

CORRECTIONAL EMPLOYEES AWARD – STATE 2015

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PART 1 - Title and Operation

1. Title

This Award is known as the *Correctional Employees Award - State 2015*.

2. Operation

This Award operates from 11 December 2015.

3. Definitions and interpretation

Unless the context otherwise requires, in this Award:

accrued day off means a day accrued as a result of the method of working ordinary hours where employees are rostered off on various days of the week during a particular work cycle. An employee may have one or more days off during that cycle

Act means the *Industrial Relations Act 2016*

afternoon shift means any shift commencing at or after 1200 and finishing at or after 1800 and at or before 2400

Australian Qualifications Framework (AQF) means the national system of recognition for the issue of vocational qualifications

chief executive means a person appointed to that role pursuant to the provisions of the *Corrective Services Act 2006* or, for the purposes of this Award, such other person to whom the chief executive has delegated specific authorities

classification level comprises a minimum salary rate plus a number of increments through which employees will be eligible to progress

Commission means the Queensland Industrial Relations Commission

continuous shift work means work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering 24 hours per day over a 7 day week

continuous shift worker means a person who works continuous shift work

day means the period from midnight to midnight on any one day

day shift means any shift worked as part of a non-continuous shift work system or a continuous shift work system which is not an afternoon shift or a night shift

day work means a single period of work (excluding a meal break) performed during the spread of ordinary hours which is not part of a non-continuous shift work or continuous shift work system

day worker means a person who works day work

directive means a ruling, or part of a ruling, made under section 53 or section 54 of the *Public Service Act 2008*

farm officer means an employee who is appointed to that role by the employer

field supervisor means an employee engaged in the role of field supervisor at a QCS work camp

generic level statement means a broad, concise statement of the duties, skills and responsibilities indicative of a given classification level

increment means for all employees an increase in salary from one paypoint to the next highest paypoint within a classification level

night shift means any shift commencing at or after 1800 and at or before 0600 the following day

non-continuous shift work means work regularly rotated in accordance with a roster which prescribes two or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week (see continuous shift work)

paypoint means the specific rate of remuneration payable to employees within a classification level

public holiday has the same meaning as that provided in Schedule 5 of the Act

QCS means Queensland Corrective Services

QES means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

rostered day off means:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty in accordance with clause 15.1. Depending on the working arrangements, a Saturday and/or Sunday may also be a rostered day off

shift work means work performed by an employee on day shift, afternoon shift or night shift, either solely or in any combination thereof, as part of a non-continuous shift work system or a continuous shift work system

shift worker means an employee who works shift work

trade instructor means an employee who is appointed to that role by the employer

union means Together Queensland, Industrial Union of Employees

work camp has the same meaning as that provided in Schedule 4 of the *Corrective Services Act 2006*

4. Coverage

This Award applies to:

- (a) employees whose salaries and rates of pay are fixed by this Award and who are:
 - (i) engaged as correctional employees by QCS; and
 - (ii) appointed pursuant to section 119 or section 148 of the *Public Service Act 2008*; and
- (b) the chief executive of QCS in their capacity as the employer of such employees; and
- (c) Together Queensland, Industrial Union of Employees,

to the exclusion of any other award.

5. The Queensland Employment Standards and this Award

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

6. Enterprise flexibility and facilitative award provisions

6.1 Enterprise flexibility

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level 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.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between the employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

6.2 Procedures to implement facilitative award provisions

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the chief executive and the union, or the chief executive and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.
- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the union is to be notified in writing at least one week in advance of agreement being sought.

PART 2 - Dispute Resolution

7. Dispute resolution

7.1 Prevention and settlement of disputes - Award matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) 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.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
 - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
 - (iii) if the matter remains unresolved it may be referred to the chief executive for discussion and appropriate action. This process should not exceed 14 days;
 - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (e) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

7.2 Employee grievance procedures - other than Award matters

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of dispute and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
 - Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
 - Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.

Stage 3: If the grievance is still unresolved, the manager will advise the chief executive and the aggrieved employee may submit the matter in writing to the chief executive if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the union.

- (c) The chief executive shall ensure that:
 - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The chief executive may appoint another person to investigate the grievance. The chief executive may consult with the union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The chief executive shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
 - Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
 - Stage 2: Not to exceed 7 days.
 - Stage 3: Not to exceed 14 days.
- (g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.
- (h) Subject to legislation, while the grievance 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 grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

PART 3 - Types of Employment, Consultation and Termination of Employment

8. Types of employment

An employee may be employed on a full-time, part-time, casual or temporary basis. An employee shall be advised in writing of their employment type upon appointment.

8.1 Full-time employment

A full-time employee is an employee who is engaged to work an average of 38 hours per week.

8.2 Part-time employment

- (a) A part-time employee is an employee who:

- (i) is engaged to work a regular pattern of ordinary hours each fortnight which are less than the ordinary hours worked by an equivalent full-time employee; and
 - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked, a part-time employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification.
- (c) The minimum payment on any day when work is performed shall be for 4 hours' work.
- (d) (i) By mutual agreement with their employer, a part-time employee may elect to change their regular pattern of ordinary hours or work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are also to be taken into account in the *pro rata* calculation of all entitlements.
- (ii) Any such additional hours worked within the spread of ordinary hours are to be paid for at the ordinary hourly rate.
- (e) The spread of ordinary hours of part-time employees who are day workers is the same as that prescribed for full-time employees in clause 15.2.
- (f) Subject to clause 8.2(d), all time worked by a part-time employee:
- (i) in excess of the rostered hours on any one day; or
 - (ii) outside of the regular pattern of hours as determined from time to time; or
 - (iii) in the case of a day worker, outside the spread of ordinary hours prescribed in clause 15.2,
- is to be paid at the appropriate overtime rate prescribed in clauses 18.2 or 18.3, as the case may be.
- (g) Part-time employees are eligible for payment of salary increments in accordance with the provisions of clause 12.5(a)(ii).

