

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 156 - certification of an agreement

Queensland Corrective Services - Correctional Employees' Certified Agreement 2016

*Matter No. CA/2016/158*

DEPUTY PRESIDENT BLOOMFIELD

14 November 2016

CERTIFICATE

This matter coming on for hearing before the Commission on 11 November 2016 the Commission certifies the following written agreement:

**Queensland Corrective Services - Correctional Employees' Certified Agreement 2016** – CA/2016/158 [as amended].

Made between:

Department of Justice and Attorney General, the Division of Queensland Corrective Services; and  
Together Queensland, Industrial Union of Employees.

The agreement was certified by the Commission on 11 November 2016 and shall have a nominal expiry date of 30 April 2019.

This agreement replaces the Queensland Corrective Services - Correctional Employees' Certified Agreement 2013 (CA/2013/54).

By the Commission.

Deputy President Bloomfield

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION  
*Industrial Relations Act 1999 - s. 156 - certification of an agreement*  
Together Queensland, Industrial Union of Employees  
AND Department of Justice and Attorney General Queensland Corrective Services  
(Matter No. CA/2016/158)

**QUEENSLAND CORRECTIVE SERVICES -  
CORRECTIONAL EMPLOYEES' CERTIFIED AGREEMENT 2016**

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This Agreement will be known as the Queensland Corrective Services – Correctional Employees' Certified Agreement 2016.

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### **1.3 Application**

This Agreement will apply to the Director-General as Chief Executive Officer of the Department of Justice and Attorney General specifically, the Division of Queensland Corrective Services, Together Queensland, Industrial Union of Employees (Union) and to those employees of the Department who are employed pursuant to the *Correctional Employees Award - State 2015*.

## **1.4 Duration**

This Agreement will operate from the date of certification (viz 11 November 2016) until the nominal expiry date of 30 April 2019.

## **1.5 Posting of Agreement**

A copy of this Agreement will be exhibited in a conspicuous and convenient place in all workplaces covered by this Agreement and posted on the Department's Intranet site so as to be easily read by all employees.

## **1.6 Relationship to Awards and Industrial Agreements**

1.6.1 This Agreement should be read in conjunction with the *Correctional Employees Award - State 2015* (the Award) as amended from time to time or its replacement. A reference to a specific clause of the Award will be read as a reference to an equivalent clause in any replacement award. A reference to a specific legislative provision will be read as a reference to an equivalent clause in any amended legislative provision.

1.6.2 Where there is an inconsistency between this Agreement and the Award, this Agreement will prevail to the extent of any inconsistency.

1.6.3 This Agreement replaces, and operates to the exclusion of the *Queensland Corrective Services - Correctional Employees' Certified Agreement 2013*.

## **1.7 No Further Claims**

1.7.1 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.

1.7.2 Subject to sub-clause (1.7.3) herein, 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) Reclassifications.

1.7.3 The Queensland Industrial Relations Commission State Wage Increases awarded during 2016 and thereafter will not be in addition to the wage increases provided by this agreement.

1.7.4 Further, in recognition of the enhanced classification progression arrangements introduced as a result of this agreement, the parties have agreed that where the Queensland Industrial Relations Commission State Wage increases awarded during 2016 and thereafter increase the Award rates for classification levels GS Level 1.1 to classification level GS Level 1.7 inclusive, to rates higher than the rates provided for by this Agreement, the rates within this agreement are to prevail and continue to prevail over the Award rates.

## **PART 2 - WAGES AND RELATED MATTERS**

### **2.1 Wage Increases**

2.1.1 The wage increases for classifications GS Level 1.1 to GS Level 1.7 inclusive provided for under this Agreement will be:

- 0.5% on 1 May 2016;
- A further 0.5% on 1 May 2017; and
- 0.00% on 1 May 2018.

2.1.2 The wage increases for all other classifications provided for under this Agreement will be:

- 2.5% on 1 May 2016;
- A further 2.5% on 1 May 2017; and
- A further 2.5% on 1 May 2018.

2.1.3 The first wage increase to be paid under clause 2.1.1 will be based on the final rates payable under the *Queensland Corrective Services - Correctional Employees' Certified Agreement 2013*.

2.1.4 The wages payable in accordance with clause 2.1 are set out in Appendix 1.

2.1.5 Subject to clause 1.7.4 above arbitrated wage adjustments under State Wage Cases are offset against rates of pay received by employees under this Agreement which are above the wage rates prescribed in the Award.

### **2.2 Salary Packaging**

2.2.1 An employee may sacrifice part of their salary in return for other benefits, in accordance with this Agreement and any policies and arrangements that the Queensland Government or the Department has from time to time.

2.2.2 The following principles apply to salary packaging:

- a) The costs of administering a package, including Fringe Benefits Tax, are met by the employee.
- b) There will be no increase in superannuation costs or to fringe benefits payments made by the Department.
- c) There will be no significant administrative workload or other ongoing costs to the Department caused by salary packaging arrangements.
- d) Increases in, or variations to, taxation (excluding payroll tax) that result in additional costs will be met by the employee.
- e) Before requesting a salary packaging arrangement, an employee must provide to the Department evidence that they have obtained independent financial advice about the effect of engaging in the proposed arrangement.

