## QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Queensland Corrective Services - Correctional Employees' Certified Agreement 2013

Matter No. CA/2013/54

Deputy President O'Connor

25 July 2013

#### **CERTIFICATE**

This matter coming on for hearing before the Commission on 25 July 2013 the Commission certifies the following written agreement:

Queensland Corrective Services - Correctional Employees' Certified Agreement 2013 - CA/2013/54

Made between:

Department of Community Safety Together Queensland, Industrial Union of Employees

The agreement was certified by the Commission on 25 July 2013 and shall operate from 25 July 2013 until its nominal expiry on 31 March 206.

This agreement replaces Queensland Corrective Services - Correctional Employees' Certified Agreement 2010.

By the Commission.

Deputy President O'Connor

## QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Together Queensland Union of Employees AND Department of Community Safety, Division of Queensland Corrective Services (Matter No. CA/2013/54)

# QUEENSLAND CORRECTIVE SERVICES - CORRECTIONAL EMPLOYEES' CERTIFIED AGREEMENT 2013

## PART 1 - APPLICATION AND OPERATION

Prevention and Settlement of Disputes

#### 1.1 Title

This Agreement will be known as the *Queensland Corrective Services - Correctional Employees' Certified Agreement* 2013

1.2 Arrangement	
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#### **APPENDIX 1 - WAGES RATES**

## APPENDIX 2 - DEPARTMENT OF CORRECTIVE SERVICES GUIDELINES FOR ROSTERING SHIFT WORK

## 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 Together Queensland Union of Employees (Union) and to those employees of the Department who are employed pursuant to the Department of Community Safety – Queensland Corrective Services Correctional Employees' Award – State 2012.

#### 1.4 Duration

This Agreement will operate from the date of certification until the nominal expiry date of 31 March 2016.

#### 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 Community Safety Queensland Corrective Services Correctional Employees' Award State 2012* as amended from time to time or its replacement (the Award). A reference to a specific clause of the *Department of Community Safety Queensland Corrective Services Correctional Employees' Award State 2012* 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 *Queensland Corrective Services Correctional Employees' Certified Agreement 2010*.

## 1.7 No Further Claims

- 1.7.1 This agreement is in full and final settlement of all parties' claims for its duration. It is a term of this agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this agreement or not;
- 1.7.2 Subject to sub-clause (1.7.3) herein, the following changes may be made to employees' rights and entitlements during the life of this agreement:
  - a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
  - b) Reclassifications.
- 1.7.3 The Queensland Industrial Relations Commission State Wage Increases awarded during 2012 and thereafter will not be in addition to the wage increases provided by this agreement.
- 1.7.4 Notwithstanding sub-clause (1.7.3) herein, it is a term of this agreement that no person covered by this agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant parent award.

## PART 2 - WAGES AND RELATED MATTERS

#### 2.1 Wage Increases

- 2.1.1 The wage increases provided under this Agreement will be:
  - 2.2% on 1 May 2013;
  - A further 2.2% on 1 May 2014; and
  - A further 2.2% on 1 May 2015.

- 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 *Queensland Corrective Services Correctional Employees' Certified Agreement 2010.*
- 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.

## 2.3 Performance of Higher Duties

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

#### PART 3 - ROSTERS AND SHIFT DURATION

#### 3.1 Rosters

- 3.1.1 The ordinary hours of shift workers will be inclusive of meal times worked in shifts that average 38 hours per week over the life of the roster.
- 3.1.2 Shifts will be worked in accordance with a roster established by the Department.
- 3.1.3 The Department will establish rosters, and deploy employees to rosters, to meet the operational needs of the work area.
- 3.1.4 Prior to creating or amending any roster, the Department will consult with the Union and with employees directly affected by the roster.
- 3.1.5 New/Flexible shift arrangements.
  - (a) Where new/flexible shift arrangements are proposed, the written consent of greater than 50% of employees directly affected will be required. This is achieved via a ballot of directly affected employees. However, this will only be required where the new/flexible shift arrangements will involve a major or substantial change to working arrangements.

