

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

**ARTHUR GORRIE CORRECTIONAL CENTRE
(CUSTODIAL CORRECTIONAL OFFICERS) AWARD - STATE 2005**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Arthur Gorrie Correctional Centre (Custodial Correctional Officers) Award - State 2005 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Arthur Gorrie Correctional Centre (Custodial Correctional Officers) Award - State 2005 as at 1 September 2010.

Dated 1 November 2010.

[L.S.] G.D. Savill
Industrial Registrar

**ARTHUR GORRIE CORRECTIONAL CENTRE
(CUSTODIAL CORRECTIONAL OFFICERS) AWARD - STATE 2005**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Arthur Gorrie Correctional Centre (Custodial Correctional Officers) Award - State 2005.

1.2 Arrangement

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Award coverage	1.3
Date of operation	1.4
Definitions	1.5
Parties bound	1.6
PART 2 - FLEXIBILITY	
Enterprise flexibility	2.1
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Grievance and dispute settling procedure	3.1
Disciplinary procedures	3.2
PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Contract of employment	4.1
Anti-discrimination	4.2
Termination of employment	4.3
Introduction of changes	4.4
Redundancy	4.5
Continuity of service - transfer of calling	4.6
Incidental and peripheral tasks	4.7
Cooperation and commitment to productivity improvement	4.8

Subject Matter	Clause No.
Outside employment	4.9
PART 5 - WAGES AND WAGE RELATED MATTERS	
Covered positions and wages	5.1
Weekend work, shift allowance, annual leave loading and public holidays	5.2
Occupational superannuation	5.3
PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	
Hours of work	6.1
Overtime	6.2
PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Special leave	7.6
Military leave	7.7
Public holidays	7.8
Jury service	7.9
PART 8 - TRANSFERS TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK	
Travelling time and expenses	8.1
PART 9 - TRAINING AND RELATED MATTERS	
Commitment to training and careers	9.1
PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES	
Uniforms	10.1
Occupational health and safety standards/NCSA 5 star safety programme	10.2
Workplace health and safety	10.3
PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS	
Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3
Union recognition and membership	11.4
Trade union training leave	11.5
Award posting	11.6
Australasian Correctional Management Pty Ltd - Position Description and Selection Criteria	SCHEDULE 1
Australasian Correctional Management Pty Ltd - Position Description and Selection Criteria	SCHEDULE 2

1.3 Award coverage

This Award applies to the employer and the employees described in clause 1.5, in connection with or incidental to the provision of correctional management services at the Arthur Gorrie Correctional Centre.

1.4 Date of operation

This Award takes effect from 14 November 2005.

1.5 Definitions

1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.5.2 "Casual Employee" means an employee other than a part-time employee as defined herein, who is engaged as such and is paid on an hourly basis and must be employed for not more than 84 hours in a 14 day roster cycle.

- 1.5.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.4 "Company" means the employer.
- 1.5.5 "Correctional Officer - Security" means an employee who has fulfilled the training requirements set down for pre-service correctional officers and whose duties must be limited to those specified in the generic position and person specification set out in Schedule 1.
- 1.5.6 "Correctional Officer - Unit" means an employee who has fulfilled the training requirements set down for pre-service correctional officers and specialist case management training, and who have attained a level 3 certificate, and whose duties must include those specified in the generic position and person specification as set out in Schedule 2. In the case of employees who, upon engagement, hold acceptable qualifications or have suitable experience, the requirement to firstly serve as a Correctional Officer - Security may be waived at the discretion of the employer.
- 1.5.7 "Part-time Employee" means an employee other than a Casual Employee as defined herein, who is engaged to work regular hours each week to suit the need as per operational requirement and whose ordinary daily working hours are worked continuously inclusive or exclusive of meal times according to operational requirements:
- Provided that the 4 weekly total of such hours must always be less than the ordinary 4 weekly working hours of a full-time employee.
- 1.5.8 "Permanent Full-time Employee" means an employee who is not a casual, part-time or temporary employee as described herein, who is engaged for full-time employment without conditions being placed upon the tenure of the employment.
- 1.5.9 "Pre-service Correctional Officer" means an employee who meets the qualifications of the employer and the Queensland Department of Corrective Services for employment as a correctional officer who is directly employed by the employer during a period of pre-service training in custodial practices and procedures as approved by Queensland Department of Corrective Services.
- 1.5.10 "Probationary Period" means a period not exceeding 3 months, and which applies to all recruitment and promotion. One performance assessment will be conducted during the probationary period. Employees who consistently do not meet the employer's performance criteria will be dismissed or demoted as the case may be.
- 1.5.11 "Temporary Full-time Employee" means an employee who is not a permanent full-time employee as described herein, who is engaged subject to certain terms and conditions that relate to a period of tenure.
- 1.5.12 "Union" means the Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees.

1.6 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the Union, and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in terms of clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employees in any enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

The matters to be dealt with in this procedure include all grievances or disputes between an employee and an employer

in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures apply to a single employee or to any number of employees.

- 3.1.1 In the event of an employee having a grievance or dispute the employee may in the first instance attempt to resolve the matter with the immediate supervisor, who must respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions listed in clause 3.1.2, the matter may, in the case of a member the Union, be reported to the relevant officer of the Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work may continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties will give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure must not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it is open to any party to give notification of the dispute in accordance with the provisions of the Act.

3.2 Disciplinary procedures

3.2.1 Counselling and warning procedures

The following counselling and warning procedure will apply to all employees covered by this Award:

- (a) Where an employee through actions, short of misconduct, dishonesty, insubordination or being under the influence of liquor or a drug is guilty of an infraction as to work practices, procedures, attendance or misbehaviour of lesser degrees, the employer may, on the first such occasion, counsel and warn the employee verbally.

