

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

State Government Security Certified Agreement 2016

Matter No. 2016/CA000033

DEPUTY PRESIDENT KAUFMAN

17 October 2016

CERTIFICATE

This matter coming on for hearing before the Commission on 30 September 2016 the Commission certifies the following written agreement:

State Government Security Certified Agreement 2016 – (CA/2016/33).

Made between:

Commissioner of the Queensland Police Service (State Government Security)

AND

Together Queensland, Industrial Union of Employees

The agreement was certified by the Commission on 30 September 2016 and shall operate from 30 September 2016 until its nominal expiry on 30 April 2019.

This agreement replaces the State Government Security Certified Agreement 2013 (CA/2013/53).

By the Commission.

Deputy President Kaufman

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999, s.156

Commissioner of the Queensland Police Service (State Government Security)

AND

Together Queensland, Industrial Union of Employees

*(No. CA/2016/33)***STATE GOVERNMENT SECURITY CERTIFIED AGREEMENT 2016**

APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 1999*, on the 17th day of October 2016, BETWEEN the Commissioner of the Queensland Police Service and Together Queensland, Industrial Union of Employees, witness that the parties mutually agree as follows:

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

This Agreement shall be known as the *State Government Security Certified Agreement 2016*.

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1.3 *Application and Parties Bound*

- (1) This Agreement shall apply to persons employed at State Government Security, a business unit of the Queensland Police Service, for whom classifications and wage rates are prescribed herein.
- (2) The Commissioner, 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 Commissioner of the Queensland Police Service, Together Queensland, Industrial Union of Employees and the employees described at clause 1.3(1) above.

1.4 *Date and Period of Operation*

The Agreement operates from the date of certification until the nominal expiry date of 30 April 2019.

The parties have agreed that its terms will be given operative effect on and from 1 May 2016.

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*

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

1.7 *Replacement Agreement*

This Agreement replaces the *State Government Security Certified Agreement 2013*.

1.8 *Objectives of This Agreement*

State Government Security (SGS), incorporating the State Government Protective Security Service, provides protective security to the people and property assets of the Queensland public sector.

The parties are committed to an effective State Government Security, delivering quality services for the Queensland Government to support the Government's priorities and obligations to the community.

State Government Security will strive for improvements in service delivery, improved efficiency and effectiveness of its operations and activities.

1.9 *Definitions and Abbreviations*

Agency	means the Queensland Police Service
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 9.
Protective Security Officer	means an employee as defined in Section 7 of the <i>State Buildings Protective Security Act 1983</i>

QIRC	means the Queensland Industrial Relations Commission
Senior Protective Security Officer	means an employee as defined in Section 10 of the <i>State Buildings Protective Security Act 1983</i>
Senior Protective Security Officer (in Training)	means an employee as defined in Section 7 of the <i>State Buildings Protective Security Act 1983</i>

PART 2: WAGES, WORKING CONDITIONS AND OTHER ENTITLEMENTS

2.1 *New Wage Rates*

Wage increases shall apply to employees covered by this Agreement in accordance with the salary schedules in Appendix 1:

1 May 2016	2.5%
1 May 2017	2.5%
1 May 2018	2.5%

2.2 *No Loss of Show Day*

- (1) Where an employee is required to perform work duties (including training) at an alternative location to their usual place of work on a day where the show day holiday applies, such employee will be given a day off in lieu, to be taken by mutual agreement with the employee's supervisor.
- (2) Provided that an employee subject to this Agreement, and whether engaged in different agencies or locations over a calendar year or not, is only entitled to leave on full pay for a show holiday once each calendar year.

2.3 *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) Subject to sub-clause (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.
- (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.
- (4) Notwithstanding sub-clause (3) herein, it is a term of this Agreement that no person covered by this Agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant parent award.

2.4 *Annual Leave Loading Payment*

- (1) Payment of annual leave loading is to be paid once a year in December.
- (2) This payment does not apply to employees who are remunerated under a 'block pay system', which incorporates payment for annual leave loading.

2.5 *Performance of Higher Duties*

The parties to this Agreement acknowledge that from time to time, staff may be directed to perform some, or all, of the duties and responsibilities of a position of a higher classification to meet operational needs. In these circumstances, staff employed under this Agreement will receive extra remuneration in accordance with the conditions prescribed by the Higher Duties Directive (as amended from time to time), with the exception of **the application of the "minimum period" and the "relevant percentage"**.

In lieu, when an Officer is directed to relieve in a higher classified position that requires them to be qualified as a Senior Protective Security Officer (SPSO) for more than 3 consecutive shifts, the following conditions will apply:

- (1) Officers who have not completed SPSO training will be entitled to receive an allowance of 90% of the difference between the salary of the Protective Security Officer (PSO) and the minimum salary of the "higher classification level".
- (2) Officers who have completed SPSO training, and have been appointed as a SPSO, but who are not employed as a SPSO, will receive a higher duties allowance of 100% when directed to relieve in a higher classified position that requires them to be qualified as a SPSO.
- (3) Staff who are engaged on shift work and who are directed to assume the roles and responsibilities of a position at a higher classification level for more than 3 consecutive rostered shifts within their standard roster pattern, regardless of whether these consecutive rostered shifts occur on consecutive days, will be eligible for the payment of higher duties allowance.

2.6 Payment of Allowances and Additional Payments

Payment of allowances and "specials" is to be made to the staff member concerned on the appropriate payday no later than 2 pay periods following the completion of the activity.

2.7 Block Pay System

- (1) The employer, staff members, and the union agree to the continuation of a "Block Pay System" for shift-workers on terms provided for by this Agreement.

The "Block Pay" allowance has been calculated using the Projected Roster Methodology, which is determined by adding penalties for night shifts (15%), Saturdays (50%), Sundays (100%), public holidays rostered on (150%) and public holidays rostered off (100%) occurring over a year as a proportion of ordinary hours paid.

The applicable block pay allowance will be paid on recreation leave (or cash equivalent). Therefore, staff will not be paid their leave loading percentage as an additional payment. As a result, payment to individuals will result in no less than would have been received through application of the applicable Award and Agreement provisions to individual shifts in the above roster.

- (2) The penalty rates to be paid to employees under the Block Pay System are:

(a) 12 hour rotating shift:	33.9066 %
(b) 12 hour permanent night shift:	39.0657%
(c) 12 hour permanent day shift:	28.7474%
(d) Permanent Part-Time Mobile Patrol Shift Roster	41.6159%
(e) Permanent Part-Time Central Operations Room Roster	41.6159 %
- (3) Hours of work provisions, shift roster arrangements (including sample rosters) and Block Pay calculations for such employees are outlined at Appendices 4, 5, 6, 7 and 8 of this Agreement.
- (4) The "Block Pay" allowance is payable:
 - (a) on the staff member's base salary only (excluding all allowances);
 - (b) on recreation leave (or cash equivalent thereof); or
 - (c) as part of the salary for successful Work Cover claims.
- (5) The "Block Pay" allowance is not payable:
 - (a) on superannuation;
 - (b) on overtime;
 - (c) on long service leave; or
 - (d) on all other leave (e.g. sick leave, bereavement leave, etc.).
- (6) Accordingly, staff receive the "Block Pay" allowance when they attend work for their rostered shifts, and therefore after each absence, regardless of the day on which it falls, the allowance applicable to the staff member's hourly rate will be deducted for each hour absent.

