

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Queensland Corrective Services - Correctional Employees' Certified Agreement 2010

Matter No. CA/2010/4

Vice President Linnane

8 April 2010

CERTIFICATE

This matter coming on for hearing before the Commission on 08 April 2010 the Commission certifies the following written agreement:

Queensland Corrective Services - Correctional Employees' Certified Agreement 2010 - CA/2010/4 [as amended].

Made between:

The Queensland Public Sector Union of Employees and the Department of Community Safety, Division of Queensland Corrective Services.

The agreement was certified by the Commission on 08 April 2010 and shall operate from 08 April 2010 until its nominal expiry on 31 March 2013.

This agreement replaces and operates to the exclusion of the *Department of Corrective Services Correctional Employees' Certified Agreement 2007 (CA/2007/45)*.

By the Commission.

D.M. LINNANE,
Vice President.

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**The Queensland Public Sector Union of Employees AND Queensland Department of Community Safety,
Division of Queensland Corrective Services
(Matter No. CA/2010/4)**

QUEENSLAND CORRECTIVE SERVICES -
CORRECTIONAL EMPLOYEES' CERTIFIED AGREEMENT 2010

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

This Agreement will be known as the *Queensland Corrective Services - Correctional Employees' Certified Agreement 2010*.

1.2 Arrangement

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1.3 Application

This Agreement will apply to the Director-General as Chief Executive Officer of the Department of Community Safety specifically, the Division of Queensland Corrective Services (Department), the Queensland Public Sector Union of Employees (Union) and to those employees of the Department who are employed pursuant to the *Department of Corrective Services Correctional Employees' Award – State 2005*.

1.4 Duration

This Agreement will operate from the date of certification until the nominal expiry date of 31 March 2013.

1.5 Posting of Agreement

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

1.6 Relationship to Awards and Industrial Agreements

1.6.1 This Agreement should be read in conjunction with the *Department of Corrective Services Correctional Employees' Award – State 2005* as amended from time to time or its replacement (the Award). A reference to a specific clause of the *Department of Corrective Services Correctional Employees' Award – State 2005* will be read as a reference to an equivalent clause in any replacement award.

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

1.6.3 This Agreement replaces, and operates to the exclusion of the *Department of Corrective Services Correctional Employees' Certified Agreement 2007*.

1.7 No Further Claims

1.7.1 This agreement is in full and final settlement of all parties' claims for its duration. It is a term of this agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this agreement or not.

1.7.2 This agreement covers all matters or claims that could otherwise be subject to protected industrial action.

- 1.7.3 It is agreed that the following changes may be made to employees' rights and entitlements during the life of this agreement:
- (a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
 - (b) Any improvements in conditions that are determined on a whole-of-government basis;
 - (c) Reclassifications.
- 1.7.4 Unless inconsistent with the terms of this agreement, the entitlement of employees covered by this agreement as contained in awards, agreements, Ministerial Directives or determinations made under the *Public Service Act 2008* effective at the date this agreement was made shall not be reduced for the life of this agreement.
- 1.7.5 The Department and the Union will commence negotiations for a certified agreement to replace this Agreement 3 months prior to the nominal expiry date of this Agreement.

PART 2 - WAGES AND RELATED MATTERS

2.1 Wage Increases

2.1.1 The wage increases provided under this Agreement will be:

- 4.5% or \$34 per week, whichever is the greater, on 1 April 2010;
- a further 4% or \$34 per week, whichever is the greater, on 1 April 2011; and
- a further 4% or \$34 per week, whichever is the greater, on 1 April 2012.

2.1.2 The first wage increase to be paid under clause 2.1.1 will be based on the final rates payable under the *Department of Corrective Services – Correctional Employees' CERTIFIED AGREEMENT 2007 (CA/2007/45) of 2007*.

2.1.3 The wages payable in accordance with clause 2.1.1 are set out in Appendix 1.

2.1.4 Arbitrated wage adjustments under State Wage Cases are offset against rates of pay received by employees under this Agreement which are above the wage rates prescribed in the Award.