- f) Employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

2.2.3 If the employee engages in a salary packaging arrangement, the employee's salary for the purposes of superannuation, severance and termination payments is the gross salary (i.e. the base rate reflected in Appendix 1) which the employee would receive if the employee was not taking part in the salary packaging arrangement.

### **2.3 Performance of Higher Duties**

Where an employee is directed to assume the duties and responsibilities in the role of a Correctional Supervisor the minimum qualifying period to receive a higher duties allowance shall be one full shift where the relevant percentage of work performed is 100%.

### **2.4 Dog Handlers Allowance**

The allowance prescribed in clause 13.1 of the *Correctional Employees Award - State 2015* shall be in accordance with the same allowance prescribed in the *Police Service Award - State* as supplemented by the relevant Queensland Police Certified Agreement or Determination, and will be updated accordingly.

### **2.5 Missed Meal Break for Officers Undertaking Escort Duties**

2.5.1 Officers undertaking escort duties who have not commenced a 30 minute meal break after the first five hours and thirty minutes of duty shall receive ordinary time in addition until a meal break is commenced up to a maximum payment of 1 hour.

2.5.2 Officers undertaking escort duties on shifts which exceed 10 hours and who are not provided with a second 30 minute meal break at an operationally convenient time before the 11th hour of the shift shall receive ordinary time in addition until a meal break is commenced or the shift concludes, up to a maximum payment of 1 hour.

*[Note: "Ordinary time in addition" means payment at the rate of single time in addition to the officer's prescribed rate for the day in question.]*

### **2.6 Missed Meal for Officers Undertaking Escort Duties**

2.6.1 In accordance with Part 7. Variation of the *Domestic Travelling and Relieving Expenses Directive 9/11*, the provisions in the Schedule of the Directive are varied to reflect the following payment with respect to CCOs undertaking escort duties.

2.6.2 Where Queensland Corrective Services is unable to provide or facilitate a meal, in accordance with clause 16.3 of the Award, to shift workers undertaking escort duty *between the 3rd and 6th hours of duty* the officer will be paid an allowance of \$29.00 which is equivalent to the average of the following allowances contained in the Schedule of the Directive:

- Breakfast (Tier 2 Country Centres); and
- Lunch (Tier 2 Country Centres); and
- Dinner (Tier 2 Country Centres).

2.6.3 The allowance in clause 2.6.2 is to be recalculated as the Schedule of the Directive is varied from time to time.

2.6.4 Officers undertaking escort duties on shifts which exceed 10 hours and who are not provided with a second meal before the 11th hour of the shift shall be paid the allowance as set out in clause 2.6.2 above.

2.6.5 Payment of the above allowance is dependent on the officer submitting a claim form which must be endorsed by the relevant supervisor confirming that the meal was unable to be supplied due to the nature of the escort, and be approved by the relevant General Manager.

## **2.7 Movement between Classification Levels**

2.7.1 Further to clause 12.5 (a) of the *Correctional Employees Award - State 2015* movement from classification level 1 to classification level 2 may also occur:

(iii) For an employee, other than a trade instructor or farm officer, who does not possess a relevant AQF-7 qualification - satisfactory completion of an equivalent qualification or by having experience acceptable to the employer.

2.7.2 The parties have agreed to make a consent application to have the above clause reflected in the Award as and when the relevant legislation permits such an application.

2.7.3 Correctional Supervisors who possess a Diploma in Correctional Administration will, provided that the conduct, diligence and efficiency of the employee has been certified by the employer to have been satisfactory in accordance with the provisions of clause 12.6 of the Award, be able to progress from GS Level 2.4 to GS Level 3.1 with 12 months satisfactory service at GS Level 2.4 and be eligible to further progress by annual increments to GS Level 3.4.

## **2.8 Movement Within Classification Levels (increments) – General**

2.8.1 Provided that the conduct, diligence and efficiency of the employee has been certified by the employer to have been satisfactory, in accordance with the provisions of clause 12.6 of the Award, an employee in the general stream, other than a trade instructor or a farm officer must possess:

a) Notwithstanding clause 12.7 (d) (i) of the Award, a Certificate III in Correctional Practice and 12 months satisfactory service at GS Level 1.2 is required to progress beyond GS Level 1.2 and by way of annual increment to GS Level 1.7 with 12 months satisfactory service at each paypoint.

b) Notwithstanding clause 12.7 (d) (ii) of the Award, a Certificate IV in Correctional Practice and 12 months satisfactory service at GS Level 1.7 is required to progress beyond GS Level 1.7 and by way of annual increments to GS Level 1.9 with 12 months satisfactory service at each paypoint.

## **2.9 Movement Within Classification Levels (increments) – Trade Instructors and Farm Officers**

2.9.1 Notwithstanding clause 12.7 (b) (iii) (B) of the Award and provided that the conduct, diligence and efficiency of the employee has been certified by the employer to have been satisfactory in accordance with the provisions of clause 12.6 of the Award, trade instructors and farm officers may progress:

- a) from GS Level 2.1 to GS Level 2.2 with 12 months satisfactory service at GS Level 2.1 and a trade qualification or equivalent experience to AQF-4 (Cert IV) standard.
- b) from GS Level 2.2 through to GS Level 2.4 by way of annual increments with 12 months satisfactory service at each paypoint and an AQF-5 (i.e. post-trade Diploma) or an equivalent qualification. The relevant AQF-5 (post trade) qualification need not be trade specific.