2.8 Hours of Work for Employees not subject to the Block Pay System

An officer who works afternoon or night shift, or weekend work, who is not a shift worker for the purposes of the “Block Pay System” is to be paid the relevant allowance as provided for in the *Queensland Public Service Officers and Other Employees Award – State 2015*. Hours of work provisions for such employees are outlined at Appendix 2 of this Agreement.

2.9 Special Working Arrangements

Provisions relating to Special Working Arrangements are outlined at Appendix 3 of this Agreement.

2.10 Attendance at Work-Related Meetings

- (1) The parties recognise the valuable contribution employees make to various work-related committees, including the SGS Workplace Health and Safety Committee and the SGS Consultative Committee.
- (2) Attendance by an employee to meetings of such committees outside of the employee’s rostered ordinary hours shall require authorisation by SGS and is to be subject to agreement of the union.
- (3) An employee attending such meetings outside of their rostered ordinary hours shall receive equivalent time off in lieu (i.e. at time for time) to be taken at a mutually agreed time. Any time off in lieu sought by an employee shall not be unreasonably refused.
- (4) All time off in lieu accrued in accordance with this clause shall be taken within twelve months of the date of accrual. Where not taken within twelve months of date of accrual such time off in lieu will be forfeited.

2.11 Additional Public Holidays

- (1) The “Block Pay” allowance for those employees working rosters other than the permanent part-time rosters, incorporates ordinary hours performed over 11 public holidays each calendar year.
- (2) Where additional public holidays in excess of 11 in a calendar year are gazetted, the following entitlements shall apply to such employees:
 - (a) where the employee performs rostered ordinary hours on any such additional gazetted public holiday/s, the employee shall be paid additional payment for such hours at the rate of time and a-half;
 - (b) where the employee is rostered off on any such additional gazetted public holiday/s, the employee shall be paid 7.6 ordinary hours pay.

PART 3: TRAINING

- (1) The parties to this Agreement recognise an ongoing commitment to training and development. It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives.
- (2) To achieve the desired levels of knowledge and skills there should be an emphasis upon building capability through career development, job design, performance development, and workforce planning. The objective of this approach is to improve workforce capability and SGS service delivery while enhancing job satisfaction and employees’ professional growth.
- (3) Training and assessment of competencies will be provided in accordance with the Public Services Training Package or other accredited programs relevant to SGS needs to enable employees to meet the requirements of clauses 4.1 and 4.2 of this Agreement.

PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS

4.1 Commitment

- (1) The parties are committed to the principle that financial recompense shall be provided for SGS employees in the specified classifications who meet the following requirements:

- (a) an accredited qualification at the AQF level specified or higher achieved through training and assessment of competencies (including recognition of current competencies); and
- (b) reached the maximum pay point of the specified Classification Level in the 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 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 71FL 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); or
- at the required time with such time made up at a later date.

PART 6: PAID PARENTAL LEAVE

Notwithstanding the federal paid parental leave scheme the current paid parental leave provisions provided by the employer as at the date of certification of this Agreement will not be reduced for the life of this Agreement.

PART 7: EMPLOYMENT SECURITY, ORGANISATIONAL CHANGE AND RESTRUCTURING

7.1 *Employment Security*

The Employer is committed to maximum employment security by maintaining SGS as the preferred provider of existing services to Government and the community.

7.2 *Permanent Employment*

- (1) The parties are committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate.
- (2) SGS will undertake a review in consultation with the union of the status of long-term temporary employees, including conversion to permanent employment where appropriate in the first twelve months after certification of this Agreement.

7.3 *Organisational Change and Restructuring*

- (1) The agency is committed to providing stability by limiting organisational restructuring and contracting-out of services.
- (2) These commitments are effected through the Government's *Employment Security Policy* and the *Queensland Government Policy on the Contracting Out of Services*.
- (3) SGS shall advise the SGS Consultative Committee (SGSCC) in writing of its intention to implement changes that may affect the employment security of its 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 the award. SGS is also required where requested to provide the union with a listing of the affected staff comprising name, job title and work location.

- (4) It is acknowledged that management has a right to implement changes to ensure the effective delivery of SGS services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the SGSCC in a timely manner either party may refer the matter to QIRC for resolution.
- (5) The parties agree that the agency should report to the union on a quarterly basis the current status of employment practices within SGS. This report should be provided on a quarterly basis at the SGSCC. 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) and 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 employees will not be forced into unemployment as a result of organisational change or changes in SGS 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. SGS 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 supporting employees affected by workplace change (as amended) which will apply for the life of this Agreement.
- (8) The agency must provide relevant information to the union when it intends to apply the provisions of the directive relating to early retirement, redundancy and retrenchment where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same time as SGS’s intentions are communicated to the employee. An affected employee must be provided with notice of SGS’s intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.

PART 8: SALARY PACKAGING

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

- salary packaging;
 - (f) there will be no significant additional administrative workload or other ongoing costs to the employer;
 - (g) any additional administrative and fringe benefit tax costs are to be met by the employee;
 - (h) any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- (3) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.
- (4) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

PART 9: CONSULTATIVE COMMITTEE

- (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) SGS will have a joint union/employer consultative committee (SGSCC). The SGSCC 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 7.3)
 - (c) Training (Part 3)
 - (d) Union Encouragement (Part 12)
 - (e) Fair Career Paths (Part 17)
 - (f) Work/Life Balance (Part 21)
 - (g) Organisational matters such as the review of, changes to or introduction of new workforce management policies.
- (3) Through consultation via the SGS Consultative Committee, the employer agrees to undertake a review of specific work arrangements over the life of the Agreement relating to the following matters:
 - (a) To consider mechanisms to recognise seniority/experience of certain employees;
 - (b) To review the responsibilities and accountabilities of officers undertaking Central Operations Room and Mobile Patrol duties;
 - (c) To review, consider and identify the most appropriate shift arrangements for SGS in line with the commercial and significantly changing business environment in which SGS operates. The parties agree to implement shift rosters designed to meet the needs of both clients and staff;
 - (d) To develop a set of rostering guidelines that describe the various shift rosters available to meet the needs of clients and staff including example rosters that were prescribed in the *State Government Security Certified Agreement 2013*.