A record of the matter should be noted.

- (b) If it is again necessary for the employer to counsel or warn the employee for a further infraction, the employer will consider the period lapsing since the employee was last counselled, warned and the conduct of the employee over that period and may either issue a further verbal warning or issue a warning in writing.

The written warning should advise the employee that the infraction is considered in the context of a continuance of unacceptable behaviour and has been noted as such on the employee's employment record.

- (c) Where it is necessary, after having issued an employee with a written warning, to again address a continuance of unacceptable behaviour the employer is to make the employee aware that a continuance of

such actions and/or behaviour that warrant further cautions and warnings may result in the employer giving due and just consideration to the termination of the employee's services.

- (d) Nothing in this procedure limits the employer's rights under this Award or at common law.

Depending on the seriousness of the situation the employer reserves the right to effect summary dismissal or such other lesser action as the employer deems appropriate.

- (e) Employees are to be advised that they have a right to be represented, during counselling or at any stage of these procedures, by a Union official before any such interview takes place.

3.2.2 *Counselling*

In conjunction with the issue of written cautions and warnings, the employee so involved must be counselled by management and may be required to undertake further training and /or re-training.

In particular cases management may consider it necessary to utilise some other agency to address the matter of counselling or training and in these instances the employee is to co-operate in line with this procedure.

3.2.3 *General*

In relation to the provisions of both clauses 3.1 and 3.2 it is stated that they are not to be the subject of any frivolous or vexatious actions or complaints by either the employee, the employer or representatives of those parties.

Where it is practicable a grievance by an employee, and any warning by the employer, should be advised to the other party in the presence of a third person and if possible such third person should be asked to attest to being in attendance by signifying in writing that the alleged complaint was so notified. This can be executed by the third party signing any raised written notice on the matter as a witness.

3.2.4 *Disciplinary penalties*

- (a) Subject to clause 3.2.1, it is agreed that the Company may suspend an employee for any period of up to 14 days, with or without pay by mutual agreement, for serious breaches of conduct by adhering to the following procedure:
- (i) a decision by the general manager, based upon the balance of probabilities;
 - (ii) a written advice to the employee;
- (b) It is agreed that an employee can be suspended indefinitely, without pay, in circumstances where criminal charges are laid, by written notification from the police, for an indictable offence:

Provided that, at the discretion of the employer, the employee cannot be suitably redeployed to gainful employment within the centre.

- (c) Subject to clause 3.2.1 an employee may be demoted to a lower classification where, at the discretion of the general manager, such demotion is necessary to ensure the efficient and effective operation of the employer's business.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Contract of employment

4.1.1 Employees covered by this Award must be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as defined); or
- (c) casual (as defined).

4.1.2 *Part-time employees*

Part-time employees are subject, on a *pro rata* basis, to the provisions contained in this Award applicable to a full-time employee.

4.1.3 *Casual employees*

- (a) A Casual Employee will be paid at the hourly rate for their relevant classification as indicated in clause 5.1. In addition they will receive 23% casual loading.

Each engagement stands alone, with a minimum payment as for 2 hours' work made in respect to each engagement. A Casual Employee will be entitled, where applicable, to overtime payment for work performed in excess of 12 hours on each engagement not including meal breaks.

- (b) Subject to the provisions of section 47 of the Act and except in accordance with clause 4.1.3(a), a Casual Employee is not entitled to any other Award provision.

4.1.4 *Temporary employment*

The Company may, from time to time, employ persons on a temporary full-time basis, on the condition that one month of notice is provided to such employees of the cessation of the temporary employment. Preferential employment will apply to such employees for appointment to the permanent full-time and/or permanent part-time staff, as vacancies occur. Appointments will be based on the merit principle.

4.1.5 *Full-time to casual employment*

Upon the resignation of a permanent full-time position and simultaneous appointment into casual employment, an employee must forego all benefits and entitlements of the former office and be subject to the terms and conditions of any casual employment offer. Such employees then seeking further reappointment to the full-time staff, are subject to the usual terms and conditions of the Company's recruitment processes.

4.2 Anti-discrimination

4.2.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.2.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.2.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.2.4 Nothing in clause 4.2 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.3 Termination of employment

4.3.1 *Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.3.2 *Termination by employer*

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in clause 4.3.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:
- Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in clause 4.3 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a Casual Employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.3.3 *Notice of termination by employee*

The notice of termination required to be given by a full-time or part-time employee shall be one week.

If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to one week.

4.3.4 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.4 Introduction of changes

4.4.1 *Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.4.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).

- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.4.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.5 Redundancy

4.5.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.5.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.5.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.5.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.3.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.5.3 Transmission of business

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.5.3, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and

"transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

4.5.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.5.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.5.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.5.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.5.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.3.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.5.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) "Weeks' Pay" means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.5.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.5.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.5.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.5.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

4.5.10 *Employees with less than one year's service*

Clause 4.5 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.5.11 *Employees exempted*

Clause 4.5 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

4.5.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.5 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A "company" shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.5.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.5.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.5.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.5.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

4.6 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

4.7 Incidental and peripheral tasks

4.7.1 The employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

4.7.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).