## **2.10 Qualification for Appointment as a Correctional Supervisor**

Effective from the date of certification a Certificate IV in Correctional Practice will be a prerequisite for appointment to the role of Correctional Supervisor.

## **PART 3 - ROSTERS AND SHIFT DURATION**

### **3.1 Rosters**

- 3.1.1 The ordinary hours of shift workers will be inclusive of meal times worked in shifts that average 38 hours per week over the life of the roster.
- 3.1.2 Shifts will be worked in accordance with a roster established by the Department.
- 3.1.3 The Department will establish rosters, and deploy employees to rosters, to meet the operational needs of the work area.
- 3.1.4 Prior to creating or amending any roster, the Department will consult with the Union and with employees directly affected by the roster.
- 3.1.5 New/Flexible shift arrangements.
  - a) Where new/flexible shift arrangements are proposed, the written consent of greater than 50% of employees directly affected will be required. This is achieved via a ballot of directly affected employees. However, this will only be required where the new/flexible shift arrangements will involve a major or substantial change to working arrangements.
  - b) Where the Department proposes the introduction of new/flexible shift arrangements resulting in a major or substantial change to working arrangements the following fourteen (14 day) consultative process will occur prior to any ballot:
    - i. The Department will put the proposal in writing to the Union.
    - ii. The Department and the Union will meet to discuss the proposal within fourteen (14) days of the proposal being received.
    - iii. The Department will receive a reply from the Union within that fourteen (14) day period.
    - iv. Where the Union raises real and serious concerns the Department will seriously consider those concerns prior to referring the proposal to a ballot of directly affected employees.



- v. If the Department changes the proposal as a result of consultation with the Union the amended proposal can proceed straight to ballot without further consultation.
- c) For the purposes of 3.1.5(a) the obvious meaning of the term "employees directly affected" will be applied i.e. those staff rostered to work when the Department seeks to change the roster and who are obviously and directly affected by the proposed change. The ballot will not include those employees absent on leave when the Department seeks to change the roster.
- d) Timeframes - The ballot for the above purposes will be limited to:
  - i. If the Department changes the proposal as a result of consultation with the Union the amended proposal can proceed straight to ballot without further consultation.
  - ii. A seven (7) day period where the change relates to a Correctional Centre as a whole, or a number of Correctional Centres.
  - iii. A four (4) day period where the change relates to a section, or sections, of a Correctional Centre.
  - iv. For the purposes of this clause Correctional Centre shall mean any Centre or workplace where staff covered by this Agreement are employed.
- e) In situations where the proposal is rejected (i.e. it does not receive the approval of greater than 50% of directly affected employees) the parties may seek to reach agreement on an alternative roster or the matter may be referred to the Queensland Industrial Relations Commission for conciliation and or arbitration.

### **3.2 Main Rosters and Reserve Rosters - Custodial Correctional Centres**

- 3.2.1 Clause 3.2 applies only to work performed in Custodial Correctional Centres.
- 3.2.2 There will be main rosters and reserve rosters.
- 3.2.3 There will be no reserve shifts on main rosters.
- 3.2.4 Reserve rosters will comprise all reserve shifts after compilation of the main roster.
- 3.2.5 Reserve shifts will be deployed to the main roster to meet operational requirements as determined by the Department. Vacancies on reserve rosters will not be replaced.

### **3.3 Roster Variations**

- 3.3.1 A roster variation occurs when the Department directs an employee to work a different shift to the shift which the employee has been rostered to work.
- 3.3.2 The Department will give an employee 72 hours notice of a roster variation. The notice period may be waived by agreement between the Department and the employee.

### **3.4 Roster Changes**

- 3.4.1 A roster change occurs when an employee agrees to swap shifts with another employee.
- 3.4.2 Employees must give the Department 72 hours notice of a proposed roster change. The notice period may be waived by agreement between the employees and the Department.
- 3.4.3 All roster changes must be approved by the Department.

### **3.5 Aggregated Shift Allowance**

- 3.5.1 An aggregated shift allowance of 28.5% of base wage or salary has been agreed on the basis that the majority of shift rosters worked within QCS comprise of 12 hour shifts.
- 3.5.2 In circumstances where significant changes are proposed to the current 12 hour shift arrangements the continuing applicability of the aggregated shift allowance is to be reviewed and where no agreement is reached, the Award shift allowances and week-end penalties are to be applied.
- 3.5.3 The aggregated shift allowance will be paid to employees who work the following shift patterns:
- 12 hour shifts/7 day coverage not including night shifts
  - A combination of shifts of lengths between 8 and 11 hours together with 12 hour shifts/7 day coverage not including night shifts
  - 12 hour shifts/7 day coverage including night shifts
  - A combination of shifts of lengths between 8 and 12 hour shifts/7 day coverage including night shifts
  - 8 hour shifts/7 day coverage including night shifts.
- 3.5.4 Employees receiving the aggregated shift allowance will not receive extra payment for weekend work, public holidays and night shifts.
- 3.5.5 Clauses 23 and 19.2 of the *Correctional Employees Award - State 2015* do not apply in respect of employees who receive the aggregated shift allowance.
- 3.5.5 Division 7 of the *Industrial Relations Act 1999* does not apply in respect of employees who receive the aggregated shift allowance.