PART 10: COLLECTIVE INDUSTRIAL RELATIONS

- (1) The Employer acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of SGS. The principle recognises the important role of unions and the traditionally high levels of union membership in the public sector. The Employer supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- (2) The 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 Employer is committed to collective agreements and will not support non-union agreements.

PART 11: ILO CONVENTIONS

SGS 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) SGS 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 union will be provided to all employees at the point of engagement.
- (3) Information on the union will be included in induction materials.
- (4) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (5) The agency is to provide the union with complete lists of new starters (consisting of name, job title, work email and work location) to the workplace on a quarterly basis, unless agreed between the agency and the union to be on a more regular basis. This information is to be provided electronically and shall include work location details.
- (6) The agency is also required where requested to provide the union with a listing of current staff comprising name, job title, work email and work location. This information shall be supplied on a six monthly basis, unless agreed between the agency and the union to be on a more regular basis. The provision of all staff information to the union shall be consistent with the principles outlined at s373 (4) of the *Industrial Relations Act 1999*. This information is to be provided electronically.

PART 13: UNION DELEGATES

- (1) SGS 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) SGS 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 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 SGS 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).
- (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), the union and the employee.
- (5) Upon request and subject to approval by the chief executive (or delegated authority), 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 SGS. At the same time such leave shall not be unreasonably refused.
- (7) At the discretion of the chief executive (or delegated authority), SGS employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Ministerial Directive relating to "Special Leave" issued and amended in accordance with section 54 of the *Public Service Act 2008*, in relation to special leave without salary. Conditions outlined in this 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 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.
- (3) There is a requirement for management to provide relevant information and explanation and consult with the employee representatives, where appropriate.
- (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 nominated representative, where appropriate, and/or the employee(s) concerned and the immediate supervisor in the first instance. The discussion should take place within 1 working day and the procedure should not extend beyond 7 working days;
 - (b) if the matter is not resolved as per (a) above, it shall be referred by the employee's nominated representative, where appropriate, 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 working days;
 - (c) if the matter remains unresolved it may be referred by the employee and/or his/her representative to the Assistant Commissioner and/or nominee for discussion and appropriate action. This process should not exceed 14 working 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 the parties to this Agreement from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

PART 16: WORKLOAD MANAGEMENT

SGS is committed to ensuring all SGS employees have a reasonable workload and, as far as reasonably practicable, ensuring workloads do not present a risk to the health and safety of employees. SGS is also committed to ensuring that employees are provided with access to leave and training opportunities where possible.

The parties acknowledge that ensuring reasonable workloads is both the responsibility of the Manager/Supervisor and the employee.

SGS is committed to working with employees and the Together Union to address workload management issues through the SGSCC.

PART 17: FAIR CAREER PATHS

SGS in consultation through the SGSCC will continue to have a review process in place to allow aggrieved employees the opportunity to raise concerns about the work value assessment (utilising the job evaluation management system (JEMS) or other approved methodology) of their position. These processes provide the opportunity for consultation with the union and may include a union representative as part of the process.

PART 18: WORKPLACE BULLYING

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

PART 19: CLIENT AGGRESSION

The parties acknowledge that client aggression is a workplace health and safety issue affecting some public sector workplaces and agree that violence and aggression by clients towards staff is not acceptable.

PART 20: 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.

PART 21: WORK/LIFE BALANCE

- (1) SGS is committed to workplace practices that improve the balance between work and family for its employees.
- (2) The parties agree that requests by employees to access work-life balance initiatives will be considered provided that it is operationally convenient.

APPENDIX 1: SALARY SCHEDULE**OPERATIONAL STREAM – not including block allowance**

12 Hour Rotating Shift Officers – 33.9066%
 12 Hour Permanent Night Shift Officers – 39.0657%
 12 Hour Permanent Part-Time Officers – 41.6159%
 8 Hour Permanent Part-Time Officers – 41.6159%

Classification	Paypoint	F/N Salary 1 May 2016	F/N Salary 1 May 2017	F/N Salary 1 May 2018
OO1	1	\$1,238.90	\$1,269.90	\$1,301.60
	2	\$1,331.10	\$1,364.40	\$1,398.50
	3	\$1,423.10	\$1,458.70	\$1,495.20
	4	\$1,515.20	\$1,553.10	\$1,591.90
	5	\$1,607.30	\$1,647.50	\$1,688.70
	6	\$1,699.60	\$1,742.10	\$1,785.70
OO2	1	\$1,725.00	\$1,768.10	\$1,812.30
	2	\$1,768.00	\$1,812.20	\$1,857.50
	3	\$1,811.30	\$1,856.60	\$1,903.00
	4	\$1,854.10	\$1,900.50	\$1,948.00
OO3	1	\$1,879.40	\$1,926.40	\$1,974.60
	2	\$1,913.90	\$1,961.70	\$2,010.70
	3	\$1,951.10	\$1,999.90	\$2,049.90
	4	\$1,991.50	\$2,041.30	\$2,092.30
OO4	1	\$2,074.00	\$2,125.90	\$2,179.00
	2	\$2,141.10	\$2,194.60	\$2,249.50
	3	\$2,208.40	\$2,263.60	\$2,320.20
	4	\$2,275.80	\$2,332.70	\$2,391.00
OO5	1	\$2,335.40	\$2,393.80	\$2,453.60
	2	\$2,413.10	\$2,473.40	\$2,535.20
	3	\$2,491.10	\$2,553.40	\$2,617.20
	4	\$2,568.30	\$2,632.50	\$2,698.30
OO6	1	\$2,681.80	\$2,748.80	\$2,817.50
	2	\$2,752.10	\$2,820.90	\$2,891.40
	3	\$2,823.70	\$2,894.30	\$2,966.70
OO7	1	\$2,959.30	\$3,033.30	\$3,109.10
	2	\$3,031.70	\$3,107.50	\$3,185.20
	3	\$3,103.70	\$3,181.30	\$3,260.80

APPENDIX 2: HOURS OF WORK - DAY AND AFTERNOON SHIFT WORKERS (EXCLUDES BLOCK PAY EMPLOYEES)

1.1 Hours of Work

The ordinary hours of work will be an average of 38 hours per week over a 4 week roster pattern.

A standard day shift shall be 7.6 hours, with the ordinary working hours of all full time employees not to exceed 10 hours per shift, Mondays to Fridays.

A "day shift" shall commence at or after 6am and before 12pm.

An "afternoon shift" shall commence at or after 12pm and before 6pm.

1.2 Casual employees

Casual employees are to be engaged on an hourly basis to work for less than the ordinary working hours of a full-time employee, except in the following circumstances:

- a) *Training*: During the first 2 weeks of initial employment, for the purpose of training, a casual employee may be employed for up to and including 38 hours at the casual rate of pay.
- b) *Relieving*: Where there are insufficient relief officers available, a casual employee may work the rostered hours of the employee being relieved, including shifts of up to 12 hours duration and be remunerated at the casual ordinary rate of pay as prescribed in the Award for up to an average of 38 hours per week.