4.7.3 Any direction issued by the employer pursuant to clauses 4.7.1 and 4.7.2 must be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.8 Cooperation and commitment to productivity improvement

4.8.1 Consultative and facilitative provisions

- (a) The parties are committed to maintaining a Joint Consultative Committee to represent all employees. These consultative processes will allow employees to participate in the determination of local workplace and employment conditions which directly affect them. Agreement will be between the majority of employees affected and the general manager. The following conditions will apply:
 - (i) conditions may be negotiated between management and employees who are directly affected by such proposals or between management and the Union;
 - (ii) facilitated provisions may be implemented only by agreement;
 - (iii) in determining the outcome of facilitated provisions, neither party will unreasonably withhold agreement;
 - (iv) agreement is defined as obtaining the consent of greater than 50% of employees directly affected;
 - (v) all employees affected must be consulted and have the opportunity to be represented by the Union;
 - (vi) any agreement reached must be documented and must incorporate a review period;
 - (vii) where the agreement relates to changes to standard working hour arrangements as set out in this Award, the Union is to be notified in writing at least one week in advance of agreement being sought from employees; and
 - (viii) membership of the Joint Consultative Committee which will meet bi-monthly will consist of representatives of the Union, centre management and employees covered by this Award.

4.8.2 Issues to be addressed by the Joint Consultative Committee may include:

- (a) arrangements for taking meal breaks;
- (b) development of standards for medical testing of employees; and
- (c) any issues relating to the workplace.

4.8.3 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industry covered by this Award. Participation in productivity improvements would involve, assisting in the development and implementation of management systems for facility accreditation to the prescribed Australian (AS/NZS:ISO:9002;1994) Standards and the relevant American Correctional Association (ACA) Standards.

4.8.4 Code of conduct

It is a requirement of all employees to adhere to the Company's code of conduct as amended from time to time.

4.8.5 Productivity improvements/targets

- (a) Reduction in absenteeism

The parties agree to target a reduction in absenteeism as part of the co-operative relations process over the period of this Award. The Joint Consultative Committee is to monitor progress toward this objective at each meeting.

- (b) The employer will reserve the right to reclassify, as clerical positions, some positions within the centre which are currently classified under this Award. Without restricting the scope of changes in classifications, where the employer believes some changes are necessary in certain areas, which will lead to improved productivity and efficiency, the employer will look at the civilianisation of all and/or any correctional position through a consultative process with the Union.

4.9 Outside employment

4.9.1 The Company is committed to ensuring the safety and health of employees at work. To that end, and in the interest of eliminating conflicts of interest the Company seeks to impose restrictions on the practice of external employment.

Employment with the Company is the primary form of employment of the employee and the employee may not engage in external employment within the correctional industry, or within the security industry unless written permission has first been gained from the general manager.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Covered positions and wages

5.1.1 The classifications, positions and wages of employees covered by this Award are as set out hereunder:

Classification/position	Annual salary \$	Hourly rates \$
Pre-service officer	29,712	13.6045
Correctional Officer - Security Level 1 (12 calendar months, or 2184 hrs service in the case of casuals)	44,573	20.4090
Level 2	49,042	22.4550
Correctional Officer - Unit (Certificate 3 qualified) Level 1 (12 calendar months)	53,614	24.5485
Level 2	56,501	25.8705

Progression from Correctional Officer - Security to Correctional Officer - Unit is merit based and dependent upon a vacancy being available.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.1.2 Method of payment - salaries

Salaries must be paid fortnightly and may at the discretion of the employer be paid by electronic funds transfer. The employee payslips are to show the cumulative annual leave entitlement.

5.1.3 Salary reviews

Salaries must be reviewed in accordance with safety net, or like decisions of the Commission.

5.1.4 Performance of higher duties

- (a) A permanent Correctional Officer - Security may be called upon to perform work at the level of Correctional Officer - unit without holding a Certificate 3 qualification for the purposes of training and development:

Provided that the employee has previously worked an aggregate of 5 days at such higher level they must be paid at the rate prescribed for Correctional Officer - Unit Level 1 for the period involved in such higher duties.

- (b) A casual correctional officer may, at the discretion of the general manager, be required to perform unit duties from time to time:

Provided that the employee has previously worked an aggregate of 5 days at such higher level they must be paid at the rate prescribed for Correctional Officer - Unit Level 1, plus casual loading, for the period involved in such higher duties.

5.1.5 *Income insurance*

- (a) The Company must provide income insurance for all employees covered under this Award. Such insurance to provide sick and/or injured employees with income, after a qualifying period, in the absence of paid sick leave. The provision of benefits must be administered by an agreed provider in accordance with the terms and conditions of the policy document. The employer will not enter into disputes between individual employees and the insurance provider.
- (b) It will be necessary to review the provision of this privilege in the event that the premium rate exceeds 1.17% of gross salaries for correctional staff. Where such a circumstance arises, the employer will terminate the income insurance scheme, unless there is an undertaking by employees to fund the excess premiums on an equitable basis across the pool of beneficiaries.
- (c) In the event the income insurance provider discontinues the payment of benefits to either an individual or to the scheme as a whole the Company will not be liable to make good any shortfall in monies not paid under the scheme.
- (d) Notwithstanding any provision made in the insurance provider's claims administration process, it is agreed that employees will make themselves available for independent medical review, at such times and places as the employer deems fit, for the purpose of establishing their entitlement to ongoing benefits under this scheme.

5.1.6 *Arrangements for underpaid salary/wages*

Where, by an act or omission on behalf of the Company, an employee is underpaid salary/wages, then the following special payment arrangements will apply:

- (a) Where the net amount of underpayment exceeds an amount equal to or greater than 25% of the net entitlement, a special payment will be made the same day:

Provided the payroll office is notified between the hours of 9.00 a.m. and 4.00 p.m. on a working day.

- (b) When the amount of underpayment is less than that described in clause 5.1.6, then the payment must be made not later than 2.00 p.m. on the working day following the inquiry.

5.1.7 *Recovery of overpaid salary/wages*

For whatever reasons that overpayment of salary/wages may occur the parties agree that the recovery of such overpaid monies must occur as follows:

The employee must be notified in writing with details of the overpayment as soon as it has been identified. Recovery must proceed immediately at the next available pay period upon an election by the employee for one of the following options:

- (a) full restitution by personal payment or recovery from the next available pay; and
- (b) payment of a fixed amount per pay period as mutually agreed between the parties.