### **3.6 Rostering Practices**

Subject to clauses 3.1, 3.2, 3.3, 3.4 & 3.5 above the relevant provisions of the *Correctional Employees Award - State 2015* shall continue to apply. The Departmental Guidelines for Rostering Shiftwork are incorporated into this Agreement and are attached at Appendix 2.

## **PART 4 - RECREATION LEAVE**

### **4.1 Management of Recreation Leave**

- 4.1.1 All employees must take their full allocation of recreation leave in the 12 months following the date on which the recreation leave was accrued. However, upon application by an employee and approval of that application by the Department, the Department may allow that employee to defer taking some or all of their recreation leave entitlement and to accrue up to but no more than 10 weeks recreation leave. Applications for deferral of leave must be made prior to the commencement of each calendar year.
- 4.1.2 An employee may take a maximum of 1 week (38 hours) recreation leave as leave in prior approved single shift absences.
- 4.1.3 All employees in receipt of the aggregated shift allowance in accordance with clause 3.5 will be entitled to leave loading at the rate of 27.5% of the base wage or salary.

## **PART 5 – DEPLOYMENT**

### **5.1 Rotation and Deployment**

- 5.1.1 Subject to clause 12.3 of the Award, the Department may direct an employee to work anywhere within individual facilities/work areas as required.
- 5.1.2 The Department may deploy staff on a temporary or permanent basis between the following correctional centres: Brisbane Correctional Centre, Wolston Correctional Centre and Brisbane Womens Correctional Centre.
- 5.1.3 The Department may deploy staff on a temporary or permanent basis within the Escort and Security Branch.
- 5.1.4 The Department may also deploy staff into similar positions with similar competencies between any of the correctional centres, programs and units identified in clauses 5.1.2 and 5.1.3.
- 5.1.5 The deployment of staff by the Department pursuant to clause 5.1 will be consistent with the Department's responsibilities to provide a safe and healthy working environment including a requirement to provide appropriate training. Appropriate training may include on-the-job training at the place where the employee is to be deployed.
- 5.1.6 The deployment of staff under clause 5.1 shall not be used as informal punishment or performance management tool.

## **PART 6 – CASHING OUT OF LONG SERVICE LEAVE**

### **6.1 Payment in Lieu of Long Service Leave**

- 6.1.1 At an employee's election only, an employee may be paid in lieu of all or part of their entitlement to long service leave in accordance with section 53(2) of the *Industrial Relations Act 1999*.
- 6.1.2 Employees wishing to receive payment in lieu of taking long service leave are required to make application in writing to the QCS by using the approved form and attaching any supporting material.

- 6.1.3 An employee will only be entitled to make application for payment in lieu of taking long service leave.
- 6.1.4 The Commissioner or his/her delegate will decide on any application based on the merits of the application.
- 6.1.5 If the application is approved, a written agreement will be entered into between the QCS and the employee to record the payment in lieu of long service leave. The Commissioner or his/her delegate will also issue a direction enabling the payment and all other supporting material will be returned to the employee.
- 6.1.6 Nothing in this clause prevents an employee to make application to the Queensland Industrial Relations Commission in accordance with the provisions of the *Industrial Relations Act 1999*.

## **PART 7- PART-TIME EMPLOYMENT**

### **7.1 Hours of Work**

- 7.1.1 "Part-time employee" means an employee who is engaged to work a regular pattern of ordinary hours each fortnight. Such ordinary hours in any fortnight shall over the life of the roster equate to less than that of the prescribed hours of a full-time employee.
- 7.1.2 The agreed number of ordinary hours per work cycle or the agreed pattern of work may be amended by mutual agreement provided that a part-time employee can accept or request additional hours at ordinary time on a temporary or intermittent basis where operationally required. Any agreed permanent alteration to the pattern of work will be recorded in writing.

## **PART 8- CASUAL EMPLOYMENT**

### **8.1 Hours of Work**

A casual employee will be paid on an hourly basis. A casual employee shall work not work more than 72 hours in any 14 day period.

## **PART 9 – PREVENTION AND SETTLEMENT OF DISPUTES**

### **9.1 Prevention and Settlement of Disputes**

- 9.1.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement.
- 9.1.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. 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.
- 9.1.3 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 General Manager/Manager in the first

instance. The discussion should take place within 24 hours where reasonably possible and the procedure should not extend beyond 7 days.

- b) If the matter is not resolved under clause 9.1.3(a), it shall be referred by the Union representative and/or the Employee/s to the Deputy Commissioner who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days where reasonably possible.
- c) If the matter remains unresolved it may be referred to the Commissioner or nominee for discussion and appropriate action. This process should not exceed 14 days where reasonably possible.
- d) If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission.