1.3 Shift Rosters

- (1) All roster patterns are to show rostered days off.
- (2) Rostered days off with pay on account of 38 ordinary hour week arrangements are to be taken in such a way as to enable the employee to take the equivalent of one 8 hour shift per 4 weeks roster cycle as a scheduled day off as defined by a roster pattern.
- (3) *Notification*: An annual roster pattern will be maintained encompassing rostered days off (RDOs). Employees shall receive copies of these rosters.
- (4) *Roster Changes*:
 - a) Changes within a roster are to be by agreement between the employer and the employee affected, but failing agreement, the employer may initiate a roster change upon giving affected employees 24 hours' notice for a change of roster or double time is to be paid for the next shift.
 - b) Changes to a roster structure may be made to meet the employer's or the employer's clients' needs subject to prior consultation with, and reasonable notice being given to affected employees.
 - c) An employee may arrange a change of shift with another suitably trained officer, provided that they submit a written request to the Operations Officer for their prior approval.

1.4 Overtime

Any authorised work performed in excess of 10 hours per day or over an average of 152 hours per 4 week roster cycle shall be classed as overtime.

An officer recalled to perform duty after completing their normal shift or on any leave day or off duty day shall be paid at overtime rates for such duty with a minimum payment of 3 hours at overtime rates.

1.5 Crib Break

Officers shall be allowed a paid meal/crib break of 30 minutes duration which will be counted as working time to be taken so as not to interfere with the continuity of work where such continuity is required.

APPENDIX 3: HOURS OF WORK (Special Working Arrangements)

PART 1: APPLICATION

- (1) The parties to this Agreement remain committed to the continued provision of “Special” working arrangements for clients who seek a special project, task, or duty to be undertaken that is:
 - a) Over and above normal client requirements;
 - b) Exclusive of emergency situations;
 - c) Not a standard or normal duty; and
 - d) Of a discrete duration.
- (2) A list of the operational employees who are interested in voluntarily performing “Specials” is to be developed and maintained by the Operations Supervisor. All employees are to have the opportunity to express an interest in participating in these arrangements. The method that the Operations Officers/Operations Supervisor uses in selecting employees for “specials” is to be fair and unbiased. Employees undergoing rehabilitation work or employees who have a recent formal record of poor performance and/or attendance may be excluded from participating in these arrangements.

PART 2: PAYMENT FOR SPECIALS

- (1) When the client requests a Protective Security Officer, then payment shall be at the normal non-shift overtime rates payable at the OO2 pay point 1 level.
- (2) When the client requests a Senior Protective Security Officer, then payment shall be at the normal non-shift overtime rates payable at the OO3 pay point 1 level.
- (3) This payment rate will apply regardless of the classification of the officer, the type of activity being undertaken, the duration of the activity, or the day on which the work is performed. “Specials” undertaken on gazetted Public Holidays shall be paid for at twice that rate stated in (1) or (2) except where the gazetted Public Holiday is not aligned with the actual day. In this circumstance staff undertaking a “Special” on the actual Public Holiday (not the gazetted public holiday) shall be paid for at twice that rate stated in (1) or (2) rather than on the gazetted public holiday.
- (4) The minimum time payable for a “Special” is 3 hours. Where the employee has left their place of residence to commence the “Special” but is subsequently advised that the arrangement has been cancelled, the employee will receive a minimum of 3 hours at the rate stated in (1), (2) or (3).
- (5) An officer shall be advised of the approximate number of hours of duty required. If the special finishes early, then the officer will be paid for the duration of the special only, subject to (4).
- (6) Hours of duty will be based on client requirements.
- (7) If an employee is injured during the course of carrying out a “Special” and requires workers compensation, the rate outlined at (1) or (2) will be the basis for calculating remuneration on the day of injury. For the first whole day off work and all subsequent days, remuneration is to be calculated at the employee’s ordinary rate of pay.
- (8) Staff acting in a supervisory capacity during “Specials” shall be entitled to a total of 1 extra hour’s pay at the rate outlined in (1), (2) or (3) as applicable per day for such additional responsibility.
- (9) This clause shall not be used for work that is currently being remunerated as overtime (that is, it will not impact on existing overtime provisions).

APPENDIX 4: 12 HOUR ROTATING SHIFT BLOCK PAY ARRANGEMENTS

PART 1: HOURS OF WORK AND RELATED MATTERS

1.1 *Hours of Work*

The ordinary hours of work will be an average of 38 hours per week over a 6 week roster pattern.

A standard shift shall be 12 hours, with the ordinary working hours not to exceed 12 hours per shift, Mondays to Sundays.

A “day shift” shall commence at or after 6am and before 12pm.

A “night shift” shall commence at or after 6pm and before 6am.

1.2 *Casual employees*

Casual employees are to be engaged on an hourly basis to work for less than the ordinary working hours of a full-time employee, except in the following circumstances:

- (a) *Training:* During the first 2 weeks of initial employment, for the purpose of training, a casual employee may be employed for up to and including 38 hours at the casual rate of pay.
- (b) *Relieving:* Where there are insufficient relief officers available, a casual employee may work the rostered hours of the employee being relieved, including shifts of up to 12 hours duration and be remunerated at the casual ordinary rate of pay as prescribed in the Award for up to an average of 38 hours per week.

1.3 *Shift Rosters*

- (1) All roster patterns are to show rostered days off.
- (2) Rostered days off with pay on account of 38 ordinary hour week arrangements are to be taken in such a way as to enable the employee to work 19 shifts in a 21 shift cycle, with the scheduled days off as defined by a roster pattern.
- (3) *Notification:* An annual roster pattern will be maintained encompassing rostered days off (RDOs). Employees shall receive copies of these rosters.
- (4) *Roster Changes:*
 - (a) A change in the roster that is from the rostered 12 hour shift to day work shall only take place once that officer has utilised an equivalent number of days rest, compared to consecutive days worked prior to the officer’s change in shift duties. Provided that when a change takes effect that the officer is only required to perform duties for 228 hours in a 6 week period.
 - (b) Changes within a roster are to be by agreement between the employer and the employee affected, but failing agreement, the employer may initiate a roster change upon giving affected employees 24 hours’ notice for a change of roster or double time is to be paid for the next shift.
 - (c) Changes to a roster structure may be made to meet the employer’s or the employer’s clients’ needs subject to prior consultation with, and reasonable notice being given to affected employees.
 - (d) An employee may arrange a change of shift with another suitably trained officer, provided that they submit a written request to the Operations Officer for their prior approval.
- (5) Employees engaged on a 12 hour shift shall not be rostered to work more than 5 consecutive shifts, during which period every endeavour shall be made to ensure employees are not required to work more than 3 consecutive night shifts. Except those officers, who work the permanent night shift roster shall work 4 continuous nights.