8.3 Casual employment

- (a) (i) A casual employee is an employee who is engaged and paid as such.
- (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.
- (b) For each hour worked a casual employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification plus a casual loading of 23%.
- (c) Each casual engagement stands alone with a minimum payment as for 2 hours' work.
- (d) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's salary for the purpose of calculating overtime, weekend penalties, public holiday and shift payments, where relevant.
- (e) Casual employees are eligible for payment of salary increments in accordance with the provisions of clause 12.5(a)(iii).
- (f) The long service leave entitlement of casual employees is recorded in clause 22.

8.4 Probationary employment

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of three months duration. If a period of probation of longer than three months is agreed, it must:
 - (i) be agreed in writing; and
 - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

8.5 Temporary employment

- (a) A temporary employee may be engaged either on a full-time or part-time basis only for the purpose of meeting temporary circumstances.
- (b) All temporary employees are to be provided with an appointment letter within two weeks of the commencement of work which is to identify: the anticipated duration of the engagement; the specified task; details of the duties to be undertaken during the course of the engagement; and, the circumstances in which the engagement can be terminated by either party.
- (c) A temporary employee may be engaged for a maximum period of 12 months in any one engagement.

8.6 Anti-discrimination

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
 - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
 - (ii) sexual harassment; and
 - (iii) racial and religious vilification.
- (b) Nothing in clause 8.6 is to be taken to affect:
 - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
 - (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

9. Termination of employment

9.1 Notice of termination by the employer

Notice of termination by the employer is provided for in Division 13 of the QES. Clauses 9.2 to 9.5 supplement the QES provisions.

9.2 Notice of termination by an employee

Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee, will be two weeks or two weeks' salary forfeited in lieu. If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of salary for the period of notice not provided.

9.3 Notice cannot be offset

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

9.4 Job search entitlement

Where the employer has given notice of termination to an employee for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

9.5 Statement of employment

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

10. Redundancy

10.1 Redundancy pay

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

Note: Where a directive about redundancy and retrenchment covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

10.2 Consultation before termination

- (a) Where the employer decides that the employer no longer wishes the job an employee/s 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/s directly affected and, where relevant, their union.
- (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 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.

- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union, 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.
- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

10.3 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties by reason of redundancy 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 the redundancy pay provisions of the QES.
- (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.

10.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

10.5 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must 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 must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

10.6 Transmission of business

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the employer (transmitter) to another employer (transmittee) and an employee who at the time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clauses 10.6 and 10.7, '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.

10.7 Exemption where transmission of business

The provisions of clause 10.6 are not applicable where a business is, before or after the date of commencement of this Award, transmitted from the employer (transmitter) to another employer (transmittee) in any of the following circumstances:

- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or
- (b) where the employee rejects an offer of employment with the transmittee:
 - (i) 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 transmitter; and
 - (ii) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

10.8 Alternative employment

The 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.

10.9 Employees exempted

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee 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 employee of suitable alternative employment.

11. Consultation - Introduction of changes

11.1 Employer's duty to notify

- (a) Where the 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.
- (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.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

11.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their union, 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 ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union, 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.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

PART 4 - Minimum Salary Levels, Allowances and Related Matters

(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 1 (Supported Wage System) apply.)

12. Classifications and minimum salary levels

12.1 Classification structure

Employees covered by this Award are to be classified into either the **Field Supervisor** or **General** streams as follows:

- (a) The **Field Supervisor** stream comprises those employees who are:
 - (i) appointed as corrective services officers in accordance with the *Corrective Services Act 2006*; and
 - (ii) employed as a field supervisor at a QCS-designated work camp.
- (b) The **General** stream comprises those employees, other than field supervisors who are employed at a QCS-designated work camp, who are appointed as corrective services officers in accordance with the *Corrective Services Act 2006*.

12.2 Minimum salary levels

(a) General stream

The minimum salaries payable to employees within the General stream are prescribed in the table below:

Classification Level	Paypoint	Award Rate¹ Per Fortnight \$²	Annual Salary³ \$²
GS Level 1	1	1,842	48,056
	2	1,888	49,256
	3	1,936	50,508
	4	1,988	51,865
	5	2,042	53,274
	6	2,097	54,709
	7	2,152	56,144
	8	2,201	57,422
	9	2,249	58,674
GS Level 2	1	2,296	59,900
	2	2,412	62,927
	3	2,528	65,953
	4	2,644	68,979
GS Level 3	1	2,778	72,475
	2	2,863	74,693
	3	2,949	76,936
	4	3,034	79,154
GS Level 4	1	3,232	84,320
	2	3,315	86,485
	3	3,399	88,677
	4	3,482	90,842
GS Level 5	1	3,642	95,016
	2	3,730	97,312
	3	3,818	99,608
	4	3,907	101,930
GS Level 6	1	4,037	105,321
	2	4,113	107,304
	3	4,192	109,365
	4	4,269	111,374

Notes:

¹ Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

² Rounded to the nearest dollar.

³ Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

(b) Field Supervisor stream

The minimum salaries payable to employees within the Field Supervisor stream are prescribed in the table below:

Classification Level	Award Rate ¹ Per Fortnight \$ ²	Annual Salary ³ \$ ²
FS Level 1	2,296	59,900
FS Level 2	2,412	62,927
FS Level 3	2,528	65,953
FS Level 4	2,644	68,979
FS Level 5	2,778	72,475

Notes:

¹ Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

² Rounded to the nearest dollar.

³ Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

(c) **Payment of salaries**

Salaries shall be paid fortnightly and may at the discretion of the employer be paid by electronic funds transfer.

12.3 Work allocation

- (a) 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.
- (b) The employer may direct an employee to use such tools, equipment and plant as may be required provided that the employee has been properly trained in the use of such tools, equipment and plant.
- (c) An employee appointed to or relieving in a role within a classification level may be allocated and subsequently reallocated to any role within that particular classification level.
- (d) An employee engaged to perform program or custodial duties in a correctional centre may be required to work in a multi-disciplinary team comprising employees who perform program duties and employees who perform custodial duties.

12.4 Recognition of qualifications on appointment

- (a) An employee in the General stream who is a **trade instructor** or a **farm officer** and has satisfied the assessment requirements for a qualification listed in the following table shall be paid no less than the minimum rate prescribed for that qualification:

<u>Qualification</u>	<u>Minimum rate</u>
Grade 12 standard of education but no trade or farming qualification to the AQF-4 standard	classification level GS1, paypoint 3
AQF-4 (Certificate IV)	classification level GS1, paypoint 5
AQF-5 (Diploma)	classification level GS1, paypoint 8
AQF-7 (Relevant Degree requiring 3 or 4 years to complete)	classification level GS2, paypoint 1

- (b) An employee in the General stream **other than** a trade instructor or farm officer who has satisfied the assessment requirements for a qualification listed in the following table shall be paid no less than the minimum rate prescribed for that qualification:

<u>Qualification</u>	<u>Minimum rate</u>
Diploma in Correctional Administration	classification level GS1, paypoint 3
AQF-7 (Relevant Degree)	classification level GS1, paypoint 5
AQF-7 (Relevant Degree requiring in excess of 3 years to complete)	classification level GS1, paypoint 6

12.5 Movement between classification levels

Employees in the General stream shall move between classification levels in accordance with clauses 12.5(a), (b), (c) and (d).

- (a) Movement from classification level GS1 to classification level GS2 will occur as follows:
- (i) For a **trade instructor** or **farm officer** - in accordance with clause 12.7(b).
 - (ii) For an employee **other than** a trade instructor or farm officer who possesses a relevant AQF-7 qualification - in accordance with clause 12.7(c).
 - (iii) For an employee **other than** a trade instructor or farm officer who does not possess a relevant AQF-7 qualification - satisfactory completion of an equivalent qualification or by having experience acceptable to the employer.
- (b) Movement from classification level GS2 to classification level GS3 is subject to:
- (i) completion of a relevant Degree or agreed equivalent qualification or experience acceptable to the employer; and
 - (ii) completion of a minimum period of 12 months' service at the maximum paypoint of level GS2; and
 - (iii) a satisfactory assessment by a selection panel of the criteria prescribed in clause 12.5(c).
- (c) The criteria for the assessment of an applicant for movement from classification level GS2 to classification level GS3 are prescribed below:
- (i) Demonstrated professional expertise in one or more areas of a discipline as shown by:
 - (A) detailed knowledge of standard professional tasks;
 - (B) examples of modifications to standard procedures and practices and contributions to the development of new techniques and methodologies;
 - (C) professional contribution relevant to the discipline at a local level.
 - (ii) Possession of postgraduate qualifications, additional pass degrees or postgraduate developmental experience through attendance at specialist seminars or in-service presentations relevant to the discipline.
 - (iii) Evidence of recognition by peers, industry or other client groups as shown by one or more of the following (the activities used as evidence will vary with the discipline of the applicant):
 - (A) original in-service presentations;

- (B) published papers;
 - (C) active involvement in conferences and seminars;
 - (D) consultancies;
 - (E) recognition as a resource person who collects, collates and imparts knowledge in a particular area;
 - (F) preparation of significant internal reports;
 - (G) leadership and originality in the conceptualisation, design and/or implementation of professional work programs;
 - (H) undertaking work within the area of corrections under limited direction (including the ability to initiate, undertake, manage and evaluate projects);
 - (I) coordinating, training and developing professional staff.
- (iv) Demonstrated skills at a higher level in areas such as offender management, community liaison/development and/or demonstrated levels of performance and innovation through:
- (A) a history of satisfactory performance;
 - (B) demonstrated high levels of efficiency and effectiveness;
 - (C) demonstrated high level of responsibility and initiative.
- (d) Where an applicant is assessed by a selection panel as not meeting the criteria prescribed in clause 12.5(c)(iv), the selection panel will, upon the request of the applicant, provide feedback to the applicant including reasons for its decision.

12.6 Movement within classification levels (increments) - general

Subject to clause 12.7 movement within classification levels is based on meeting the following requirements:

- (a) Except in the case of a promotion or transfer and promotion from one classification level to another, an increase is not to be made to the salary of any employee until:
- (i) In the case of a full-time employee, the employee has received a salary at a particular classification and paypoint for a period of 12 months.
 - (ii) In the case of a part-time employee:
 - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
 - (B) the employee has worked 1,200 ordinary hours in such classification.
 - (iii) In the case of a casual employee with 12 months' **continuous service** with the same employer:
 - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and

(B) the employee has worked 1,200 ordinary hours in such classification.