9.1.4 Nothing contained in this procedure shall prevent the Union or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

## **PART 10 - CONSULTATIVE ARRANGEMENTS AND COLLECTIVE INDUSTRIAL RELATIONS**

### **10.1 Agency Consultative Committee**

10.1.1 An Agency Consultative Committee or Committees (ACC), consisting of Department representatives and Union representatives, will be established.

10.1.2 The ACC will be used to provide an opportunity for the Department and the Union to meet regularly to discuss strategic industrial relations matters and issues that affect the employment security and conditions of employees.

10.1.3 The Department will advise the ACC, and/or LWCC where relevant, of their intention to implement changes that may affect the employment security or conditions of employees, prior to the commencement of any planned changes.

10.1.4 A divisional-level workplace health and safety committee will be established and will include a representative from the Union.

10.1.5 The parties further agree to establish an agreed terms of reference for consultative committees as soon as practicable subsequent to certification of this Agreement.

### **10.2 Local Workplace Consultative Committees**

Local Workplace Consultative Committees (LWCC) will be established for each work area in accordance with the guidelines at Appendix 3.

### **10.3 Collective Industrial Relations**

10.3.1 The Department acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of the Department. 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.

10.3.2 The Department 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.

10.3.3 The Department is committed to collective agreements and will not support non-union agreements.

10.3.4 The parties agree to support and or implement, as appropriate, any principles established by a Full Bench of the Queensland Industrial Relations Commission, in regard to "rolling up" certified agreement wage rates into the relevant awards.

#### **10.4 ILO Conventions**

The Department, 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.

#### **10.5 Union Encouragement**

10.5.1 The Department 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.

10.5.2 An application for union membership and information on the union will be provided to all employees at the point of engagement.

10.5.3 Information on the relevant union(s) will be included in induction materials.

10.5.4 Union representative(s) will be provided with the opportunity to discuss union membership with new employees

10.5.5 The Department will provide to the Union complete lists of new starters to the workplace on a quarterly basis. This information is to be provided electronically and shall include work location details. Upon request the Union will be provided with a listing of current staff comprising name job title and work location. The provision of all staff information to the union is subject to s373 of the Industrial Relations Act 1999.

#### **10.6 Union Delegates**

10.6.1 The Department acknowledges the constructive role that democratically elected union delegates have in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.

10.6.2 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.

- 10.6.3 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.
- 10.6.4 Subject to the relevant employee's written approval and any confidentiality requirements imposed by the employee or by the Department, delegates may request access to documents and policies related to a member's employment.
- 10.6.5 The Department and the Union will discuss the finalisation of a protocol for the release of union delegates in the performance of union activity to be implemented as an administrative arrangement.

## **10.7 Industrial Relations Education Leave**

- 10.7.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and facilitate the effective operation of grievance and dispute settlement procedures.
- 10.7.2 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 Department.
- 10.7.3 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any 1 calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent hours). Such leave will be subject to consultation between the Department, the relevant Union and the employee.
- 10.7.4 Upon request and subject to approval by the Department, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.
- 10.7.5 It is agreed that up to 14 union delegates will be released from duty on full pay, including aggregated shift allowance, for one day 3 times a year to attend the union's Branch Conference. Where the nominated delegate is rostered off duty on the day of the conference, the delegate will be roster varied on duty, and then released on full pay.
- 10.7.6 It is further agreed that 2 of the 14 union delegates mentioned above will also be released from duty on full pay, including aggregated shift allowance, for one day 3 times a year to attend the union's Council Meetings. Where the nominated delegate is rostered off duty on the day of the meeting, the delegate will be roster varied on duty, and then released on full pay.
- 10.7.7 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 Department/work unit concerned. At the same time, such leave shall not be unreasonably refused.
- 10.7.8 At the Department's discretion, employees may be granted special leave without pay to undertake work with their union. The conditions attaching to such leave will be those dealing

with special leave without salary which are contained in the Ministerial Directive 18/09 "Special Leave" (as amended or replaced from time to time). Conditions outlined in the Directive that provide for the employees' return to work after unpaid leave will be met.

## **PART 11 - EMPLOYMENT SECURITY**

### **11.1 Employment Security**

11.1.1 The Department is committed to maximising employment security for tenured employees.

11.1.2 The Department is committed to maximising permanent employment where possible. Casual and temporary employment should only be used where permanent employment is not viable or appropriate.

11.1.3 The Department will table workforce data at the ACC meetings quarterly identifying the number of permanent, temporary and casual employees engaged at that time, any significant variance in the number of permanent, temporary and casual employees and the conversion of any temporary employees to tenured status.