2.2 Salary Packaging

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

2.2.2 The following principles apply to salary packaging:

- (a) The costs of administering a package, including Fringe Benefits Tax, are met by the employee.
- (b) There will be no increase in superannuation costs or to fringe benefits payments made by the Department.
- (c) There will be no significant administrative workload or other ongoing costs to the Department caused by salary packaging arrangements.
- (d) Increases in, or variations to, taxation (excluding payroll tax) that result in additional costs will be met by the employee.
- (e) Before requesting a salary packaging arrangement, an employee must provide to the Department evidence that they have obtained independent financial advice about the effect of engaging in the proposed arrangement.
- (f) Employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

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

PART 3 - CONSULTATIVE ARRANGEMENTS AND COLLECTIVE INDUSTRIAL RELATIONS

3.1 Agency Consultative Committee

- 3.1.1 An Agency Consultative Committee or Committees (ACC), consisting of Department representatives and Union representatives, will be established.
- 3.1.2 The ACC will be used to provide an opportunity for the Department and the Union to meet regularly to discuss strategic industrial relations matters and issues that affect the employment security and conditions of employees.
- 3.1.3 The Department will advise the ACC, and/or LWCC where relevant, of their intention to implement changes that may affect the employment security or conditions of employees, prior to the commencement of any planned changes.
- 3.1.4 A divisional-level workplace health and safety committee will be established and will include a representative from the Union.
- 3.1.5 The parties further agree to establish an agreed terms of reference for consultative committees as soon as practicable subsequent to certification of this Agreement.

3.2 Local Workplace Consultative Committees

Local Workplace Consultative Committees (LWCC) will be established for each work area in accordance with the guidelines at Appendix 2.

3.3 Collective Industrial Relations

- 3.3.1 The Department acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of the Department. The principle recognises the important role of unions and the traditionally high levels of union membership in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- 3.3.2 The Department recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 1999* and any determinations of the Queensland Industrial Relations Commission.
- 3.3.3 The Department is committed to collective agreements and will not support non-union agreements, Queensland Workplace Agreements or Australian Workplace Agreements.
- 3.3.4 Consistent with principles established by a Full Bench of the Queensland Industrial Relations Commission, the Department will agree to support the "rolling up" of certified agreement wage rates into the relevant awards.

3.4 ILO Conventions

The Department, as an employer, recognises its obligations to give effect to international labour standards including freedom of association, workers' representatives, collective bargaining and equality of opportunity for all public sector workers.

3.5 Union Encouragement

- 3.5.1 The Department recognises the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- 3.5.2 An application for union membership and information on the relevant union(s) will be provided to all employees at the point of engagement.
- 3.5.3 Information on the relevant union(s) will be included in induction materials.
- 3.5.4 Union representative(s) will be provided with the opportunity to discuss union membership with new employees
- 3.5.5 The Department will provide to the Union complete lists of new starters to the workplace on a monthly basis. This information is to be provided electronically and shall include work location details. Upon request the Union will be provided with a listing of current staff. The provision of all staff information to relevant unions is subject to s373 of the Industrial Relations Act 1999.

3.6 Union Delegates

- 3.6.1 The Department acknowledges the constructive role that democratically elected union delegates have in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- 3.6.2 Employees will be given full access to Union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- 3.6.3 Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking Union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- 3.6.4 Subject to the relevant employee's written approval and any confidentiality requirements imposed by the employee or by the Department, delegates may request access to documents and policies related to a member's employment.
- 3.6.5 The Department and the Union will discuss the finalisation of a protocol for the release of union delegates in the performance of union activity to be implemented as an administrative arrangement.

3.7 Industrial Relations Education Leave

- 3.7.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and facilitate the effective operation of grievance and dispute settlement procedures.
- 3.7.2 Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the Department.
- 3.7.3 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any 1 calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent hours). Such leave will be subject to consultation between the Department, the relevant Union and the employee.
- 3.7.4 Upon request and subject to approval by the Department, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.
- 3.7.5 The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the Department/work unit concerned. At the same time, such leave shall not be unreasonably refused.
- 3.7.6 At the Department's discretion, employees may be granted special leave without pay to undertake work with their union. The conditions attaching to such leave will be those dealing with special leave without salary which are contained in the Ministerial Directive 18/09 "Special Leave" (as amended or replaced from time to time). Conditions outlined in the Directive that provide for the employees' return to work after unpaid leave will be met.