For the purpose of clause 12.6(a)(iii), **continuous service** for a casual employee is considered to be broken if more than three months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.

- (b) Notwithstanding anything contained elsewhere in this Award, an employee is not entitled to move to the next salary increment level by virtue of the Award unless the conduct, diligence and efficiency of the employee has been certified by the employer to have been and to be satisfactory.
- (c) The employer will move an employee to the next salary increment level automatically on the date the salary increase is due (as calculated in accordance with clause 12.6(a)) unless a formal performance improvement plan has commenced in relation to unsatisfactory performance or conduct by the employee.

12.7 Movement within classification levels (increments) - prescribed criteria and other arrangements

(a) **Employees in the Field Supervisor stream**

An employee in the Field Supervisor stream:

- (i) shall be appointed to classification level FS1 at the time of their initial appointment to a position in the Field Supervisor stream.
- (ii) must possess a Certificate IV in Correctional Practice in order to progress to classification level FS2.
- (iii) must possess a Diploma in Correctional Administration in order to progress to classification level FS5.

(b) **Trade instructors and farm officers**

- (i) Subject to the qualification criteria prescribed in clause 12.7(b)(iii), a trade instructor or farm officer shall progress through the following paypoints:
 - classification level GS1, paypoint 3
 - classification level GS1, paypoint 5
 - classification level GS1, paypoint 8
 - classification level GS2, paypoint 1
 - classification level GS2, paypoint 2
- (ii) To avoid confusion, pursuant to clause 12.7(b)(i), a trade instructor or farm officer:
 - (A) shall not move through paypoints 1, 2, 4, 6, 7 and 9 in classification level GS1;
 - (B) shall move from classification level GS1, paypoint 8 to classification level GS2, paypoint 1 in accordance with clause 12.5; and
 - (C) shall not move past classification level GS2, paypoint 2.
- (iii) A trade instructor or a farm officer must possess:

- (A) a Certificate III in Correctional Practice in order to move beyond classification level GS1, paypoint 3.
- (B) a trade qualification or farming qualification to Certificate III level or relevant experience to an AQF-4 level trade or farming qualification, as assessed by an accredited external assessor, in order to move beyond classification level GS1, paypoint 5.
- (C) a relevant AQF-5 (post trade) qualification in order to move beyond classification level GS2, paypoint 1. The relevant AQF-5 (post trade) qualification need not be trade specific.

(c) **Employees in the General stream, other than trade instructors and farm officers, who possess a relevant AQF-7 qualification**

- (i) Subject to clause 12.7(c)(iii), an employee in the General stream, **other than** a trade instructor or farm officer, who possesses a relevant AQF-7 qualification shall progress through the following paypoints:

- classification level GS1, paypoint 5
- classification level GS1, paypoint 6
- classification level GS1, paypoint 8
- classification level GS2, paypoint 1
- classification level GS2, paypoint 2
- classification level GS2, paypoint 3
- classification level GS2, paypoint 4

- (ii) to avoid confusion, pursuant to clause 12.7(c)(i), an employee in the General stream, **other than** a trade instructor or farm officer, who possesses a relevant AQF-7 qualification:

(A) shall not move through paypoints 1, 2, 3, 4, 7 and 9 in classification level GS1;

(B) shall move from classification level GS1, paypoint 8 to classification level GS2, paypoint 1 in accordance with clause 12.5.

- (iii) Employees in the General stream, **other than** a trade instructor or farm officer, who immediately prior to the making of this Award were entitled to progress through the paypoints set out at 12.7(c)(i) above shall continue to be progressed as if they possessed a relevant AQF-7 qualification.

(d) **All other employees in the General stream**

In addition to the requirements prescribed in clause 12.6, an employee in the General stream, **other than** a trade instructor or a farm officer, who does not possess a relevant AQF-7 qualification must possess:

- (i) a Certificate III in Correctional Practice in order to move beyond classification level GS1, paypoint 2.
- (ii) a Certificate IV in Correctional Practice in order to move beyond classification level GS1, paypoint 4.
- (iii) a Diploma in Correctional Administration in order to move beyond classification level GS1, paypoint 7.

12.8 Performance of higher duties

An employee directed to temporarily fill a position at a higher classification level for a period exceeding the minimum period prescribed in the following table shall be paid extra remuneration at the first paypoint of the classification level of the position being temporarily filled:

<u>Position employee is engaged in</u>	<u>Minimum period</u>
(i) shift worker rostered to work 12 hour shifts	two consecutive 12 hour shifts
(ii) any other position	three consecutive working days

13. Allowances

13.1 Dog handlers allowance

- (a) A full-time employee in the General stream engaged to perform the duties of a dog handler, where a QCS dog is kennelled at the home of an employee and the employee is responsible for the care and maintenance of the dog during hours rostered off duty, shall be paid an additional allowance of \$306.20 per fortnight.
- (b) The dog handlers allowance shall be paid during all periods of leave.
- (c) All food, equipment and associated costs needed to properly care for and maintain the dog shall be paid for by the employer.

13.2 Locality allowance

Note: Where a directive about locality allowance covers an employee, the provisions of the directive apply to the employee.

13.3 Motor vehicle allowance

- (a) Where the employer requires an employee to use their own vehicle in or in connection with the performance of their duties, for travel away from their usual place of work, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
 - (i) motor vehicle - \$0.77 per kilometre; and
 - (ii) motorcycle - \$0.26 per kilometre.
- (b) The employer may require an employee to record full details of all such official travel requirements in a log book.