Signed by the Commissioner, Queensland Corrective Services Mark Rallings

In the presence of: Peter Hollis

Signed for and on behalf of the Together Queensland Industrial Union of Employees Alex Scott

In the presence of: Michael Thomas



**APPENDIX 1  
WAGE RATES  
(Clause 2.1.4)**

General Stream					
Classification Level		Salary 01/05/2015 per fortnight	Salary 01/05/2016 per fortnight	Salary 01/05/2017 per fortnight	Salary 01/05/2018 per fortnight
GS Level 1	1	1,842.01	1851.20	1860.50	1860.50
	2	1,885.03	1894.50	1903.90	1903.90
	3	1,932.64	1942.30	1952.00	1952.00
	4	1,983.56	1993.50	2003.40	2003.40
	5	2,038.64	2048.80	2059.10	2059.10
	6	2,095.54	2106.00	2116.50	2116.50
	7	2,152.43	2163.20	2174.00	2174.00
	8	2,201.53	2256.60	2313.00	2370.80
	9	2,250.32	2306.60	2364.20	2423.30
GS Level 2	1	2,298.67	2356.10	2415.00	2475.40
	2	2,417.38	2477.80	2539.80	2603.20
	3	2,536.71	2600.10	2665.10	2731.80
	4	2,654.57	2720.90	2789.00	2858.70
GS Level 3	1	2,791.74	2861.50	2933.10	3006.40
	2	2,879.05	2951.00	3024.80	3100.40
	3	2,966.48	3040.60	3116.70	3194.60
	4	3,054.12	3130.50	3208.70	3289.00
GS Level 4	1	3,255.23	3336.60	3420.00	3505.50
	2	3,340.62	3424.10	3509.70	3597.50
	3	3,426.02	3511.70	3599.50	3689.50
	4	3,511.20	3599.00	3689.00	3781.20
GS Level 5	1	3,675.27	3767.20	3861.30	3957.90
	2	3,765.15	3859.30	3955.80	4054.70
	3	3,855.35	3951.70	4050.50	4151.80
	4	3,945.13	4043.80	4144.90	4248.50
GS Level 6	1	4,078.13	4180.10	4284.60	4391.70
	2	4,157.56	4261.50	4368.00	4477.20
	3	4,237.19	4343.10	4451.70	4563.00
	4	4,316.50	4424.40	4535.00	4648.40

Field Supervisor Stream				
Classification Level	Salary 01/05/2015 per fortnight	Salary 01/05/2016 per fortnight	Salary 01/05/2017 per fortnight	Salary 01/05/2018 per fortnight
FS Level 1	2,298.67	2356.10	2415.00	2475.40
FS Level 2	2,417.38	2477.80	2539.80	2603.20
FS Level 3	2,536.71	2600.10	2665.10	2731.80
FS Level 4	2,654.57	2720.90	2789.00	2858.70
FS Level 5	2,791.74	2861.50	2933.10	3006.40

*Note: Salary rates expressed as fortnight rates and rounded to the nearest ten cents.*

## **APPENDIX 2**

### **DEPARTMENT OF CORRECTIVE SERVICES GUIDELINES FOR ROSTERING SHIFT WORK**

#### **1. STATEMENT OF PRINCIPLE**

- 1.1 These guidelines have been developed by a committee comprising representatives of the Department and the Union.
- 1.2 All parties acknowledge that they have a duty to manage risks associated with work-related fatigue. All parties acknowledge that they have a duty to implement work rosters which minimize potentially harmful effects on the physical and psychological well-being of staff who are required to undertake shift work. It is acknowledged that this duty extends to the conduct of roster variations and/or changes of duty.
- 1.3 The Department shall be guided by the *ACTU – Health and Safety Guidelines for Shift Work and Extended Working Hours (2000)* and relevant publications of the Office of Fair and Safe Work Queensland.

#### **2. GENERAL CONDITIONS**

- 2.1 The provisions of this document should be read in conjunction with the relevant Award and certified agreements applicable to staff of the Department. In the event of an inconsistency, the provisions of the relevant industrial instrument shall prevail.
- 2.2 Shifts are to be spread evenly across the roster in an attempt to ensure equity within the rostering process for all staff.
- 2.3 Shift cycles are dictated by the maximum number of consecutive shifts described in sections 3.1 and 4.1. Shifts should rotate in a forward direction.
- 2.4 Rosters should not provide for a single shift preceded by a day off and followed by a day off. This shall not be interpreted as excluding rosters which commence with a night shift and conclude with a day shift.
- 2.5 Where necessary, special rosters may be required for staff who work within areas defined as "hazardous". Examples of such work areas may include control of vehicles, monitor work or access to weapons.

#### **3. NIGHT SHIFTS**

- 3.1 Rosters may only provide for a maximum of three consecutive 12 hour night shifts or in the case of 8 hour shifts, four consecutive 8 hour night shifts, for any individual. Where an employee works a combination of night shift lengths between 8 - 12 hour shifts a maximum of three consecutive night shifts may be worked. An additional night shift may only be worked in extreme special compassionate circumstances and only upon presentation of medical evidence. Any decision in this regard is to be endorsed by the General Manager.
- 3.2 Following the last night shift worked, staff shall have a minimum break of 2 clear days between midnight and midnight. For example: if an officer completed block of night shifts on Monday morning (7 a.m.) he/she would not commence duty until at least Thursday (7 a.m.).

- 3.3 Overtime shifts/changes of duty may be worked *by consent* after a break of one whole day, midnight to midnight, subject to all other guidelines being observed.
- 3.4 Rosters are not to provide for a permanent night shift.