PART 4 - ROSTERS AND SHIFT DURATION

4.1 Rosters

- 4.1.1 The ordinary hours of shift workers will be inclusive of meal times worked in shifts that average 38 hours per week over the life of the roster.
- 4.1.2 Shifts will be worked in accordance with a roster established by the Department.
- 4.1.3 The Department will establish rosters, and deploy employees to rosters, to meet the operational needs of the work area.
- 4.1.4 Prior to creating or amending any roster, the Department will consult with the Union and with employees directly affected by the roster.

4.1.5 New/Flexible shift arrangements.

- (a) Where new/flexible shift arrangements are proposed, the written consent of greater than 50% of employees directly affected will be required. This is achieved via a ballot of directly affected employees. However, this will only be required where the new/flexible shift arrangements will involve a major or substantial change to working arrangements.
- (b) Where the Department proposes the introduction of new/flexible shift arrangements resulting in a major or substantial change to working arrangements the following fourteen (14 day) consultative process will occur prior to any ballot:
 - (i) The Department will put the proposal in writing to the Union.
 - (ii) The Department and the Union will meet to discuss the proposal within fourteen (14) days of the proposal being received.
 - (iii) The Department will receive a reply from the Union within that fourteen (14) day period.
 - (iv) Where the Union raises real and serious concerns the Department will seriously consider those concerns prior to referring the proposal to a ballot of directly affected employees.
 - (v) If the Department changes the proposal as a result of consultation with the Union the amended proposal can proceed straight to ballot without further consultation.
- (c) For the purposes of 4.1.5(a) the obvious meaning of the term "employees directly affected" will be applied i.e. those staff rostered to work when the Department seeks to change the roster and who are obviously and directly affected by the proposed change. The ballot will not include those employees absent on leave when the Department seeks to change the roster.
- (d) Timeframes - The ballot for the above purposes will be limited to:
 - (i) A seven (7) day period where the change relates to a Correctional Centre as a whole, or a number of Correctional Centres.
 - (ii) A four (4) day period where the change relates to a section, or sections, of a Correctional Centre.
 - (iii) For the purposes of this clause Correctional Centre shall mean any Centre or workplace where staff covered by this Agreement are employed.
- (e) In situations where the proposal is rejected (i.e. does not receive the approval of greater than 50% of directly affected employees) the matter will be immediately referred to the Queensland Industrial Relations Commission for arbitration.
- (f) In accordance with the decision of the Full Bench of the Queensland Industrial Relations Commission dated 1 April 2004 in Matter No. B1380 of 2003, the Commission will undertake a review and an evaluation of rostering practices and the process of urgent arbitration of disputes over new shift arrangement proposals. In complying with this clause the Department and the Union will work together to review rostering arrangements prior to any full bench review.

4.2 Main Rosters and Reserve Rosters - Custodial Correctional Centres

4.2.1 Clause 4.2 applies only to work performed in Custodial Correctional Centres.

4.2.2 There will be main rosters and reserve rosters.

4.2.3 There will be no reserve shifts on main rosters.

4.2.4 Reserve rosters will comprise all reserve shifts after compilation of the main roster.

4.2.5 Reserve shifts will be deployed to the main roster to meet operational requirements as determined by the Department. Vacancies on reserve rosters will not be replaced.

4.3 Roster Variations

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

4.4 Roster Changes

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

4.5 Aggregated Shift Allowance

- 4.5.1 An aggregated shift allowance at the rate of 28.5% of base wage or salary will be paid to employees who work the following shift patterns:
- 12 hour shifts/7 day coverage not including night shifts
 - A combination of 8 and 12 hour shifts/7 day coverage not including night shifts
 - 12 hour shifts/7 day coverage including night shifts
 - A combination of 8 and 12 hour shifts/7 day coverage including night shifts
 - 8 hour shifts/7 day coverage including night shifts.
- 4.5.2 Employees receiving the aggregated shift allowance will not receive extra payment for weekend work, public holidays and night shifts.
- 4.5.3 Clauses 7.5 and 7.2.4 of the Award does not apply in respect of employees who receive the aggregated shift allowance.

4.6 Rostering Practices

- 4.6.1 Subject to clauses 4.1, 4.2, 4.3, 4.4 & 4.5 the relevant provisions of the *Department of Corrective Services Correctional Employees' Award – State 2005* shall continue to apply. The Departmental Guidelines for Rostering Shiftwork are incorporated into this Agreement and are attached at Appendix 3.