13.4 Work camp allowances

(a) Incidental allowance

An employee in the Field Supervisor stream shall be paid an incidental allowance at the rate of \$61.22 per fortnight for all time worked at a work camp.

(b) **Special circumstances allowance**

An employee in the Field Supervisor stream shall be paid, in addition to their ordinary salary, a special circumstances allowance of 16% for all time worked in recognition of the peculiar work arrangements associated with work camp operations and the duties of employees in the Field Supervisor stream including, but not limited to, the requirement to:

- (i) account for all prisoners assigned to a particular work camp from the time of the prisoners' departure from a correctional centre until their return to the correctional centre at the end of the normal working period for that work camp;
 - (ii) take responsibility for all operations undertaken at the work camp to which they are assigned; and
 - (iii) respond to emergencies and perform routine security procedures and administrative tasks outside of the nominal daily hours of duty.
- (c) An employee in receipt of the Incidental allowance prescribed at clause 13.4(a) or the Special circumstances allowance prescribed at clause 13.4(b) shall be paid such allowances during periods of annual leave, sick leave, public holidays and long service leave.

13.5 Adjustment of monetary allowances

- (a) The monetary allowances specified in clauses 13.1 (dog handlers allowance) and 13.4(a) (incidental allowance) shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowance at clause 13.3 (motor vehicle allowance) shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Motor vehicle allowance <i>(last adjusted 1 September 2014)</i>	Private motoring sub-group

14. Superannuation

- (a) Subject to Commonwealth legislation and clause 14(b), the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to the appropriate fund prescribed in the abovementioned Queensland legislation.

PART 5 - Hours of Work and Related Matters

15. Hours of duty

15.1 Ordinary hours of duty

- (a) The ordinary hours of duty for all employees covered by this Award, inclusive of meal breaks, shall be an average of 38 hours per week.
- (b) The ordinary hours of duty shall be worked on the basis of 152 hours within a work cycle not exceeding 28 days, with provision for no less than 8 days off in a work cycle of 28 days.
- (c) The ordinary hours of duty may be between 4 hours and 12 hours per day.

15.2 Day work arrangements

- (a) The spread of ordinary hours of duty for day workers shall be between 0600 and 1800 on each day, Monday to Sunday.
- (b) The employer may stagger the ordinary starting and finishing times of various groups of employees or individual employees.
- (c) Employees are required to observe the nominated starting and finishing times for the work day including designated breaks to maximise available working time.

15.3 Shift work arrangements

- (a) Shift work may be introduced to meet operational requirements. Such shift work shall be worked in accordance with a roster established by the employer after consultation with the employees directly affected.
- (b) Broken duty will only be worked following mutual agreement between the employer and affected employee/s and consultation with the union.
- (c)
 - (i) New/flexible shift arrangements can only be implemented by agreement between the employer and the majority of employees directly affected. In considering any proposal to introduce new shift arrangement or to alter existing arrangements neither party is to unreasonably withhold agreement.
 - (ii) For the purpose of this clause **agreement** is defined as obtaining consent of greater than 50% of employees directly affected as determined by a secret ballot.
 - (iii) Any agreement reached must be documented and a copy of the agreement shall be forwarded to the union.
 - (iv) If the parties cannot agree in relation to any proposal to introduce new/flexible shift arrangements either party may, after following the dispute resolution procedure prescribed at clause 7.1, refer the matter to the Commission for arbitration.

15.4 Rosters

- (a) A roster setting out the employees' days of duty and starting and finishing times on such days shall either be displayed in a convenient place or made available electronically to employees at least one work cycle in advance.

- (b) Changes within a roster shall be by agreement between the employer and the employee concerned but failing agreement 24 hours' notice of any change in the roster must be given by the employer or double time is to be paid for the employee's next shift.
- (c) Subject to operational requirements and the approval of the employer, rostered shifts may be mutually exchanged between employees provided such exchange occurs within the same pay period.

15.5 Payment for working ordinary hours - day workers

All ordinary hours of duty performed by an employee within the ordinary spread of hours prescribed in clause 15.2 shall be paid for as follows:

- (a) Monday to Friday - ordinary time;
- (b) between 0000 and 2400 on a Saturday - time and one-half;
- (c) between 0000 and 2400 on a Sunday - double time; and
- (d) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.

15.6 Payment for working ordinary hours - shift workers

- (a) Subject to clause 15.6(b) all employees who work an afternoon shift or night shift are to be paid, in addition to their ordinary salary, an allowance of 15% for all ordinary time worked on such shifts. This allowance shall not apply to work performed between 0000 on a Saturday and 2400 on a Sunday.
- (b) All ordinary hours of duty worked by a shift worker on a weekend or a public holiday will be paid for as follows:
 - (i) between 0000 and 2400 on a Saturday - time and one-half;
 - (ii) between 0000 and 2400 on a Sunday - double time; and
 - (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.
- (c) Aggregated shift work payment
 - (i) The parties to this Award may agree to a system of remuneration that involves an aggregation of specified entitlements payable under this Award for the working of shift work.
 - (ii) Any aggregated shift allowance payments for Field Supervisors shall be paid during periods of annual leave, sick leave, public holidays and long service leave.

15.7 Escort and escape duty

An employee undertaking periods of escort duty or escape duty shall be afforded adequate sleeping time which shall not count as working time.

16. Meal breaks

16.1 Meal breaks - day workers

- (a) All day workers who work in excess of 6 hours on any day shall be allowed not less than 30 minutes for an unpaid meal break between the third and sixth hours of duty.
- (b) Where a day worker works for 6 hours duration or less a meal break will not be provided.