1.4 *Overtime*

- (1) Overtime duty should not normally be performed where it will fall within a period of 12 hours on either side of a 12 hour day or a 12 hour night shift.

- (2) In all but highly exceptional circumstances, the maximum length of time a person should have to remain on duty is 14 hours. This would include the 12 hour shift, a 2 hour overtime period before the commencement of a shift, or a 2 hour overtime period after completing a shift and before being relieved.
- (3) For the purposes of this Agreement, officers whose ordinary hours of work are regularly rotated in accordance with a 12 hour shift-working roster shall be paid overtime at the rate of double time for all work performed outside their rostered duty hours.

1.5 Crib Break

Employees shall be entitled to a 30 minute paid crib break in the first half of the shift and a second paid crib of 30 minutes duration in the second half of the shift which will be counted as working time to be taken so as not to interfere with the continuity of work where such continuity is required.

PART 2: 24 HOUR ROTATING SHIFT ROSTER

The parties agree that the 24 hour rotating shift will only be staffed for positions which are fully funded and require 24 hour duty, 365 days per year. The roster cycle is 24 weeks long and rotates continuously as per the following pattern:

Day	1	2	3	4	5	6	7	8
Shift	D	D	N	N	Off	Off	Off	Off

An example of a 4 Group Shift Roster is outlined as follows which contains rosters for the first 2 weeks of the 8 week rotating roster. Full details on example rosters can be found in guidelines developed in accordance with Part 9(3)(d) of this Agreement:

12 Hour Shift, 24 Hour Rotating Group Roster

Day	G1	G2	G3	G4
MONDAY	D			N
Tuesday	D			N
Wednesday	N	D		
Thursday	N	D		
Friday		N	D	
Saturday		N	D	
Sunday			N	D
MONDAY			N	D
Tuesday	D			N
Wednesday	D			N
Thursday	N	D		
Friday	N	D		
Saturday		N	D	
Sunday		N	D	

PART 3: 24 HOUR ROTATING SHIFT BLOCK PAY CALCULATIONS

12 Hour Rotating Shift

Block Pay Calculation with Projected Roster Allowance for Rec Leave only:

	No of Shifts	Hours per Shift	Total Shift Hours	Penalty Rate	Penalty Hours
Public Holidays	22	12	264	150%	396.00

Rostered on

		12		100%	264.00	Rostered off
Sundays	104	12	1248	100%	1248.00	52 Sundays by two shifts
						51 Saturdays by two shifts (one Saturday was a public holiday)
Saturdays	102	12	1224	50%	612.00	
M-F Night Shift	251.25	12	3015	15%	452.25	All 12 hours attract 15%
M-F Day Shift	251.25	12	3015	0%		Dayshift does not attract any loading
	<u>730.5</u>		<u>8766</u>		<u>2972.25</u>	
Annual Leave	79.6417	12	956	See Note	324.04525	weeks @ average penalties across the above
					3296.295	
	810		9722		2	

Percentage penalty cost of covering 1 year utilising a 38 hour week, 12 hour shift, 6 week roster shift pattern (including relief for annual & long service leave)

Penalty Hours	3296.2952
Standard Hours	9721.7004
Average Penalty Payable	<u>33.9066%</u>

APPENDIX 5: 12 HOUR PERMANENT NIGHT SHIFT BLOCK PAY ARRANGEMENTS

PART 1: HOURS OF WORK AND RELATED MATTERS

1.1 *Hours of Work*

The ordinary hours of work will be an average of 38 hours per week over a 6 week roster pattern.

A standard shift shall be 12 hours, with the ordinary working hours not to exceed 12 hours per shift, Mondays to Sundays.

A “night shift” shall commence at or after 6pm and before 6am.

1.2 *Casual employees*

Casual employees are to be engaged on an hourly basis to work for less than the ordinary working hours of a full-time employee, except in the following circumstances:

- (a) *Training:* During the first 2 weeks of initial employment, for the purpose of training, a casual employee may be employed for up to and including 38 hours at the casual rate of pay.
- (b) *Relieving:* Where there are insufficient relief officers available, a casual employee may work the rostered hours of the employee being relieved, including shifts of up to 12 hours duration and be remunerated at the casual ordinary rate of pay as prescribed in the Award for up to an average of 38 hours per week.

1.3 *Shift Rosters*

- (1) All roster patterns are to show rostered days off.
- (2) Rostered days off with pay on account of 38 ordinary hour week arrangements are to be taken in such a way as to enable the employee to work 19 shifts in a 21 shift cycle, with the scheduled days off as defined by a roster pattern.
- (3) *Notification:* An annual roster pattern will be maintained encompassing rostered days off (RDOs). Employees shall receive copies of these rosters.
- (4) *Roster Changes:*
 - (a) A change in the roster that is from the rostered 12 hour shift to day work shall only take place once that officer has utilised an equivalent number of days rest, compared to consecutive days worked prior to the officer’s change in shift duties. Provided that when a change takes effect that the officer is only required to perform duties for 228 hours in a 6 week period.
 - (b) Changes within a roster are to be by agreement between the employer and the employee affected, but failing agreement, the employer may initiate a roster change upon giving affected employees 24 hours’ notice for a change of roster or double time is to be paid for the next shift.
 - (c) Changes to a roster structure may be made to meet the employer’s or the employer’s clients’ needs subject to prior consultation with, and reasonable notice being given to affected employees.
 - (d) An employee may arrange a change of shift with another suitably trained officer, provided that they submit a written request to the Operations Officer for their prior approval.
- (5) Employees engaged on a 12 hour shift shall not be rostered to work more than 5 consecutive shifts, with officers, who work the permanent night shift roster working 4 continuous nights.

1.4 *Overtime*

- (1) Overtime duty should not normally be performed where it will fall within a period of 12 hours on either side of a 12 hour day or a 12 hour night shift.

- (2) In all but highly exceptional circumstances, the maximum length of time a person should have to remain on duty is 14 hours. This would include the 12 hour shift, a 2 hour overtime period before the commencement of a shift, or a 2 hour overtime period after completing a shift and before being relieved.

1.5 Crib Break

Employees shall be entitled to a 30 minute paid crib break in the first half of the shift and a second paid crib of 30 minutes duration in the second half of the shift which will be counted as working time to be taken so as not to interfere with the continuity of work where such continuity is required.

PART 2: PERMANENT NIGHT SHIFT ROSTER

- (1) The parties agree to meet client needs by the application of permanent night shift where necessary.
- (2) These types of shift rosters will be continuously reviewed during the term of this Agreement to ensure that they continue to meet client requirements and do not adversely affect the health and safety of staff.
- (3) The 12 hour Group Roster cycle is 24 weeks long and rotates continuously through a pattern of four days on and four days off through an 8 week roster. An example of a 2 Group Shift Roster is outlined as follows which contains rosters for the first 2 weeks of the 8 week rotating roster. Full details on example rosters can be found in guidelines developed in accordance with Part 9(3)(d) of this Agreement:

**Permanent Night
12 Hour Group Roster**

Day	G1	G2
Monday	N	
Tuesday	N	
Wednesday	N	
Thursday	N	
Friday		N
Saturday		N
Sunday		N
Monday		N
Tuesday	N	
Wednesday	N	
Thursday	N	
Friday	N	
Saturday		N
Sunday		N

- (4) The 12 hour School Supervisors Roster cycle is 6 weeks long and rotates continuously through the following pattern.