PART 5 - RECREATION LEAVE

5.1 Management of Recreation Leave

- 5.1.1 All employees must take their full allocation of recreation leave in the 12 months following the date on which the recreation leave was accrued. However, upon application by an employee and approval of that application by the Department, the Department may allow that employee to defer taking some or all of their recreation leave entitlement and to accrue up to but no more than 10 weeks recreation leave. Applications for deferral of leave must be made prior to the commencement of each calendar year.
- 5.1.2 An employee may take a maximum of 1 week (38 hours) recreation leave as leave in prior approved single shift absences.
- 5.1.3 All employees in receipt of the aggregated shift allowance in accordance with clause 4.5 will be entitled to leave loading at the rate of 27.5% of the base wage or salary. The commencement of payment at the rate of 27.5% leave loading for these employees will be effective as from 21 December 2009.

PART 6 – DEPLOYMENT

6.1 Rotation and Deployment

- 6.1.1 Subject to clause 4.9 of the Award, the Department may direct an employee to work anywhere within individual facilities/work areas as required.

- 6.1.2 The Department may deploy staff on a temporary or permanent basis between the following correctional centres: Brisbane Correctional Centre, Wolston Correctional Centre and Brisbane Womens' Correctional Centre.
- 6.1.3 The Department may deploy staff on a temporary or permanent basis within the Escort and Security Branch.
- 6.1.4 The Department may also deploy staff into similar positions with similar competencies between any of the correctional centres, programs and units identified in clauses 6.1.2 and 6.1.3.
- 6.1.5 The deployment of staff by the Department pursuant to clause 6.1 will be consistent with the Department's responsibilities to provide a safe and healthy working environment including a requirement to provide appropriate training. Appropriate training may include on-the-job training at the place where the employee is to be deployed.

PART 7 - EMPLOYMENT SECURITY

7.1 Employment Security

- 7.1.1 The Department is committed to maximising employment security for tenured employees.
- 7.1.2 The Department is committed to maximising permanent employment where possible. Casual and temporary employment should only be used where permanent employment is not viable or appropriate.
- 7.1.3 The Department will table workforce data at the ACC meetings quarterly identifying the number of permanent, temporary and casual employees engaged at that time, any significant variance in the number of permanent, temporary and casual employees and the conversion of any temporary employees to tenured status.

PART 8 - BALANCING WORK/LIFE AND FAMILY

8.1 Balancing Work/Life and Family

- 8.1.1 The parties acknowledge that a number of issues relating to work/life balance have been agreed at a Whole of Government level. The employment conditions of officers employed under the *Department of Corrective Services Correctional Employees' Award – State 2005* have already been enhanced by these initiatives, which include:
- (a) increased paid maternity and adoption leave to 14 weeks through an amendment to the Ministerial Directive for Paid Parental Leave (updated to 05/08);
 - (b) introducing mechanisms by which employees can agree to work reduced months in a year and receive a proportionate salary over a full 12 month period, when this arrangement meets the operational needs of the Department;
 - (c) access to half pay recreation leave through an amendment to the Ministerial Directive for Recreation Leave (updated to 20/05); and
 - (d) enhanced long service leave arrangements provided through an update to the Ministerial Directive for Long Service Leave (updated to 13/08) including:
 - i. pro rata leave after 7 years service;
 - ii the ability to access long service leave at half pay;
 - iii the ability to access long service leave on a single day basis with the approval from the CEO
 - iv a reduction in the minimum period of long service leave from 2 weeks to 1 week; and
 - v the payment of long service leave at an employees' rate of pay prior to reversion to a lower classification.

PART 9 – CLASSIFICATION STRUCTURES

9.1 Classification Structure Review Committee

- 9.1.1 The parties commit to establishing a joint Classification Structure Review Committee (CSRC). The role and purpose of the committee is to:
- identify the parties' concerns with the current structure;
 - identify options to address those concerns; and
 - identify the costs, advantages and disadvantages of implementing those options.

It is intended that the outcomes of the committee's discussions will inform the parties' position in future negotiations for a replacement certified agreement.

The committee is to report to the parties to the agreement on the results of its review by 30 June 2012.