16.2 Meal breaks - shift workers

- (a) Subject to the qualifications contained elsewhere in clause 16.2, all shift workers shall be allowed a 30 minute meal break at an operationally convenient time, to be completed between the third and sixth hours of duty.
- (b) Where a shift is of 6 hours duration or less a meal break will not be provided.
- (c) Where a shift exceeds 10 hours duration an additional meal break shall be allowed at an operationally convenient time.
- (d) The hours of duty of shift workers will be inclusive of meal breaks. Meal breaks will be taken so as not to interfere with operational requirements.
- (e)
 - (i) Where a shift is of 10 hours duration or less, an employee shall be allowed, where practicable, to take a meal break away from their work station.
 - (ii) Where a shift exceeds 10 hours duration, an employee shall be allowed to take at least one meal break away from their work station.
 - (iii) Where an employee, other than a custodial correctional officer, takes a meal break away from their work station the 30 minute meal break shall include walking time.
 - (iv) Custodial correctional officers shall be entitled to an uninterrupted meal break of not less than 30 minutes.

16.3 Provision of meals - shift workers

- (a) The employer shall provide a meal free of charge to shift workers.
- (b) The meals provided in accordance with clause 16.3(a) shall be common to those meals provided to inmates, offenders and detainees.

17. Rest pauses - both day workers and shift workers

- (a) All employees are entitled to a paid rest pause of 10 minutes duration in the first and second half of the working day, subject to the following qualifications:
 - (i) An employee who works for 3 hours or less shall not be entitled to a rest pause.
 - (ii) An employee who works for more than 3 hours but less than 6 ordinary hours in any day shall be entitled to one 10 minute rest pause.
 - (iii) An employee who works for at least 6 ordinary hours in any day shall be entitled to two 10 minute rest pauses.
- (b) Where applicable, the employer may determine that the rest pauses may be combined into one 20 minute rest pause.
- (c) All rest pauses shall be taken at the employee's designated duty station at times that suit operational requirements as determined by the employer.

18. Overtime

18.1 Overtime - general

- (a) Employees shall work reasonable overtime whenever necessary in the opinion of the employer, but 24 hours' notice shall be given, where practicable, to an employee required to work overtime.
- (b) Overtime is to be calculated to the nearest quarter of an hour.
- (c) Overtime shall be paid on the employee's base rate.
- (d) Subject to clauses 18.5 and 18.6, a minimum payment as for 3 hours' work shall apply to all overtime worked on a Saturday or a Sunday.
- (e) An employee receiving higher duties payments in accordance with clause 12.7 for temporarily filling a position for which overtime payments are applicable is entitled to be paid for all authorised overtime at the rate applicable to the classification level and paypoint of the position being temporarily filled.

18.2 Payment for overtime - day workers

- (a) All authorised overtime worked by an employee in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on a Monday to Friday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on a Saturday shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (c) All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time.
- (d) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.

18.3 Payment for overtime - shift workers

- (a) Field Supervisor stream
 - (i) Subject to clause 18.3(a)(ii), where an employee in the Field Supervisor stream is rostered (on average) for eight days ordinary duty in each working fortnight (that is 24 days in each six week working period), in circumstances where such employees are required to work a calendar day additional to those prescribed by their roster, those officers shall be paid one day's pay at double-time rates and *pro rata* amounts when more or less than one full day's work is performed.
 - (ii) Roster variations to allow relevant staff members to take an alternative day off duty in lieu of the overtime calculations prescribed in clause 18.3(a)(i) shall be implemented by agreement between the directly affected employee/s and the employer. Such roster variations or alternative day off arrangements are to be agreed and approved by the employer prior to the relevant work being performed.
- (b) General stream
 - (i) Subject to clause 18.3(b)(ii), a shift worker in the General stream shall be paid for all overtime at the rate of double time.

- (ii) All authorised overtime worked by a shift worker in the General stream on a public holiday shall be paid for at the rate prescribed in clause 23.1.

18.4 On call - additional payments

- (a) Where an employee is instructed to be available on call outside ordinary or rostered working hours the employee shall be paid, in addition to their ordinary rate of pay, an allowance based upon the hourly rate of classification level GS1, paypoint 7, in accordance with the following scale:
 - (i) where an employee is on call throughout the whole of a rostered day off or a public holiday: 95% of the prescribed hourly rate;
 - (ii) where an employee is on call during the night only of a rostered day off, an accrued day off or public holiday: 60% of the prescribed hourly rate; and
 - (iii) where an employee is on call on any other night: 47.5% of the prescribed hourly rate.
- (b) For the purpose of calculating the hourly rate, the divisor shall be based upon a 38 hour week and calculated to the nearest \$0.05.
- (c) For the purpose of clause 18.4 a **night** is deemed to consist of those hours falling between 1700 and 0800 or mainly between such hours.
- (d) Any on call roster will be implemented by the employer after consultation between the employer and the affected employees.
- (e) Where practicable the employer shall not require an employee to be continuously available on call for a period in excess of six weeks.