School Supervisors 12 Hour Roster

Day	M	T	W	T	F	S	S
Week 1	On	On	Off	Off	On	On	On
Week 2	Off	Off	On	On	Off	Off	Off
Week 3	On	On	Off	Off	On	Off	Off
Week 4	Off	Off	On	On	Off	Off	Off
Week 5	On	On	Off	Off	On	On	On
Week 6	Off	Off	On	On	Off	Off	Off

PART 3: PERMANENT NIGHT SHIFT BLOCK PAY CALCULATIONS**12 Hour Permanent Night Shift****Block pay calculation with projected roster allowance for rec leave only:**

	No of Shifts	Hours per Shift	Total Shift Hours	Penalty Rate	Penalty Hours	
Public Holidays	11	12	132	150%	198.00	Rostered on
		12		100%	132.00	Rostered off
Sundays	52	12	624	100%	624.00	52 Sundays by two shifts
Saturdays	51	12	612	50%	306.00	51 Saturdays by two shifts (one Saturday was a public holiday)
M-F Night Shift	251.25	12	3015	15%	452.25	All 12 hours attract 15%
M-F Day Shift		12	0	0%		Dayshift does not attract any loading
	365.25		4383		1712.25	
Annual Leave	39.8208	12	478	See Note	186.6753	5 weeks @ average penalties across the above
	405		4861		1898.925	
					3	

Percentage penalty cost of covering 1 year utilising a 38 hour week, 12 hour shift, 6 week roster shift pattern (including relief for annual & long service leave)

Penalty Hours	1898.9253
Standard Hours	4860.8496
Average Penalty Payable	<u>39.0657%</u>

APPENDIX 6: 12 HOUR PERMANENT DAY SHIFT BLOCK PAY ARRANGEMENTS

PART 1: HOURS OF WORK AND RELATED MATTERS

1.1 *Hours of Work*

The ordinary hours of work will be an average of 38 hours per week over a 6 week roster pattern.

A standard shift shall be 12 hours, with the ordinary working hours not to exceed 12 hours per shift, Mondays to Sundays.

A “day shift” shall commence at or after 6am and before 12pm.

1.2 *Casual employees*

Casual employees are to be engaged on an hourly basis to work for less than the ordinary working hours of a full-time employee, except in the following circumstances:

- (a) *Training:* During the first 2 weeks of initial employment, for the purpose of training, a casual employee may be employed for up to and including 38 hours at the casual rate of pay.
- (b) *Relieving:* Where there are insufficient relief officers available, a casual employee may work the rostered hours of the employee being relieved, including shifts of up to 12 hours duration and be remunerated at the casual ordinary rate of pay as prescribed in the Award for up to an average of 38 hours per week.

1.3 *Shift Rosters*

- (1) All roster patterns are to show rostered days off.
- (2) Rostered days off with pay on account of 38 ordinary hour week arrangements are to be taken in such a way as to enable the employee to work 19 shifts in a 21 shift cycle, with the scheduled days off as defined by a roster pattern.
- (3) *Notification:* An annual roster pattern will be maintained encompassing rostered days off (RDOs). Employees shall receive copies of these rosters.
- (4) *Roster Changes:*
 - (a) A change in the roster that is from the rostered 12 hour shift to day work shall only take place once that officer has utilised an equivalent number of days rest, compared to consecutive days worked prior to the officer’s change in shift duties. Provided that when a change takes effect that the officer is only required to perform duties for 228 hours in a 6 week period.
 - (b) Changes within a roster are to be by agreement between the employer and the employee affected, but failing agreement, the employer may initiate a roster change upon giving affected employees 24 hours’ notice for a change of roster or double time is to be paid for the next shift.
 - (c) Changes to a roster structure may be made to meet the employer’s or the employer’s clients’ needs subject to prior consultation with, and reasonable notice being given to affected employees.
 - (d) An employee may arrange a change of shift with another suitably trained officer, provided that they submit a written request to the Operations Officer for their prior approval.
- (5) Employees engaged on a 12 hour day shift shall not be rostered to work more than 5 consecutive shifts.

1.4 *Overtime*

- (1) Overtime duty should not normally be performed where it will fall within a period of 12 hours on either side of a 12 hour day or a 12 hour night shift.
- (2) In all but highly exceptional circumstances, the maximum length of time a person should have to remain on duty is 14 hours. This would include the 12 hour shift, a 2 hour overtime period before the

commencement of a shift, or a 2 hour overtime period after completing a shift and before being relieved.

1.5 Crib Break

Employees shall be entitled to a 30 minute paid crib break in the first half of the shift and a second paid crib of 30 minutes duration in the second half of the shift which will be counted as working time to be taken so as not to interfere with the continuity of work where such continuity is required.

PART 2: PERMANENT DAY SHIFT 12 HOUR ROSTER

- (1) The parties agree to meet clients’ needs by the application of a permanent day shift roster where necessary.
- (2) These types of shift rosters will be continuously reviewed during the term of this agreement to ensure that they continue to meet client requirements and do not adversely affect the health and safety of staff. The roster cycle is 24 weeks and rotates continuously as per the following pattern. Full details on example rosters can be found in guidelines developed in accordance with Part 9(3)(d) of this Agreement:

Day	1	2	3	4	5	6	7	8
Shift	D	D	D	D	Off	Off	Off	Off

PART 3: PERMANENT DAY SHIFT BLOCK PAY CALCULATIONS

12 Hr Permanent Day Shift

Block Pay Calculation with Projected Roster Allowance for Rec Leave only:

	No of Shifts	Hours per Shift	Total Shift Hours	Penalty Rate	Penalty Hours	
Public Holidays	11	12	132	150%	198.00	Rostered on
				100%	132.00	Rostered off
Sundays	52	12	624	100%	624.00	52 Sundays by two shifts
Saturdays	51	12	612	50%	306.00	51 Saturdays by two shifts (one Saturday was a public holiday)
M-F Night Shift		12	0	15%	0.00	All 12 hours attract 15%
M-F Day Shift	251.25	12	3015	0%		Dayshift does not attract any loading
	<u>365.25</u>		<u>4383</u>		<u>1260.00</u>	
Annual Leave	39.8208	12	478	See Note	137.3695	5 weeks @ average penalties across the above
	405		4861		1397.369	
					5	

Percentage penalty cost of covering 1 year utilising a 38 hour week, 12 hour shift, 6 week roster shift pattern including long relief for annual & long service leave)

Penalty Hours	1397.3695
Standard Hours	4860.8496
Average Penalty Payable	<u>28.7474%</u>

Comparison to 24 hr Rotating Shift which receives **33.9066%** Block Pay Allowance

Permanent Night Shift	39.066%
Permanent Day Shift	<u>28.7474%</u>
Averaged rate for 24 hours	33.9066%

APPENDIX 7: PERMANENT PART-TIME MOBILE PATROL SHIFT BLOCK PAY ARRANGEMENTS

PART 1: HOURS OF WORK AND RELATED MATTERS

1.1 *Hours of Work*

Staff will be rostered to work only during the hours that are required to meet client requirements.