The development of options, costings, advantages and disadvantages by the working party does not imply or require agreement by either party.

No change to the classification structure will occur during the life of the 2010-2013 certified agreement.

9.2 Trade Instructors/Farm Officers Trade or Post-Trade Qualifications

9.2.1 The parties agree to enter into discussions about developing an exchange of letters to provide further clarity around the application of clause 5.7.5 of the Department of Corrective Services Correctional Officers Award – State 2005; specifically, the nature of trade or post-trade qualifications to be applied for the purposes of progression for Trade Instructors and Farm Officers.

9.3 Relieving Supervisor Arrangements

9.3.1 The Department will implement a division wide policy which details a transparent expression of interest process for appointment as relieving correctional supervisor.

PART 10 – PREVENTION AND SETTLEMENT OF DISPUTES

10.1 Prevention and Settlement of Disputes

10.1.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

10.1.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

10.1.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate Employee representatives.

10.1.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:

(a) The matter is to be discussed by the Employee's Union representative and/or the Employee/s concerned (where appropriate) and the General Manager/Manager in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days.

(b) If the matter is not resolved under clause 9.1.4(a), it shall be referred by the Union representative and/or the Employee/s to the Executive Director/Director who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days.

(c) If the matter remains unresolved it may be referred to the Director-General or nominee for discussion and appropriate action. This process should not exceed 14 days.

(d) If the matter is not resolved then it may be referred by either party to the Commission for conciliation.

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

Signed by the Commissioner, Queensland Corrective Services Kelvin Anderson

In the presence of: S. Donovan

Date: 1 April 2010

Signed for and on behalf of the Queensland Public Sector Union of Employees..... Alex Scott

In the presence of: Jacelyn Mitchell

Date: 7 April 2010

APPENDIX 1

WAGE RATES
(clause 2.1.3)

Corrections Stream	Salary 01/04/2009 per fortnight	Salary 01/04/2010 per fortnight	Salary 01/04/2011 per fortnight	Salary 01/04/2012 per fortnight
QCO6-4	3,577.60	3,738.60	3,888.10	4,043.70
QCO6-3	3,511.90	3,669.90	3,816.70	3,969.40
QCO6-2	3,445.90	3,601.00	3,745.00	3,894.80
QCO6-1	3,380.10	3,532.20	3,673.50	3,820.40
QCO5-4	3,269.80	3,416.90	3,553.60	3,695.80
QCO5-3	3,195.40	3,339.20	3,472.80	3,611.70
QCO5-2	3,120.70	3,261.20	3,391.60	3,527.20
QCO5-1	3,046.20	3,183.30	3,310.60	3,443.00
QCO4-4	2,910.20	3,041.20	3,162.80	3,289.30
QCO4-3	2,839.60	2,967.40	3,086.10	3,209.50
QCO4-2	2,768.80	2,893.40	3,009.10	3,129.50
QCO4-1	2,698.00	2,819.40	2,932.20	3,049.50
QCO3-4	2,531.30	2,645.20	2,751.00	2,861.10
QCO3-3	2,458.70	2,569.30	2,672.10	2,779.00
QCO3-2	2,386.20	2,493.60	2,593.30	2,697.10
QCO3-1	2,313.90	2,418.00	2,514.80	2,615.30
QCO2-4	2,200.20	2,299.20	2,391.20	2,486.80
QCO2-3	2,102.50	2,197.10	2,285.00	2,376.40
QCO2-2	2,003.60	2,093.80	2,177.50	2,264.60
QCO2-1	1,905.20	1,990.90	2,070.60	2,153.40
QCO1-9	1,865.10	1,949.00	2,027.00	2,108.10
QCO1-8	1,824.70	1,906.80	1,983.10	2,062.40
QCO1-7	1,784.00	1,864.30	1,938.60	2,016.40
QCO1-6	1,736.80	1,815.00	1,887.60	1,963.10
QCO1-5	1,689.70	1,765.70	1,836.40	1,909.80
QCO1-4	1,644.00	1,718.00	1,786.70	1,858.20
QCO1-3	1,600.80	1,672.80	1,740.80	1,810.50
QCO1-2	1,559.70	1,629.90	1,697.90	1,765.90
QCO1-1	1,521.10	1,589.60	1,657.60	1,725.60

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

APPENDIX 2

GUIDELINES FOR ESTABLISHMENT OF LOCAL WORKPLACE CONSULTATIVE COMMITTEES (Clause 3.2)

(INSERT NAME OF CENTRE/WORK SITE)

LOCAL WORKPLACE CONSULTATIVE COMMITTEE

1. ESTABLISHMENT AND COVERAGE

The (*insert name of Centre/work site*) Local Workplace Consultative Committee (LWCC) is hereby established.