18.5 Recall to duty - from on call

- (a) **Monday to Friday** - an employee on call being recalled to perform duty shall be paid for the time worked at the overtime rate prescribed in clauses 18.2 or 18.3 with a minimum payment as for 2 hours' work inclusive of travelling time from home and return.
- (b) **Saturday or a Sunday** - an employee on call being recalled to perform duty on a Saturday or a Sunday is to be paid for such overtime at the appropriate overtime rate prescribed in clauses 18.2 or 18.3 with a minimum payment as for 2 hours' work inclusive of travelling time from home and return **or**, at the employee's option, be granted time off in lieu at a mutually convenient time equivalent to the number of hours worked.
- (c) **Public holiday** - an employee on call being recalled to perform duty on a public holiday is to be paid for such overtime at the appropriate overtime rate prescribed in clause 23.1 with a minimum payment as for 4 hours' work inclusive of travelling time from home and return **or**, at the employee's option, be granted time off in lieu at a mutually convenient time equivalent to the number of hours worked. An employee who is granted equivalent time off in lieu shall also be paid at half the ordinary rate for the time so worked with a minimum payment as for 4 hours' work.
- (d)
 - (i) An employee on call who undertakes duties without the need to leave the employee's place of residence shall be paid at the appropriate overtime rate prescribed in clauses 18.2 and 18.3 for the actual time worked up to a maximum of 2 hours on any one day.
 - (ii) The employee will be responsible for the recording of the nature and the times of contact in respect of the matters mentioned in clause 18.5(d)(i) for subsequent verification by the employer.

- (e) Any overtime payable in accordance with clause 18.5 shall be in addition to the on call allowances prescribed in clause 18.4(a).

18.6 Recall to duty - other than from on call

Subject to clause 23.1(c), an employee (**other than an employee on call**) having been recalled to perform duty on any day of the week, Monday to Sunday inclusive, shall be paid for the time worked with a minimum payment as for 3 hours for each call out at the prescribed overtime rate.

18.7 Transport costs on recall

Where an employee is recalled to perform work during an off duty period the employee shall be provided with transport to and from the employee's home or be refunded the cost of such transport.

18.8 Rest period after overtime

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred during that period shall be released after completion of such overtime until 10 consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

PART 6 - Leave of Absence and Public Holidays

19. Annual leave

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 to 19.3 supplement the QES.

19.1 Entitlement to annual leave

Employees in:

- (a) the Field Supervisor stream; and
- (b) the General stream who are in receipt of an aggregated shift penalty which has been determined based on a shift pattern which includes provision for 12 hour shifts and the working of shifts, both day and night, on all seven days of the week,

shall be entitled to 190 hours of annual leave for each completed year of employment with the employer.

19.2 Payment for annual leave

- (a) A continuous shift worker proceeding on annual leave is entitled to receive an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave, plus a further amount equal to 27.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave.
- (b) All other employees proceeding on annual leave are entitled to receive an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the

period of such leave, plus a further amount equal to 17.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave.

19.3 Broken leave

By agreement between the employer and an employee annual leave may be taken in broken periods.

Note: Where a directive about annual leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

20. Personal leave

- (a) Personal leave is provided for in Division 6 of the QES and covers:
 - (i) sick leave;
 - (ii) carer's leave;
 - (iii) bereavement leave; and
 - (iv) cultural leave.
- (b) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (c) An employee may also elect, with the consent of the employer, to take annual leave for carer's leave purposes.
- (d) An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.
- (e) Personal leave shall be debited from an employee's personal leave balance as follows:
 - (i) An employee in the Field Supervisor stream - on the basis of 7.6 hours for each calendar day's absence from duty and on a *pro rata* basis for every part of a day.
 - (ii) An employee in the General stream - on a time for time basis, in accordance with the employee's roster.

Note: Where a directive about sick leave or bereavement leave covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement.

21. Parental leave

- (a) Parental leave is provided for in Division 8 of the QES and covers:
 - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
 - (ii) adoption leave; and
 - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 8 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.

- (c) (i) An employee who is pregnant, whether or not she has given her employer written notice of the date/s on which she proposes to start and/or end maternity leave, must:
 - (A) commence maternity leave at least 6 weeks prior to the expected date of birth of her child; and
 - (B) remain on maternity leave until at least 6 weeks after the birth of the child.
- (ii) An employer may at the request of the employee and on receipt of a certificate from a medical practitioner certifying that in the opinion of the medical practitioner:
 - (A) the employee is fit for duty until a specified date - reduce the period mentioned in clause 21(c)(i)(A); or
 - (B) the employee is fit to resume duty - reduce the period mentioned in clause 21(c)(i)(B).
- (iii) If the employer makes a decision under clause 21(c)(ii)(A) to reduce the period, the approval is of effect until:
 - (A) the day specified in the medical certificate; or
 - (B) the day 14 days after the day the employer revokes the decision by giving written notice to the employee; or
 - (C) the employee commences maternity leave; or
 - (D) the day of the employee's confinement,whichever happens first.
- (d) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (e) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (f) In addition to the provisions of Subdivision 6 of Division 8 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (g) If the position mentioned in clause 21(f) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (h) The employer must make a position to which the employee is entitled available to the employee.
- (i) (i) An employee who is the parent of a child may apply, at any time, to their employer to work on a part-time basis in order to be the child's primary caregiver when not at work.
- (ii) The requirements concerning the manner in which the employee may make an application to work part-time under clause 21(i)(i) are the same as those contained in the QES with

respect to applications to return to work on a part-time basis for an employee on parental leave (i.e. s 75).

- (iii) The period in relation to which an application under clause 21(i) may be made cannot extend beyond the day the child is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.
- (iv) The requirements concerning the manner by which the employer is to assess any application by an employee to work part-time are the same as those contained in the QES with respect to assessing applications to return to work on a part-time basis for an employee on parental leave (i.e. s 76).

Note: Where a directive about paid parental leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

22. Long service leave

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES. Clause 22(b) supplements the QES.
- (b) In lieu of the provisions of sections 95(2)(a) and (b) of the Act, all employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

Note: Where a directive about long service leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

23. Public holidays

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 to 23.5 supplement the QES provisions.