5.2 Weekend work, shift allowance, annual leave loading and public holidays

As a result of using the average pay system, weekend penalties, shift allowances, public holiday penalties and annual leave loading are not shown separately but form part of the overall pay rates. The rates of pay for the classification of Level 1 also include a component on the basis of 2 hours overtime per week as part of the ordinary rate of pay.

5.3 Superannuation

5.3.1 *Occupational superannuation*

For employees covered under this Award, superannuation contributions must be paid by the employer into an approved superannuation fund in accordance with the *Superannuation Guarantee (Administration) Act*.

5.3.2 Contributions

- (a) Application - In addition to the rates of pay prescribed by this Award, eligible employees, as defined, are entitled to occupational superannuation benefits, subject to the provisions of clause 5.3.
- (b) Regular payment - The employer must pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the Approved Fund Trust Deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer is required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employees' ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions must continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer is required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on Workers' Compensation. In the case of Workers' Compensation, the employer must contribute in accordance with clause 5.3.2(a) whenever the employee is receiving by way of Workers' Compensation, an amount of money no less than the award rate of pay.
- (e) Other contributions - Nothing in clause 5.3 precludes an employee from making contributions to a fund in accordance with clause 5.3 thereof.

5.3.3 Definitions

- (a) "Approved fund" means a fund approved for the purposes of this Award by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by this Award. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions must then be made in accordance with clause 5.3.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund as defined in the *Occupational Superannuation Standards Act 1987* and satisfying the superannuation fund conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by Regulations made under that Act. In the case of a newly established fund, the term must include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading, weekend penalties, skill allowances and supervisory allowances where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings does not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.3.4 For the purposes of this Award, an approved fund is

- (a) Any named fund as is agreed to between the relevant employer/union(s) parties to this Award and as recorded in an approved Industrial Agreement.
- (b) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an industrial tribunal whether State or Federal jurisdiction and already had practical application to the majority of award employees of that employer.
- (c) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.

- (d) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a Fund cited in this Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (e) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.3.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (f) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.3, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.3.2 up to and including the date of that determination.
- (g) In the event of any dispute over whether any fund complies with the requirements of clause 5.3, the onus of proof rests upon the employer.
- (h) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of s. 371 and s. 373 (time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure in clause 3.1.

5.3.5 *Fund selection*

- (a) No employer is required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.3.4(d), (e), (f) and (g), must be determined by a majority decision of employees.
- (b) Employees to whom these provisions who are members of an established fund covered by clause 5.3.4(g) have the right by majority decision to choose to have the contributions specified in clause 5.3.2 paid into a fund as provided for elsewhere in clause 5.3.4 in lieu of the established fund to which clause 5.3.4(g) has application.
- (c) The initial selection of a fund recognised in clause 5.3.4 does not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where clause 5.3.5 has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund is not be available until a period of 3 years has elapsed after that utilisation of this provision.

5.3.6 *Enrolment*

- (a) Each employer to whom clause 5.3 applies, must, as soon as practicable, as to both current and future eligible employees:
 - (i) notify each employee of the employee's entitlement to occupational superannuation;
 - (ii) consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.3.4;
 - (iii) take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application forms provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) submit all completed application forms and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with

clause 5.3.7 must:

- (i) complete and sign the necessary application forms to enable that employee to become a member of that Fund; and
 - (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.3.2.
- (c) Where an employer has complied with the requirements of clause 5.3.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by the employee of that form, then that employer must:
- (i) advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.3;
 - (ii) in the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer;
 - (iii) in the event that an eligible employee fails to return a completed and signed application form within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a pre-requisite to the payment of any occupational superannuation contributions; and
 - (iv) at the same time as advising the eligible employee pursuant to clause 5.3.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the secretary of the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.3.7(c)(i) and 5.3.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.3.7(a)(iii) the employer is obliged to make contributions as from the date of operation of clause 5.3 or from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.3.7(c) applies.

5.3.7 Unpaid contributions

Subject to section 393 of the Act and to clause 5.3.4, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.3.2 in respect of any eligible employee such employer is liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.3.4, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.3 excepting that resort to clause 5.3.7 does not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

6.1 Hours of work

- 6.1.1 Ordinary hours of work for employees on an 84 hour per fortnight roster, including paid meal breaks, must not exceed 12 hours in any 22 hour period or 252 hours in any 6 week period.
- 6.1.2 Ordinary hours of work for all employees (except those covered by clause 6.1.1) including paid meal breaks, must not exceed 12 hours in any 22 hour period or 240 hours in any 6 week period.
- 6.1.3 Ordinary hours must be worked in accordance with a roster established by the employer in consultation with the representatives of the employees. Roster variations and changes of duty may be approved by the correctional manager, with no less than 72 hours notice being given by the party initiating the roster variation or change of duty.

6.1.4 *Post-shift briefing*

Every employee must remain on duty at the conclusion of their shift to provide a briefing to their relief officer. Remuneration for such briefing has been calculated into the annual salaries set out in clause 5.1.1.

6.1.5 *Recording of attendance*

- (a) Every employee must, at the commencement and conclusion of their work, record their attendance by swiping an employee identification card through the bar code reader, installed for such purpose. The employer reserves the right not to pay employees who do not record their attendance, until they have provided suitable written evidence of their attendance at work, subsequent payment to be provided in the next available pay.
- (b) It will be the responsibility of the employee to maintain the identification card in good working order and advise the pay office of any user problems that may require a replacement card being issued.

6.1.6 *Shift changes*

At the sole discretion of the employer, some shift changes may be permitted subject to the following conditions:

- (a) full-time employees must not exchange shifts with casual employees, or employees not qualified to carry out the relevant duties;
- (b) no shift change will be effected where such a change causes an employee to work in excess of 84 ordinary hours in a pay fortnight.