- (b) Where the Department proposes the introduction of new/flexible shift arrangements resulting in a major or substantial change to working arrangements the following fourteen (14 day) consultative process will occur prior to any ballot:
  - (i) The Department will put the proposal in writing to the Union.
  - (ii) The Department and the Union will meet to discuss the proposal within fourteen (14) days of the proposal being received.
  - (iii) The Department will receive a reply from the Union within that fourteen (14) day period.
  - (iv) Where the Union raises real and serious concerns the Department will seriously consider those concerns prior to referring the proposal to a ballot of directly affected employees.
  - (v) If the Department changes the proposal as a result of consultation with the Union the amended proposal can proceed straight to ballot without further consultation.
- (c) For the purposes of 3.1.5(a) the obvious meaning of the term "employees directly affected" will be applied i.e. those staff rostered to work when the Department seeks to change the roster and who are obviously and directly affected by the proposed change. The ballot will not include those employees absent on leave when the Department seeks to change the roster.
- (d) Timeframes The ballot for the above purposes will be limited to:
  - (i) 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 urgent arbitration.

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

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

#### 3.3 Roster Variations

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

## 3.4 Roster Changes

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

## 3.5 Aggregated Shift Allowance

- 3.5.1 An aggregated shift allowance 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 shifts of lengths between 8 and 11 hours together with 12 hour shifts/7 day coverage not including night shifts
  - 12 hour shifts/7 day coverage including night shifts
  - A combination of shifts of lengths between 8 and 12 hour shifts/7 day coverage including night shifts
  - 8 hour shifts/7 day coverage including night shifts.
- 3.5.2 Employees receiving the aggregated shift allowance will not receive extra payment for weekend work, public holidays and night shifts.
- 3.5.3 Clauses 7.5 and 7.2.4 of the Award does not apply in respect of employees who receive the aggregated shift allowance.

## 3.6 Rostering Practices

3.6.1 Subject to clauses 3.1, 3.2, 3.3, 3.4 & 3.5 the relevant provisions of the *Department of Corrective Services Correctional Employees' Award – State 2012* shall continue to apply. The Departmental Guidelines for Rostering Shiftwork are incorporated into this Agreement and are attached at Appendix 2.

#### **PART 4 - RECREATION LEAVE**

## 4.1 Management of Recreation Leave

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

## **PART 5 – DEPLOYMENT**

#### 5.1 Rotation and Deployment

- 5.1.1 Subject to clause 4.9 of the Award, the Department may direct an employee to work anywhere within individual facilities/work areas as required.
- 5.1.2 The Department may deploy staff on a temporary or permanent basis between the following correctional centres: Brisbane Correctional Centre, Wolston Correctional Centre and Brisbane Womens Correctional Centre.
- 5.1.3 The Department may deploy staff on a temporary or permanent basis within the Escort and Security Branch.
- 5.1.4 The Department may also deploy staff into similar positions with similar competencies between any of the correctional centres, programs and units identified in clauses 5.1.2 and 5.1.3.
- 5.1.5 The deployment of staff by the Department pursuant to clause 5.1 will be consistent with the Department's responsibilities to provide a safe and healthy working environment including a requirement to provide appropriate training. Appropriate training may include on-the-job training at the place where the employee is to be deployed.

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

## 6.1 Payment in lieu of long service leave

- 6.1.1 At an employee's election only, an employee may be paid in lieu of all or part of their entitlement to long service leave in accordance with section 53(2) of the *Industrial Relations Act 1999*.
- 6.1.2 Employees wishing to receive payment in lieu of taking long service leave are required to make application in writing to the QCS by using the approved form and attaching any supporting material.
- 6.1.3 An employee will only be entitled to make application for payment in lieu of taking long service leave after the employee has completed 10 years continuous service.
- 6.1.4 The Commissioner or his/her delegate will decide on any application based on the merits of the application.
- 6.1.5 If the application is approved, a written agreement will be entered into between the QCS and the employee to record the payment in lieu of long service leave. The Commissioner or his/her delegate will also issue a direction enabling the payment and all other supporting material will be returned to the employee.
- 6.1.6 Nothing in this clause prevents an employee to make application to the Queensland Industrial Relations Commission in accordance with the provisions of the *Industrial Relations Act 1999*.