23.1 Payment for public holidays and for work on a public holiday

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
 - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
 - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clauses 18.2 or 18.3, as the case may be.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

23.2 Equivalent time off

- (a) Subject to clause 23.1, an employee who performs work on any public holiday, or any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday, shall at the employee's option receive time off equivalent to the number of hours worked with a minimum of 4 hours in lieu of monetary compensation.
- (b) Where an employee elects to take equivalent time off such employee shall in addition be paid at half the ordinary rate with a minimum as for 4 hours' work.
- (c) Subject to clause 23.2(d), where an employee elects to take equivalent time off, such time off shall, at the employee's option, be taken in conjunction with annual leave or taken within 28 days of the public holiday on which the employee worked.
- (d) Where an employee elects to take equivalent time off in conjunction with annual leave, the time off shall not exceed 10 working days in any 1 year, or 20 working days in the case of an employee who has permission to accumulate annual leave for 2 years.

23.3 Substitution

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

23.4 Employees who do not ordinarily work Monday to Friday of each week

- (a) An employee (other than a casual employee) who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
 - (i) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
 - (ii) Where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, an employee (other than a casual employee) who would ordinarily have worked on such Saturday or Sunday but who is not rostered to work on such day is entitled to payment for the public holiday or a substituted day's leave.
- (b) 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.
- (c) Nothing in clause 23.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

23.5 Additional provisions for shift workers

- (a) A shift worker (other than a casual employee) who is rostered off duty on any public holiday shall be paid an additional day's wage or, by mutual agreement between the employer and the employee, be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, including by taking it in conjunction with annual leave.
- (b) For the purpose of clause 23.5(a) **additional day's wage** and **a day's holiday in lieu** means applicable ordinary rostered hours.

- (c) All hours worked by a shift worker on a public holiday shall be paid for at the rate prescribed in clause 23.1.

24. Jury service

Jury service is provided for in Division 12 of the QES.

PART 7 - Uniforms

25. Uniforms

Where the employer requires an employee to wear a uniform, the employee shall be supplied sufficient and suitable uniforms of good quality as approved by the employer. Uniforms shall be replaced on a fair wear and tear basis.

PART 8 - Training and Related Matters

26. Training, learning and development

- (a) The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.
- (b) Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.
- (c) A consultative mechanism and procedure involving representatives of management, employees and the union shall be established as determined by the chief executive, having regard to the size, structure and needs of the employer.
- (d) Following consultation, the chief executive shall develop a learning and development strategy consistent with:
 - (i) the current and future needs of the employer;
 - (ii) the size, structure and nature of the operations of the employer; and
 - (iii) the need to develop vocational skills relevant to the employer through courses conducted wherever possible by accredited educational institutions and providers.
- (e) Training, learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.
- (f) Training, learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills consistent with the Australian Qualifications Framework.
- (g) All such training, learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled training, learning and development activities.
- (h) Employees will be expected to attend compulsory training and development activities at the employer's cost.

PART 9 - Union Related Matters

27. Union encouragement

- (a) The parties recognise 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.
- (b) An application for union membership and information on the union will be provided to all employees at the point of engagement.
- (c) Information on the union will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.

28. Union delegates

- (a) The parties acknowledge the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) 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.
- (c) 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.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

29. Industrial relations education leave

- (a) 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 further the effective operation of grievance and dispute settlement procedures.
- (b) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the chief executive, to attend industrial relations education sessions.
- (c) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive, the union and the employee.
- (d) Upon request and subject to approval by the chief executive, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.

- (e) The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the work unit concerned. At the same time, such leave shall not be unreasonably refused.
- (f) At the discretion of the chief executive, employees may be granted special leave without pay to undertake work with the union.

30. Right of entry

- (a) Authorised industrial officer
 - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
 - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
 - (i) An authorised industrial officer may enter a workplace at which the employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
 - (A) has notified the employer or the employer's representative of the officer's presence; and
 - (B) produces their authorisation, if required by the employer or the employer's representative.
 - (ii) Clause 30(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
 - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
 - (iv) If the authorised industrial officer does not comply with a condition of clause 30(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
 - (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
 - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
 - (A) is ineligible to become a member of the authorised industrial officer's union; or
 - (B) has made a written request to the employer that they do not want their record inspected.
 - (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.

- (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.

(d) Discussions with employees

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the union:

- (i) matters under the Act during working or non-working time; and
- (ii) any other matter with a member or employee eligible to become a member of the union, during non-working time.

(e) Conduct

- (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
- (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

Note: Clause 30 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.

Schedule 1 - Supported Wage System

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

Definitions - In this Schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this Award for the class of work for which an employee is engaged

supported wage system (sws) means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

sws wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

Eligibility criteria

- (a) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.
- (b) This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the *Workers' Compensation and Rehabilitation Act 2003*.

Supported wage rates

- (a) Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Table and Note:

Assessed capacity (see below)	Relevant minimum wage*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

*Note: The minimum amount payable to an employee receiving a supported wage must not be less than \$82 per week.

- (b) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

Assessment of capacity

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the sws by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (b) All assessments made under this Schedule must be documented in a sws wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the sws.

Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Award on a *pro rata* basis.

Workplace adjustment

If the employer wishes to employ a person under the provisions of this Schedule it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation.

Trial period

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount recorded in the Note under the Table (above).
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment (see **Assessment of capacity** - above).

By the Commission,
[L.S.] J. STEEL,
Industrial Registrar.