6.1.7 *Job sharing*

With the approval of the employer 2 employees may undertake to share a full-time job as part-time employees:

Provided that neither employee may be rostered to work fewer than 4 ordinary hours during any rostered shift:

Provided further that should either employee leave the employ of the employer the remaining employee must agree to work full rostered shifts until a replacement job share employee can be found. In the event that the remaining employee is unable to work full rostered shifts this will be grounds for the employer to terminate the employee's employment.

6.1.8 *Rosters*

- (a) The ordinary working hours of employees must be worked in accordance with a roster established by the employer. A copy of this roster must be posted in a conspicuous place accessible to employees at least a week in advance for permanent staff.
- (b) The employer agrees to roster weekend and evening/night work employees, insofar as is possible consistent with sound operational practice, in such a manner as to schedule all employees within each classification to work on an approximately equal number of weekend and evening/nights per year.

6.1.9 *Meal breaks*

The hours of duty of employees will be inclusive of a meal break of not less than 30 minutes and not more than one hour and will be taken so as not to interfere with operational requirements.

6.1.10 *Rest pauses*

Employees are entitled to a pause(s) totalling 20 minutes during their rostered daily ordinary hours to be taken at the employees designated duty station at times to suit operational requirements as determined by the Manager.

6.1.11 *Fatigue break*

- (a) All employees are entitled to a 10 hour break between the end of an ordinary rostered shift and the beginning of another ordinary rostered shift, except where in emergency situations the minimum may be less than 10 hours.
- (b) Where the time between an ordinary rostered shift and the next ordinary rostered shift is less than 10 hours the next ordinary rostered shift will be paid at overtime rates, provided that 10 hours are read as 8 hours where the overtime is worked:
 - (i) by arrangement between employees;

- (ii) owing to the unforeseen absence of a relief employee; and
 - (iii) for the purpose of changing shift rosters.
- (c) Where an employee works by request an overtime shift or part shift which results in there being less than 10 hours 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.

Where an employee is directed to work a shift or part shift which results in there being less than 10 hours from the end of that shift and the beginning of the next ordinary rostered shift, the next ordinary rostered shift must be paid at overtime rates until the employee is released from duty and then must be entitled to be absent until 10 consecutive hours duty has occurred without loss of pay for ordinary working time occurred during such absence.

6.2 Overtime

- 6.2.1 For the purposes of clause 6.2 time worked outside rostered ordinary hours must be paid as overtime.
- 6.2.2 All employees must be paid at an overtime rate of \$35.8830 per hour.
- 6.2.3 All work performed by a casual in excess of 12 hours in any one day or 252 hours in any 6 week period must be paid overtime at the rate of \$35.8830 per hour.
- 6.2.4 The rates set out in clauses 6.2.2 and 6.2.3 will be increased by the same percentage which the salary for a correctional officer - security (level 2) increases from to time.
- 6.2.5 Employees will be required to work overtime whenever necessary in the opinion of the employer, but 24 hours notice must be given where practicable, to an employee required to work overtime.
- 6.2.6 An employee recalled to perform duty after completing ordinary duty must be paid at overtime rates with a minimum payment of 4 hours.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every employee other than a Casual Employee covered by this Award shall, at the end of each year of employment, be entitled to annual leave on full pay as follows:

84 hour per fortnight employees 168 hours

Such annual leave is exclusive of any public holidays, which may occur during the period of leave.

- 7.1.2 In addition to the entitlement set out under clause 7.1.1:

A Correctional Officer - Unit and Correctional Officer - Security (84 hours) is entitled to a further 42 hours annual leave both inclusive of any public holiday which may occur during the additional period:

Provided that where the employee has not occupied this position for a full year but has been appointed to substantively occupy the position, a *pro rata* period must be allowed. The additional week's leave does not apply to an employee who may have been performing this function in a higher duties capacity.

- 7.1.3 An employee may, by a once only irrevocable choice, elect to avail of a salary package that provides one week of annual leave in addition to that provided by either clauses 7.1.1 or 7.1.2. The package provides the additional leave entitlement through a commensurately reduced annual salary rate, calculated as $51/52$ x ordinary rate as per clause 5.1.1.
- 7.1.4 The employer may not give, nor any employee receive, payment in lieu of annual leave, except upon resignation, retrenchment or dismissal.
- 7.1.5 Annual leave loading does not apply.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee other than a Casual Employee is entitled to 72 hours' sick leave for each completed year

of employment with the employer.

- (b) As regards any period of employment of less than one year with the employer, an employee is entitled to 9 hours' sick leave for each 6 weeks' employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if they were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave is cumulative, but unless the employer and employee otherwise agree, no employee is entitled to receive, and no employer is bound to make, payment for more than 520 hours absence from work through illness in any one year.

7.2.2 *Employee must give notice.*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

7.2.3 *Evidence supporting a claim.*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate about the nature and approximate duration of the illness or other evidence to the employer's satisfaction.

7.2.4 *Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) the employee is absent from work on unpaid leave granted by the employer;
- (b) the employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (c) the employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employees accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

7.3 Bereavement leave

7.3.1 An employee (other than a casual) on the death of a member of their immediate family or household in Australia is entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave must be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.3.2 *Long-term casual employees*

- (a) A long-term Casual Employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a Casual Employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2

7.3.3 "Immediate family" includes:

- (a) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.3.4 An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.4 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.5 Family leave

The provisions of the Family Leave Award 2003 apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award 2003;
- (b) a copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award 2003 also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.6 Special leave

7.6.1 At the discretion of the employer, special leave without pay, not to exceed 12 weeks, will be granted for any worthwhile purpose.