The ordinary working hours of an employee shall be an average of approximately 27 per week and may be spread over the full cycle of the roster, provided that the average hours per week shall not exceed 38.

A “day shift” shall commence at or after 6am and before 12pm.

A “night shift” shall commence at or after 6pm and before 6am.

1.2 *Shift Rosters*

- (1) The parties to this Agreement acknowledge that from time to time, and to meet client requirements, permanent part-time officers may be required to work in excess of the average weekly hours identified.
- (2) *Notification:* An annual roster pattern will be maintained encompassing rostered days off (RDOs). Employees shall receive copies of these rosters.
- (3) *Roster Changes:*
 - a) Changes within a roster are to be by agreement between the employer and the employee affected, but failing agreement, the employer may initiate a roster change upon giving affected employees 24 hours’ notice for a change of roster or double time is to be paid for the next shift.
 - b) Changes to a roster structure may be made to meet the employer’s or the employer’s clients’ needs subject to prior consultation with, and reasonable notice being given to affected employees.
 - c) An employee may arrange a change of shift with another suitably trained officer, provided that they submit a written request to the Operations Officer for their prior approval.
- (4) Employees engaged on a 12 hour shift shall not be rostered to work more than 5 consecutive shifts, during which period every endeavour shall be made to ensure employees are not required to work more than 3 consecutive night shifts.

1.3 *Additional Hours – Mobile Patrol Officers (12 hour shifts)*

- (1) Where applicable, additional hours worked in excess of the standard roster pattern will be paid at the ordinary rate up to 38 hours then overtime rates will apply.
- (2) Overtime duty should not normally be performed where it will fall within a period of 12 hours on either side of a 12 hour day or a 12 hour night shift.
- (3) In all but highly exceptional circumstances, the maximum length of time a person should have to remain on duty is 14 hours. This would include the 12 hour shift, a 2 hour overtime period before the commencement of a shift, or a 2 hour overtime period after completing a shift and before being relieved.
- (4) For the purposes of this Agreement, officers whose ordinary hours of work are regularly rotated in accordance with a 12 hour shift-working roster shall be paid overtime at the rate of double time for all work performed outside their rostered duty hours.

1.4 *Crib Break*

Mobile Patrol Officers working a 12 hour shift shall be entitled to a 30 minute paid crib break in the first half of the shift and a second paid crib of 30 minutes duration in the second half of the shift which will be counted as working time to be taken so as not to interfere with the continuity of work where such continuity is required.

PART 2: PERMANENT PART-TIME MOBILE PATROLS ROSTER

- (1) The parties agree to meet these client needs by the application of a permanent part-time shift roster that will have staff rostered for patrol on 12 hour shifts only during hours when they are required to perform their duties. The roster rotates continuously to provide the following coverage. Full details on example rosters can be found in guidelines developed in accordance with Part 9(3)(d) of this Agreement:

Day	M	T	W	T	F	S	S	PH
Shift (N)	On	On	On	On	On	On	On	On
Shift (D)	Off	Off	Off	Off	Off	On	On	On

- (2) In selected zones, 24 hour coverage will be provided during all school holiday periods.
- (3) The 4 Group Shift Roster over the full 8 week rotation is outlined as follows:

**Permanent Part-Time Patrol Officers Shift Arrangements
Incorporating a 38 Hour Week, 12 Hour Shift**

Day	G1	G2	G3	G4
MONDAY				N
Tuesday				N
Wednesday	N			
Thursday	N			
Friday		N		
Saturday		N	D	
Sunday			N	D
MONDAY			N	
Tuesday				N
Wednesday				N
Thursday	N			
Friday	N			
Saturday		N	D	
Sunday		N	D	
MONDAY			N	
Tuesday			N	
Wednesday				N
Thursday				N
Friday	N			
Saturday	N	D		
Sunday		N	D	
MONDAY		N		
Tuesday			N	
Wednesday			N	
Thursday				N
Friday				N
Saturday	N	D		
Sunday	N	D		
MONDAY		N		
Tuesday		N		
Wednesday			N	
Thursday			N	
Friday				N
Saturday	D			N
Sunday	N	D		
MONDAY	N			
Tuesday		N		

**Over an 8 Week Period
PPT
Shifts**

Public Holidays	
Sundays	16
Saturdays	16
M-F Night Shift	40
M-F Day Shift	0
	<hr/>
	72

All public Holidays and school holiday day shifts are paid at time for the 12 hours plus the applicable penalty rate for that day.

No RDOs given

Therefore in 8 weeks 4 officers work 72 x 12 Hr shifts

72*12/4/8

27.00 Average Hours worked per week

38 Hours worked by FTE

71.05% PPT FTE %

Wednesday		N		
Thursday			N	
Friday			N	
Saturday	D			N
Sunday	D			N
MONDAY	N			
Tuesday	N			
Wednesday		N		
Thursday		N		
Friday			N	
Saturday			N	D
Sunday	D			N
MONDAY				N
Tuesday	N			
Wednesday	N			
Thursday		N		
Friday		N		
Saturday			N	D
Sunday			N	D

PART 3: PERMANENT PART-TIME MOBILE PATROLS BLOCK PAY CALCULATIONS

12 Hour Permanent Part-Time Patrol Officers

Block Pay Calculation with Projected Roster Allowance for Rec Leave only:

	No of Shifts	Hours per Shift	Total Shift Hours	Penalty Rate	Penalty Hours	
Public Holidays						Public Holidays are not part of PPT block pay calculations
Sundays	104	12	1248	100%	1248.00	52 Sundays by two shifts
Saturdays	104	12	1248	50%	624.00	51 Saturdays by two shifts (one Saturday was a public holiday)
M-F Night Shift	260.89	12	3130.714	15%	469.61	All 12 hours attract 15%
M-F Day Shift	0					School Holiday Dayshifts are not part of PPT block pay calculations
	<u>468.8929</u>		<u>5627</u>		<u>2341.61</u>	
Annual Leave	56.6252	12	680	See Note	282.7810	Pro rata 5 weeks @ average penalties across the above
	526		6306		2624.388	
					1	

Percentage penalty cost of covering 1 year utilising a 38 hour week, 12 hour shift, 6 week roster shift pattern (including relief for annual & long service leave)

Penalty Hours	2624.3881
Standard Hours	6306.2167
Average Penalty Payable	<u>41.6159%</u>

APPENDIX 8: 8 HOUR PERMANENT PART-TIME CENTRAL OPERATIONS ROOM BLOCK PAY ARRANGEMENTS

PART 1: HOURS OF WORK AND RELATED MATTERS

1.1 Hours of Work

Staff will be rostered to work only during the hours that are required to meet client requirements.