2. OBJECTIVES

The objectives of the LWCC are to:

- Facilitate communication and consultation within the workplace;
- Facilitate communication and consultation about workplace issues with a view to resolution at a local level;
- Complement but not replace established grievance procedures and dispute resolution procedures.

3. REPRESENTATION/MEMBERSHIP

Membership of the LWCC will comprise:

Management representatives (guide only)

- General Manager (the Manager)
- (Correctional) Manager
- Human Resources Manager/Officer
- 1 other representative nominated by the Manager

Employee representatives (guide only)

Employee representatives to the LWCC will be nominated by the Union.

The employee representatives group will comprise a maximum of 6 workplace representatives.

The work areas represented by employee representatives may be, but are not limited to:

- Industries
- Farm
- Secure
- Residential
- Centre Services (including Visits and Dog Squad)

Work areas may differ for other work units, for example the Escort and Security Branch.

Nomination of representatives

Management representatives will be nominated by the Manager.

Employee representatives and their proxy will be nominated by a process approved by the Union and conducted by the Union in each work area.

An employee may only nominate and vote for one representative in the work area in which they are usually employed.

Employee representatives to the LWCC will be elected for a period of 1 year.

Fresh elections will be conducted to fill any vacancies that arise. Proxy representatives will fill the vacancy in the interim.

4. MEETINGS OF THE LWCC

Frequency

Meetings of the LWCC will be held at a time that is operationally convenient as determined by the Manager. All LWCC meetings will be cost neutral to the Centre or work area, unless otherwise determined by the Manager.

The LWCC should usually meet at least once every month.

Attendance

Should a nominated employee representative be unable to attend the LWCC meeting, the proxy representative will attend in their place. In the event a management representative is unable to attend, the Manager will nominate a proxy.

N.B. the Manager should establish specific procedures for the release of staff for LWCC meetings that are appropriate for local conditions.

Chairing of Meetings

LWCC meetings will be chaired by the Manager.

Administrative arrangements

The Manager's Support Officer will:

- Prepare and distribute the agenda
- Prepare and distribute minutes of meeting

Any LWCC representative may submit agenda items. Staff can submit agenda items through their employee representatives. Such items together with supporting papers and information shall be forwarded to the Manager's Support Officer at least 3 days prior to the next LWCC meeting unless the urgency of the item makes this impracticable.

Any additional information, which comes to hand after the preparation of agenda papers may be tabled at the meeting. Issues arising after finalisation of the agenda may be listed under *Other Business*. Items under other business may be taken on notice.

Minutes

A formal record of LWCC meetings should be circulated within one week of the meeting to all members of the LWCC. The minutes will also be placed on the staff bulletin board or equivalent.

Referral

Local workplace issues, which have appeared as agenda items on 2 successive LWCC meeting agendas may be considered as an agenda item for the next Agency Consultative Committee (ACC) meeting.

Local workplace issues may only be referred to the ACC where genuine efforts at the local workplace have failed to resolve the issue.

Where no genuine attempt has been made to resolve the issue at a local workplace level, the ACC will refer the matter back to the LWCC.

Working Parties

The Manager may from time to time, in consultation with the LWCC, establish a local working party to research and inform the LWCC on prescribed matters.

APPENDIX 3

DEPARTMENT OF CORRECTIVE SERVICES GUIDELINES FOR ROSTERING SHIFT WORK

1. STATEMENT OF PRINCIPLE

- 1.1 These guidelines have been developed by a committee comprising representatives of the Department and the Union.
- 1.2 The Department acknowledges that it has an obligation to implement work rosters which lessen any unwanted effects on the physical and psychological well-being of staff who are required to undertake shift work.
- 1.3 The Department shall be guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 Hour Shifts and relevant publications of the Department of Employment and Industrial Relations.

