808.00
	4	\$1,707.80	\$1,776.10	\$1,847.10
L4	1	\$1,782.20	\$1,853.50	\$1,927.60
	2	\$1,840.10	\$1,913.70	\$1,990.20
	3	\$1,898.20	\$1,974.10	\$2,053.10
	4	\$1,955.90	\$2,034.10	\$2,115.50
L5	1	\$2,007.10	\$2,087.40	\$2,170.90
	2	\$2,074.10	\$2,157.10	\$2,243.40
	3	\$2,141.20	\$2,226.80	\$2,315.90
	4	\$2,207.40	\$2,295.70	\$2,387.50
L6	1	\$2,305.10	\$2,397.30	\$2,493.20
	2	\$2,365.80	\$2,460.40	\$2,558.80
	3	\$2,427.20	\$2,524.30	\$2,625.30
L7	1	\$2,543.30	\$2,645.00	\$2,750.80
	2	\$2,606.10	\$2,710.30	\$2,818.70
	3	\$2,667.90	\$2,774.60	\$2,885.60

Appendix 3: 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.