7.6.2 *Court leave*

An employee subpoenaed to be a witness in any court proceedings arising out of their employment with the Company must be granted leave as follows:

- (a) when rostered on duty: pay for the period of absence in accordance with the usual rostered duties;
- (b) when rostered off duty: payment of an amount equal to 8 hours at the usual hourly rate.

The employee must declare to the Court that they are receiving payment from the employer.

7.7 Military leave

7.7.1 Unpaid leave not exceeding 2 weeks in any one calendar year (or 5 weeks for members of the 49 RQR) will be granted by the general manager of the facility, to employees who are members of the Defence Force Reserves for the purpose of undergoing training or equivalent continuous duty.

7.7.2 Copies of military orders will be required to support such leave.

7.8 Public holidays

7.8.1 An employee who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.8.2 All work done by any employee on:

- 1 January;
- 26 January,
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- 25 April (Anzac Day);
- the Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or

- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday must be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.8.3 *Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- a full-time employee is entitled to either payment for each public holidays or a substituted day's leave;
- a part-time employee is entitled to either payment for each public holidays or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday;
- where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave;
- where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time; and
- nothing in clause 7.8 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.8.4 Any employee, with 2 weeks' or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, is entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

7.8.5 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.9 **Jury service**

An employee, other than a Casual Employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Travelling time and expenses

8.1.1 Expenses and reimbursements

- (a) All reasonable fares incurred by an employee whilst travelling on their employer's business must be paid by the employer. The fares allowed are:
 - (i) on passenger coaches - normal fare;
 - (ii) on trains - first class (with sleeping berths if available);
 - (iii) on passenger aircraft - economy class.
- (b) If an employee is required, in the course of their work, to remain away from home overnight, they must be reimbursed by the employer for all reasonable expenses actually incurred in obtaining board and accommodation.
- (c) A permanent employee who is required by the employer to commence and cease work at other than the Arthur Gorrie Correctional Centre (Brisbane) must, in addition to all other entitlements, be paid for all time in excess of that normally taken to travel between their residence and the Arthur Gorrie Correctional Centre (Brisbane) at ordinary time. In addition, if an employee uses their own vehicle, such employee must be paid for all excess travelling at the rate prescribed by the Australian Taxation Office from time to time.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training and careers

- 9.1.1 The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to training and development is required. Accordingly, the parties commit themselves to developing a more multi-skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills for performance of their duties.
- 9.1.2 Correctional Officer - Security is required to complete training to obtain eligibility for promotion to Correctional Officer - Unit. Such training is to be determined by the employer from time to time, to include set examinations and prescribed pass rates.
- 9.1.3 Correctional Officer - Unit is required to complete training to obtain eligibility for promotion. Such training is to be determined by the employer from time to time, to include set examinations and prescribed pass rates.
- 9.1.4 Training and development may be both on-the-job or off-the-job and either internal or external to the organisation.
- 9.1.5 Training and development provided should assist employees to obtain knowledge and skills accredited by a relevant authority.
- 9.1.6 All such training and development should be directed at enabling employees to enhance skills relevant to duties performed.
- 9.1.7 Employees will be expected to attend scheduled training and development activities.

The employer will develop an organisational structure in accordance with its operational needs. It will be the objective of the employer to provide the widest range of employment opportunities to serve the operational needs of the centre, and identify the minimum requirements for each employment category. These must be reflected in the "Staff Establishment List". Appointments to these positions will be made using merit principles, (including satisfactory performance appraisals and satisfactory completion of required training) and be subject to vacancies actually existing within 14 days of close of applications where practicable.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Uniforms

10.1.1 Corporate uniform

A corporate uniform will be required to be worn by all correctional officers. The uniform will be comprised of:

Item	Number	Minimum Life
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Trousers/pants/skirts/shorts	3*	18 months
Vest	1	2 years
Tie (M)/scarf (F)	1	2 years
Belt	1	2 years
Shirts (M)/blouses (F) - long and short sleeved	5	1 year
Shoes #	1	1 year
Socks (grey)	3	1 year
Pullover	1	3 years
Windcheater	1	3 years
Hat/cap	1	2 years
Hat badge	1	Nil
Sun glasses (if working outside)	1	2 years
Lanyard - cat chain	1	2 years
Officer notebook	1	Nil
Safety pouch	1	Nil

* Employees may select 3 lower garments of any mix.

Shoes may be purchased by the employee to the value of \$75.00. Shoes must be black leather and fully enclosed.

Sufficient CERT gear is to be available within the Centre at all times.

All items listed above will be replaced by the Company on a reasonable wear and tear basis.

10.2 Occupational health and safety standards/NCSA 5 star safety programme

10.2.1 The employer must, in accordance with accepted occupational health standards, provide immunisation to all employees covered under this agreement, for influenza and hepatitis B. The immunisation programme to be implemented by qualified staff at the Arthur Gorrie medical facility.

10.2.2 Employees covered under this Award are bound by the policies and procedures set out in the NCSA 5 Star Programme, and commit themselves to the ideals and standards of the Company's Safety Policy.

10.3 Workplace health and safety

Medical examinations

On any occasion of injury at work it is a requirement of the employee to report such injury to the Health Services Supervisor, and where necessary, undergo a medical examination by the attending medical practitioner.

Subsequent to an injury or in the case of persistent ill health, employees will co-operate with the employer's independent health consultant in a review of the employee's medical circumstances. Such co-operation is to extend to medical examinations and authorised access to the employee's treating physician.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An authorised industrial officer is any union official holding a current authority issued by the industrial registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of that particular organisation.