2. GENERAL CONDITIONS

- 2.1 The provisions of this document should be read in conjunction with the relevant Award and certified agreements applicable to staff of the Department. In the event of an inconsistency, the provisions of the relevant industrial instrument shall prevail.
- 2.2 In reviewing rosters to comply with these guidelines, centres should attempt where ever possible to integrate rosters within a centre rather than have a range of separate rosters across individual work areas.
- 2.3 Shifts are to be spread evenly across the roster in an attempt to ensure equity within the rostering process for all staff.
- 2.3 Shifts should involve a short cycle with regular rotations.
- 2.4 Rosters should not provide for a single shift preceded by a day off and followed by a day off. This shall not be interpreted as excluding rosters which commence with a night shift and conclude with a day shift.
- 2.5 Where necessary, special rosters may be required for staff who work within areas defined as "hazardous". Examples of such work areas may include control of vehicles, monitor work or access to weapons.

3. NIGHT SHIFTS

- 3.1 Rosters may only provide for a maximum of three consecutive 12 hour night shifts or in the case of 8 hour shifts, four consecutive 8 hour night shifts, for any individual. An additional night shift may only be worked in extreme special compassionate circumstances and only upon presentation of medical evidence. Any decision in this regard is to be endorsed by the General Manager.
- 3.2 Following the last night shift worked, staff shall have a minimum break of 2 clear days between midnight and midnight. For example: if an officer completed block of night shifts on Monday morning (7 a.m.) he/she would not commence duty until at least Thursday (7 a.m.).
- 3.3 Overtime shifts/changes of duty may be worked *by consent* after a break of one whole day, midnight to midnight, subject to all other guidelines being observed.
- 3.4 Rosters are not to provide for a permanent night shift.

4. DAY SHIFTS

- 4.1 Rosters may only provide for a maximum of four consecutive 12 hour day shifts or six consecutive 8 hour shifts. An additional shift may be worked either by overtime or roster variation or a change of duty by agreement.
- 4.2 Where ever possible, day shifts should not commence before 6 a.m. It is acknowledged that specific operations requirements may necessitate a start prior to 6 a.m., however this will be by exception.

5. REST DAYS

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

6. REST BREAK

- 6.1 All employees engaged in 12 hour shift arrangements, shall be entitled to a ten hour break between the end of an ordinary rostered shift and the beginning of the next ordinary rostered shift except in emergent circumstances where the minimum will be eight hours.
- 6.2 Where the time between an ordinary rostered shift and the next ordinary rostered shift is less than ten hours the next ordinary rostered shift will be paid at overtime rates.
- 6.3 Where an employee works an overtime shift or part shift at his or her request which results in there being less than ten hours break from the end of that overtime shift and the beginning of the next ordinary rostered shift, that next ordinary rostered shift will be paid at ordinary rates.
- 6.4 Where an employee is directed to work an overtime shift or part shift which results in there being less than ten hours from the end of that overtime shift and the beginning of the next ordinary rostered shift, the next ordinary rostered shift shall be paid at overtime rates until the employee is released from duty and then shall be entitled to be absent until ten consecutive hours duty has occurred without loss of pay for ordinary working time occurred during such absence.
- 6.5 Notwithstanding the above provisions, employees rostered to perform 8 hour shift arrangements shall be entitled to an eight hour break between the end of an ordinary rostered shift and the beginning of the next ordinary rostered shift.

7. SPARES/RESERVES

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

8. CHANGES OF DUTY/ROSTER VARIATIONS

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

9. LEAVE ROSTER

- 9.1 All centres must have a planned leave roster that schedules leave on an annual basis.
- 9.2 Centres are to develop their own strategy for scheduling a planned leave roster. The following timetable may be used as a guide:
- August/September - Call for leave application for the following year. Each officer should indicate 3 preferences.
 - October - Applications considered and leave plan drafted.
 - November - Staff notified of leave arrangements.

9.3 Applications for leave will be considered on the following basis:

- Priority 1 - Allocation of leave based on 1st, 2nd and 3rd preferences.
- Priority 2 - Compassionate/special circumstances.
- Priority 3 - Leave applied for in blocks of greater than 3 weeks.
- Priority 4 - Past leave patterns.

10. CONCLUSION

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