The ordinary working hours of an employee shall be an average of approximately 24 per week and may be spread over the full cycle of the roster, provided that the average hours per week shall not exceed 38.

A “day shift” shall commence at or after 6am and before 12pm.

An “afternoon shift” shall commence at or after 12pm and before 6pm.

1.2 Shift Rosters

- (1) The parties to this Agreement acknowledge that from time to time, and to meet client requirements, permanent part-time officers may be required to work in excess of the average weekly hours identified.
- (2) *Notification:* An annual roster pattern will be maintained encompassing rostered days off (RDOs). Employees shall receive copies of these rosters.
- (3) *Roster Changes:*
 - (a) Changes within a roster are to be by agreement between the employer and the employee affected, but failing agreement, the employer may initiate a roster change upon giving affected employees 24 hours’ notice for a change of roster or double time is to be paid for the next shift.
 - (b) Changes to a roster structure may be made to meet the employer’s or the employer’s clients’ needs subject to prior consultation with, and reasonable notice being given to affected employees.
 - (c) An employee may arrange a change of shift with another suitably trained officer, provided that they submit a written request to the Operations Officer for their prior approval.

1.3 Additional Hours – Communications Officers (8 hour shifts)

- (1) Where applicable, additional hours worked in excess of the standard roster pattern will be paid at the ordinary rate up to 38 hours then overtime rates will apply.
- (2) Overtime duty should not normally be performed where it will fall within a period of 10 hours on either side of an 8 hour day or an 8 hour night shift.
- (3) In all but highly exceptional circumstances, the maximum length of time a person should have to remain on duty is 10 hours. This would include the 8 hour shift, a 2 hour overtime period before the commencement of a shift, or a 2 hour overtime period after completing a shift and before being relieved.
- (4) For the purposes of this Agreement, officers whose ordinary hours of work are regularly rotated in accordance with an 8 hour shift-working roster shall be paid overtime at the rate of time and a half for the first 3 hours and double time thereafter.

1.4 Crib Break

Communications Officers working an 8 hour shift shall be entitled to a paid meal/crib break of 30 minutes duration which will be counted as working time to be taken so as not to interfere with the continuity of work where such continuity is required.

PART 2: PERMANENT PART-TIME CENTRAL OPERATIONS ROOM ROSTER

- (1) The parties agree to meet these client needs by the application of a permanent part-time shift roster that will have staff rostered on 8 hour shifts only during hours when they are required to perform their duties and during peak alarm periods. The roster rotates continuously to provide the following coverage. Full details on example rosters can be found in guidelines developed in accordance with Part 9(3)(d) of this Agreement:

Day	M	T	W	T	F	S	S	PH
Shift (A/N)	On	On	On	On	On	On	On	On
Shift (D)	Off	Off	Off	Off	Off	On	On	On

- (2) In the Central Operations Room, 16 hour coverage will be provided during all school holiday periods.
- (3) The 3 Group Shift Roster over the full 3 week rotation is outlined as follows:

**Permanent Part-Time Central Operations Room Officer Shift Arrangements
Incorporating a 38 Hour Week, 8 Hour Shift**

Day	G1	G2	G3
MONDAY		A	
Tuesday		A	
Wednesday			A
Thursday			A
Friday		A	
Saturday	D	A	
Sunday	D	A	
MONDAY	A		
Tuesday	A		
Wednesday		A	
Thursday		A	
Friday	A		
Saturday	A		D
Sunday	A		D
MONDAY			A
Tuesday			A
Wednesday	A		
Thursday	A		
Friday			A
Saturday		D	A
Sunday		D	A

**Over a 3 Week Period
PPT
Shifts**

Public Holidays	
Sundays	6
Saturdays	6
M-F Night Shift	15
M-F Day Shift	0
	<hr/>
	27

All public Holidays and school holiday day shifts are paid at time for the 8 hours plus the applicable penalty rate for that day.

No RDOs given
Therefore in 3 weeks 3 officers work 27 x 8 HR shifts

27*8/3	24	AVERAGE HOURS WORKED PER WEEK
	38	Hours worked by FTE
63.16%		PPT FTE%

PART 2: PERMANENT PART-TIME CENTRAL OPERATIONS ROOM BLOCK PAY CALCULATIONS

8 Hour Permanent Part-Time Communications Officers

Block Pay Calculation with Projected Roster Allowance for Rec Leave only:

	No of Shifts	Hours per Shift	Total Shift Hours	Penalty Rate	Penalty Hours	
Public Holidays						Public Holidays are not part of PPT block pay calculations
Sundays	104	8	832	100%	832.00	52 Sundays by two shifts
Saturdays	104	8	832	50%	416.00	51 Saturdays by two shifts (one Saturday was a public holiday)
M-F Night Shift	260.89	8	2087.143	15%	313.07	All 12 hours attract 15%

M-F Day				School Holiday Dayshifts are not part of PPT block pay
Shift	<u>0</u>			calculations
	468.9	3751	1561.07	
Annual Leave	<u>50.3017</u>	8	402	See Note 167.46805 weeks @ average penalties across the above
			<u>1728.539</u>	
	519	4154	4	

Percentage penalty cost of covering 1 year utilising a 38 hour week, 12 hour shift, 6 week roster shift pattern including long relief for annual & long service leave)

Penalty Hours	1728.5394
Standard Hours	<u>4153.5665</u>
Average Penalty Payable	<u>41.6159%</u>

APPENDIX 9: AUSTRALIAN QUALIFICATIONS FRAMEWORK

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

AQF Qualifications	Referred to in this Agreement as:
• Senior Secondary Certificate of Education	• AQF I
• Certificate I	• AQF II
• Certificate II	• AQF III
• Certificate III	• AQF IV
• Certificate IV	• AQF V
• Diploma	• AQF VI
• Advanced Diploma	
• Associate Degree	
• Bachelor Degree	
• Graduate Certificate	
• Vocational Graduate Certificate	
• Graduate Diploma	
• Vocational Graduate Diploma	
• Masters Degree	
• Doctoral Degree	

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.

SIGNATORIES

Signed by the Commissioner of the
Queensland Police Service:

Ian Stewart

Signature

Date: 16 September 2016

In the presence of:

Kerri Smith

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

Alex Scott

Signature

Date: 19 September 2016

In the presence of:

Robert K. Rule