11.1.2 Entry procedure

- (a) The authorised officer is entitled to enter the workplace during normal business hours as long as:

- (i) the officer alerts the employer or other person in charge of the workplace to their presence; and
- (ii) shows the authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any officer exercising their right of entry.
- (d) If the officer intentionally disregards a condition of clause 11.1.2 the officer may be treated as a trespasser.

11.1.3 *Inspection of records*

- (a) An officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the officer's organisation; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that they do not want their record inspected.
- (c) The officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

An officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the officer's organisation:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the officer's organisation, during non-working time.

11.1.5 *Conduct*

An officer must not unreasonably interfere with any personnel during their working time in exercising a right of entry.

11.2 Time and wages record

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the Award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund

11.2.2 *The time and wages record must also contain:*

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee stopped employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records must be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act; or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Union encouragement

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.3.1 Documentation to be provided by employer

At the point of engagement, an employer to whom this Award applies must provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by the employee.

The document provided by the employer must also identify the existence of a union encouragement clause in this Award.

11.4 Union recognition and membership

The employer recognises the Union as the union which has the rights of exclusive representation of employees covered by this Award.

It is the policy of the employer that all employees will be encouraged to join the Union and will promote membership at the point of recruitment by recommending that employees join the Union. New employees will be provided with a union membership application form at the time of engagement and current employees, not presently members of the Union, will also be provided with a membership application form and advised of the employer's policy on the matter.

The employer undertakes, upon authorisation, to deduct union membership dues, as levied by the union in accordance with its Rules, from the pay of employees who are members of the Union. Monies collected will be forwarded to the union at the beginning of each month together with all information to enable the reconciliation and crediting of subscriptions to members' accounts.

11.4.1 Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited union delegates and/or job representatives is encouraged.

The employer must not unnecessarily hinder accredited union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.5 Trade union training leave

11.5.1 Upon written application by an employee, or the Union on behalf of the employee, to an employer and giving to the employer at least 2 months' notice, such employee must be granted up to 5 working days' leave (non cumulative) on ordinary pay, each calendar year, to attend courses and/or seminars conducted or approved by the Union. For the purposes of clause 11.5, ordinary pay means at the ordinary weekly rate paid to the employee exclusive of any disability allowances.

11.5.2 The granting of TUT leave is subject to the following conditions:

- (a) An employee must have at least 12 months' service with an employer prior to such leave being granted;
- (b) Not more than 3 employees must attend a TUT course or seminar at the same time and no more than 3 employees in any one year;
- (c) The taking of TUT leave must be arranged so as to minimise any adverse affect on the employer's operation. Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular employee at a particular time (including where the employer may have previously advised of its ability to release such employee) the Union will not unnecessarily press its request for the release of that employee at that time. If the matter is not amicably resolved, it must be processed in accordance with the grievance procedure contained in clause 3.1.
- (d) The scope, content and level of the course must be such as to contribute to a better understanding of industrial relations, industrial efficiency and workplace issues within the employer's operations;
- (e) In granting such paid leave the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee;
- (f) Leave granted to attend TUT courses will not incur additional payment if such course coincides with an employee's rostered day off; and
- (g) The taking of TUT leave will not affect other leave granted to employees under this Award, nor must it adversely affect the employee's service for the calculation of leave entitlements.

1.7 Award posting

A true copy of this Award must be exhibited in a conspicuous and convenient place of the premises of the employer so as to be easily read by employees.

SCHEDULE 1

Australasian Correctional Management Pty Ltd - Position Description and Selection Criteria

Position Title: *Custodial Correctional Officer - Security*
Location: *The Arthur Gorrie Correctional Centre, Brisbane*
Reports To: *Correctional manager*

1. Primary objective

The primary objective of the security officer is to maintain, on a day to day bases, the security of the centre, to ensure the provision of a safe and secure environment for all staff prisoners and visitors.

2. Duties and responsibilities

- 2.1 Supervise the day to day activities of prisoners on a day to day basis in accordance with the centre's routine or structured day.
- 2.2 Provide internal and external security in accordance with ACM policies and procedures and general manager's Rules.
- 2.3 Monitor and maintain the static security requirements of the correctional centre, reporting orally and in writing, an unusual behaviours or occurrences which could result in a breach of security.
- 2.4 Undertake searches and perform escort duties of prisoners both within the centre and externally when required.
- 2.5 Participate in the reception, induction, transfer and discharge of prisoners in accordance with ACM policies and procedures.
- 2.6 Participate in quality assurance teams as assigned by management, in order to assist with the implementation of the AS/NZA ISO; 9002:1994, (incorporating ACA Standards), accreditation throughout the Company.
- 2.7 Other duties as directed by a correctional manager.

3. Key selection criteria

- 3.1 Knowledge of, or the ability to rapidly acquire knowledge of the Queensland Corrective Services Commission's Acts and Regulations, policies and procedures.
- 3.2 Knowledge of, or ability to rapidly acquire knowledge of the Arthur Gorrie general manager's rules and ACM policies and procedures
- 3.3 Demonstrated high level of communication skills, including the ability to negotiate and interact with people from varying ethnic backgrounds.
- 3.4 Ability to write reports and correspondence.
- 3.5 Ability to initiate new ideas and apply creative solutions to the resolution of problems.
- 3.6 Ability to be decisive and handle situations in a fair, firm and equitable manner.
- 3.7 Knowledge of, or the ability to rapidly acquire knowledge of Equal Employment Opportunity, ACM's Affirmative Action Plan and Workplace Health and Safety Principles.