#### **4. DAY SHIFTS**

4.1 Rosters may only provide for a maximum of four consecutive 12 hour day shifts or six consecutive 8 hour shifts. Where an employee works a combination of day shift lengths between 8 - 12 hour shifts, the number of hours worked in rostered shifts over consecutive days should not exceed 48 hours, for example:

- 2x12 hour day shifts, 3x8 hour day shifts;
- 4x10 hour day shifts, 1x8 hour day shift;

An additional shift may be worked either by overtime or roster variation or a change of duty by agreement.

4.2 Where ever possible, day shifts should not commence before 6 a.m. It is acknowledged that specific operations requirements may necessitate a start prior to 6 a.m.; however this will be by exception.

#### **5. REST DAYS**

- 5.1 Employees engaged in shift work shall be allowed two whole consecutive days off between midnight and midnight, in any seven day period
- 5.2 An attempt should be made to average out the number of weekends worked with the number of weekends not worked during the cycle of the roster.

#### **6. REST BREAK**

- 6.1 All employees engaged in 12 hour shift arrangements, shall be entitled to a ten hour break between the end of an ordinary rostered shift and the beginning of the next ordinary rostered shift except in emergent circumstances where the minimum will be eight hours.
- 6.2 Where the time between an ordinary rostered shift and the next ordinary rostered shift is less than ten hours the next ordinary rostered shift will be paid at overtime rates.
- 6.3 Where an employee works an overtime shift or part shift at his or her request which results in there being less than ten hours break from the end of that overtime shift and the beginning of the next ordinary rostered shift, that next ordinary rostered shift will be paid at ordinary rates.
- 6.4 Where an employee is directed to work an overtime shift or part shift which results in there being less than ten hours from the end of that overtime shift and the beginning of the next ordinary rostered shift, the next ordinary rostered shift shall be paid at overtime rates until the employee is released from duty and then shall be entitled to be absent until ten consecutive hours duty has occurred without loss of pay for ordinary working time occurred during such absence.

- 6.5 Notwithstanding the above provisions, employees rostered to perform 8 hour shift arrangements shall be entitled to a ten hour break between the end of an ordinary rostered shift and the beginning of the next ordinary rostered shift.

## **7. SPARES/RESERVES**

- 7.1 The use of roster spares or reserves must be maximised to meet the operational demands of the centre. This can occur by either building reserves automatically into the roster or alternatively by establishing a discreet "reserve run", at the discretion of the General Manager.
- 7.2 In establishing a "reserve run" consideration should be given to the placement of staff who volunteer to be part of the "reserve run". Second consideration should be given to staff on a "last on" basis.
- 7.3 Unless otherwise requested by an employee and approved, staff are not to be allocated to a reserve run on a long term basis. As vacancies arise in mainstream posts within the centre, first preference should be given to staff on the reserve run, on a "length of time on the reserve run" basis and also with consideration of the individual's capability for the post available.
- 7.4 New staff to a centre should be placed on a reserve run in the first instance as a training and orientation strategy.

## **8. CHANGES OF DUTY/ROSTER VARIATIONS**

- 8.1 Changes of Duty/roster Variations may occur consistent with these guidelines and subject to operational convenience.
- 8.2 All Changes of Duty/Roster Variations are to be completed within a 4 week cycle, unless otherwise specifically approved by the relevant Manager.

## **9. LEAVE ROSTER**

- 9.1 All centres must have a planned leave roster that schedules leave on an annual basis.
- 9.2 Centres are to develop their own strategy for scheduling a planned leave roster. The following timetable may be used as a guide:
- 1<sup>st</sup> quarter - Call for leave application for the following year. Each officer should indicate 3 preferences.
  - First month in 2<sup>nd</sup> quarter - Applications considered and leave plan drafted.
  - Second month in 3<sup>rd</sup> quarter - Staff notified of leave arrangements. Any issues with notified leave arrangements can be raised with the relevant roster manager.
- 9.3 Applications for leave will be considered on the following basis:
- Priority 1 - Allocation of leave based on 1st, 2nd and 3rd preferences.
  - Priority 2 - Compassionate/special circumstances.
  - Priority 3 - Past leave patterns
  - Priority 4 - Leave applied for in blocks of greater than 3 weeks

## **10. CONCLUSION**

- 10.1 Management and staff shall attempt to implement these guidelines through mutual discussion and cooperation.
- 10.2 Any dispute over the application of these guidelines should be referred to the relevant Deputy Commissioner for resolution.

## APPENDIX 3 - GUIDELINES - Local Workplace Consultative Committees (LWCC)

### 1. OVERVIEW

- 1.1 The following are the Terms of Reference for the Local Workplace Consultative Committee (LWCC) of Queensland Corrective Service Correctional Centres.
- 1.2 The parties to the LWCC are:
  - The management team of [INSERT] Correctional Centre.
  - QCS employees of the centre as nominated by Together Union Industrial Union of Employees.
- 1.3 The LWCC will facilitate meaningful consultation between the parties regarding industrial issues impacting or which may impact upon the Centre's workforce. Such consultation will be conducted in a reasonable manner based on the merits of the issue/s being discussed. Agenda items for discussion will not be focussed on operational or specific industrial matters/disputes concerning individuals.
- 1.4 The LWCC may be used to consult on a broad range of issues.