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

#### 7.1 Hours of work

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

## **PART 8- CASUAL EMPLOYMENT**

## 8.1 Hours of work

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

## PART 9 – PREVENTION AND SETTLEMENT OF DISPUTES

## 9.1 Prevention and Settlement of Disputes

- 9.1.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement.
- 9.1.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 9.1.3 In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
  - (a) The matter is to be discussed by the Employee's Union representative and/or the Employee/s concerned (where appropriate) and the General Manager/Manager in the first instance. The discussion should take place within 24 hours where reasonably possible and the procedure should not extend beyond 7 days.

- (b) If the matter is not resolved under clause 9.1.3(a), it shall be referred by the Union representative and/or the Employee/s to the Deputy Commissioner who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days where reasonably possible.
- (c) If the matter remains unresolved it may be referred to the Commissioner or nominee for discussion and appropriate action. This process should not exceed 14 days where reasonably possible.
- (d) If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation.
- 9.1.4 Nothing contained in this procedure shall prevent the Union or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

Signed by the Commissioner, Queensland Corrective Services

In the presence of:

Lloyd Casey

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

Alex Scott

In the presence of:

Barry Watson

## APPENDIX 1

# WAGE RATES (clause 2.1.3)

Corrections Stream	Salary 01/05/2013 per fortnight	Salary 01/05/2014 per fortnight	Salary 01/05/2015 per fortnight
QCO6-4	4,132.66	4,223.58	4,316.50
QCO6-3	4,056.73	4,145.98	4,237.19
QCO6-2	3,980.49	4,068.06	4,157.56
QCO6-1	3,904.45	3,990.35	4,078.13
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QCO5-4	3,777.11	3,860.20	3,945.13
QCO5-3	3,691.16	3,772.36	3,855.35
QCO5-2	3,604.80	3,684.10	3,765.15
QCO5-1	3,518.75	3,596.16	3,675.27
QCO4-4	3,361.66	3,435.62	3,511.20
QCO4-3	3,280.11	3,352.27	3,426.02
QCO4-2	3,198.35	3,268.71	3,340.62
QCO4-1	3,116.59	3,185.15	3,255.23
QCO3-4	2,924.04	2,988.37	3,054.12
QCO3-3	2,840.14	2,902.62	2,966.48
QCO3-2	2,756.44	2,817.08	2,879.05
QCO3-1	2,672.84	2,731.64	2,791.74
QCO2-4	2,541.51	2,597.42	2,654.57
QCO2-3	2,428.68	2,482.11	2,536.71
QCO2-2	2,314.42	2,365.34	2,417.38
QCO2-1	2,200.77	2,249.19	2,298.67
QCO1-9	2,154.48	2,201.88	2,250.32
QCO1-8	2,107.77	2,154.14	2,201.53
QCO1-7	2,060.76	2,106.10	2,152.43
QCO1-6	2,006.29	2,050.43	2,095.54
QCO1-5	1,951.82	1,994.76	2,038.64
QCO1-4	1,899.08	1,940.86	1,983.56
QCO1-3	1,850.33	1,891.04	1,932.64
QCO1-2	1,804.75	1,844.45	1,885.03
QCO1-1	1,763.56	1,802.36	1,842.01

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

#### **APPENDIX 2**

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

#### 1. STATEMENT OF PRINCIPLE

- 1.1 These guidelines have been developed by a committee comprising representatives of the Department and the Union.
- 1.2 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 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> 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 cooperation.
- 10.2 Any dispute over the application of these guidelines should be referred to the relevant Executive Director for resolution.