4. Other information

- 4.1 Based on the requirements of the position the undermentioned selection criteria have been set. Selection for appointment to the position (commencing with short listing for interview) will be determined by how well applicants satisfy these criteria. It is important, therefore, that applicants attach a statement to their resume concisely describing, which examples, how they consider themselves meeting each selection criterion. Each selection criteria should be addressed separately.
- 4.2 The possession of formal tertiary qualifications is not included as a requirement within the selection criteria of this position description. While ACM values the enhanced work performance deriving from the expanded knowledge and skill base resulting from formal tertiary study, it also acknowledges that enhanced work performance can result from other learning experiences. These include on the job training, structured professional development or life experiences.
- 4.3 ACM will assess applicant's skills, knowledge and abilities against the selection criteria of the position without prejudice regarding the origin of those skills, knowledge and abilities.
- 4.4 When answering the selection criteria it is advised that you read the criteria carefully. Where it is asked for the applicant to have "knowledge of, or ability to rapidly acquire knowledge of" requires the applicant to demonstrate any skills directly relating to the criteria or to relate similar experiences, knowledge or skills that could be transferred to that area. Whilst it does not hinder your changes if you don't have direct experience with the requirements of the selection criteria, you must demonstrate to the selection panel that you have similar experience which provides you with the capability to rapidly acquire the knowledge needed to perform the job.

I acknowledge receipt of this Position Description and Selection Criteria for the position of Custodial Correctional Officer - Unit. I acknowledge that the duties, responsibilities and key selection criteria are consistent with the work that I do at the Arthur Gorrie Correctional Centre.

Employee Name:

Signature:

Functional Manager:/...../.....

General Manager:/...../.....

SCHEDULE 2

Australasian Correctional Management Pty Ltd - Position Description and Selection Criteria

Position Title: *Custodial Correctional Officer - Unit*
Location: *The Arthur Gorrie Correctional Centre, Brisbane*
Reports to: *Correctional manager*

1. Primary objective

- 1.1 The primary objective of the unit officer is to supervise, on a day to day basis, the provision of services to prisoners, including case management, and actively participate in the operations and determination of priorities of any one of the assigned areas or functions.

2. Duties and responsibilities

- 2.1 Supervise the behaviour and the activities of prisoners on a day to day basis in accordance with the Centre's routine or structured day.
- 2.2 Interact with offenders and respond to their needs through the provision of services in an appropriate manner in accordance with relevant Queensland legislation and general manager's rules.
- 2.3 Play an integral role in the rehabilitation of offenders by developing and establishing case management programs, (in conjunction with counsellors and health professionals), which form the basis of the offenders future within the prison system.
- 2.4 Participate in the implementation of the offender's case management plan and their work and program activities.
- 2.5 Monitor and maintain the dynamic and static security requirements of the correctional centre, reporting orally and in writing, any unusual occurrences or behaviours which could result in a breach of security.
- 2.6 Undertake searches and perform escort duties of prisoners both within the centre and externally when required.
- 2.7 Participate in the reception, induction, transfer and discharge of prisoners in accordance with ACM policy and procedures.
- 2.8 Supervise and co-ordinate other custodial staff assigned within the area of responsibility.
- 2.9 Participate in quality assurance teams as assigned by management, in order to assist with the implementation of the AS/NZS ISO; 9002:1994, (incorporating ACA Standards), accreditation throughout the Company.
- 2.10 Other duties as directed by the correctional manager
- 2.11 To be familiar and compliant with section 36 of the *Workplace Health and Safety Act 1995*, as amended from time to time, and report any hazard, without delay, to the person in charge of your work. To take personal responsibility for health and safety issues at work, for self and others. Read and understand all health and safety rules that apply to the duties of this position. Follow all written safe work procedures, practices and verbal instructions.

3. Key selection criteria

- 3.1 Served as a security officer within ACM.
- 3.2 Successfully completed the required ACM training for the position, including Case Management.
- 3.3 At least 2 consecutive performance appraisals which have been rated well above average.
- 3.4 Demonstrated sound working knowledge of the Queensland Corrective Services Commission's Acts and Regulations, Policies and Procedures.
- 3.5 Demonstrated knowledge of the Arthur Gorrie's general manager's rules and ACM Policies and Procedures.
- 3.6 Demonstrated high level of communication skills, including the ability to negotiate and interact with people from varying ethnic backgrounds.
- 3.7 Ability to write comprehensive reports and correspondence.
- 3.8 Ability to initiate new ideas and apply creative solutions to the resolution of problems.
- 3.9 Ability to be decisive and handle situations in a fair, firm and equitable manner.
- 3.10 An ability to supervise and train staff.
- 3.11 A basic level of computer literacy.
- 3.12 Demonstrated knowledge of Equal Employment Opportunity, ACM's Affirmative Action Plan and Workplace Health and Safety Principles.

- 3.13 Based on the requirements of the position the undermentioned selection criteria have been set. Selection for appointment to the position (commencing with short listing for interview) will be determined by how well applicants satisfy these criteria. It is important, therefore, that applicants attach a statement to their resume concisely describing, which examples, how they consider themselves meeting each selection criterion. Each selection criteria should be addressed separately.
- 3.14 The possession of formal tertiary qualifications is not included as a requirement within the selection criteria of this position description. While ACM values the enhanced work performance deriving from the expanded knowledge and skill base resulting from formal tertiary study, it also acknowledges that enhanced work performance can result from other learning experiences. These include on the job training, structured professional development or life experiences.
- 3.15 ACM will assess an applicants skills, knowledge and abilities against the selection criteria of the position without prejudice regarding the origin of those skills, knowledge and abilities.

I acknowledge receipt of this Position Description and Selection Criteria for the position of custodial correctional officer - unit. I acknowledge that the duties, responsibilities and key selection criteria are consistent with the work that I do at the Arthur Gorrie Correctional Centre.

Employee Name:

Signature:

Functional Manager:/...../.....

General Manager:/...../.....

Dated 14 November 2005.

Operative Date: 14 November 2005

By the Commission,
 [L.S.] G.D. SAVILL,
 Industrial Registrar.