### 2. ROLE OF LWCC

The role of the LWCC shall include, but is not limited to:

- Monitoring the implementation of all relevant provisions of the relevant Industrial instruments provided that issues that remain unresolved after three LWCC meetings will be referred to ACCC.

### 3. DEFINITIONS

- 3.1 **Local Workplace Consultative Committee (LWCC)** – the principal local consultative body at which parties can engage in meaningful discussion about industrial issues impacting on, or which may impact on, the Centre's workforce.
- 3.2 The LWCC is not a decision making forum and does not impact on a party's rights or obligations under the grievance and dispute settlement procedures as prescribed by the relevant industrial instrument.
- 3.3 **Consultation** – Consultation, for the purposes of the Committee is taken to require the exchange of timely information and the consideration of each party's views before making a final decision.

It is acknowledged that while there is a requirement on the part of the employer to consult prior to the implementation of any major change, the employer is the final decision-maker.

### 4. PRINCIPLES

- 4.1 Ensure issues are raised through the appropriate and existing governance arrangements established for the operations of the centre such as but not limited to the Work Place Health and Safety Committee.

- 4.2 Promotion of open discussion.
- 4.3 Members will act with courtesy, honesty and respect to each other.
- 4.4 Recognition of respective roles and responsibilities of management and union representatives.
- 4.5 Manage issues in a consistent, effective and timely manner.
- 4.6 Issues are to be raised at this level prior to the matter being referred to the ACCC if necessary.

## **5. STRUCTURES, PROCESSES AND MECHANISMS**

- 5.1 Ensure issues are raised through the appropriate and existing governance arrangements established for the operations of the centre such as but not limited to the Work Place Health and Safety Committee.
- 5.2 The composition of the LWCC will consist of Centre management representatives and the nominee (s) of the union.
- 5.3 The number of representatives shall be agreed between the parties. Each party will determine who their representatives will be. When a representative changes, each party will notify the secretariat of the change.
- 5.4 LWCC members will as far as operationally convenient be allowed adequate paid time to perform the associated duties and to discharge their associated responsibilities as a LWCC member.
- 5.5 **Chairperson** – The LWCC shall be chaired by a Centre management representative.
- 5.6 **Other Participants** – Where agreed between the parties, the LWCC may invite or approve of other persons attending meetings. Such persons do not assume membership of the committee.

LWCC members must be notified at least 7 days in advance so any objections can be raised.

- 5.7 **The Secretariat** – A Secretariat provided by management shall record and prepare minutes, prepare agendas for distribution, prepare correspondence and perform other relevant administrative tasks.
- 5.8 **Frequency of Meetings** – The LWCC will be convened at least every four weeks, however, additional meetings can be requested by either party provided that full particulars are provided on the matter (s) to be discussed, and all parties agree, where agreement will not be unreasonably refused.
- 5.9 **Attendance at Meetings** – LWCC members will attend meetings or provide an authorised employee proxy. A breakdown in the functioning of the LWCC allows either party to list it as an LWCC agenda item for resolution.
- 5.10 **Agenda** – Any LWCC member may submit agenda items. Agenda items should be accompanied by an information paper, where relevant, and should reach the Chairperson or Secretariat not less than one week prior to the meeting;



5.11 Agenda items and information papers will be distributed to all LWCC members one week prior to the meeting.

**Standing agenda items** will include:

- Attendance and Apologies
- Declaration of any conflict of interest
- Confirmation of Minutes
- Business arising from last Meeting
- New Business
- Next meeting

Other standing agenda items as agreed by the LWCC may be added as required.

The confirmed minutes of the previous LWCC meeting will be tabled at each meeting.

Provision shall be made within the Agenda to review whether actions agreed upon at previous meetings were implemented or progressed;

5.12 **Minutes of Meetings** – The Secretariat shall ‘action’ minute the outcomes of each meeting of the Committee. The LWCC Minutes should be circulated within 10 working days of the meeting to LWCC members for perusal and amendment as necessary.

5.13 **Confidentiality** – Parties on the LWCC acknowledge that certain issues under examination may be confidential and/or sensitive. LWCC members and the Secretariat shall ensure that any confidential information remains confidential.

Confidential information should be declared as such prior to tabling. If a member of the LWCC does not accept the material as confidential then the party may elect not to table the information.

5.14 One party may choose to have additional members only where both parties agree

5.15 The number of members shall be determined through consultation between the department and union.

5.16 A quorum will comprise a minimum of one Management and one union representative.

5.17 Adequate notice of apologies is to be provided – at least five days prior to the scheduled meeting date where practicable.

5.18 LWCC meetings are to be formally documented and endorsed by a nominated management and union participant of the LWCC before being communicated to all local staff.

## **6. GRIEVANCE AND DISPUTE SETTling**

LWCC members will use their best endeavours to co-operate in order to avoid grievances or disputes arising. However, the grievance and dispute settlement procedures as prescribed by the relevant Industrial instruments remain available to the parties.