

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**DEPARTMENT OF CORRECTIVE SERVICES CORRECTIONAL EMPLOYEES'
AWARD - STATE 2005**

Following the Declaration of the General Ruling in the 2011 State Wage Case (matter numbers B/2011/17 and B/2011/19), the Department of Corrective Services Correctional Employees' Award - State 2005 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Department of Corrective Services Correctional Employees' Award - State 2005 as at 1 September 2011.

Dated 1 December 2011.

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

**DEPARTMENT OF CORRECTIVE SERVICES CORRECTIONAL EMPLOYEES'
AWARD - STATE 2005**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Department of Corrective Services Correctional Employees' Award - State 2005.

1.2 Arrangement

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1.3 Coverage

This Award applies to both the Department of Corrective Services and to those Employees of the Department whose salaries and rates of pay are fixed by this Award as set out in Schedule 1.

1.4 Date of operation

This Award takes effect from 21 November 2005.

1.5 Paid rates award

This Award is a paid rates award.

1.6 Applicable legislation and other industrial instruments

1.6.1 The provisions of this Award shall be read in conjunction with applicable legislation such as the *Corrective Services Act 2000* and Regulations, *Public Service Act 1996* and Regulations and Directives issued under the *Public Service Act 1996*.

1.6.2 The provisions of the Award shall be read in conjunction with relevant certified agreements to the extent of any inconsistency between this Award and a certified agreement the certified agreement will take precedence.

1.7 Definitions

1.7.1 "Act" means the *Industrial Relations Act 1999* as amended and replaced from time to time.

1.7.2 "Afternoon Shift" means any shift commencing on or after 12 noon and finishing after 6.00 p.m. and at or before midnight.

1.7.3 "Broken Duty" means work performed in more than one continuous period on any one day equivalent to the total ordinary daily working hours.

1.7.4 "Casual Employee" means an Employee who is engaged on an irregular basis to cover unscheduled absences or immediate unforeseeable circumstances that require additional staffing.

1.7.5 "Classification Level" shall comprise a number of Paypoints through which Employees will be eligible to progress, as identified in Schedule 1.

1.7.6 "Commission" means the Queensland Industrial Relations Commission.

1.7.7 "Continuous Shift Work" means work done by separate relays of Employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a 7 day week.

1.7.8 "Day Shift" means any shift other than an Afternoon Shift or Night Shift.

1.7.9 "Day Work" means work performed other than upon a shift work basis.

1.7.10 "Department" means Department of Corrective Services constituted by the *Corrective Services Act 2000*.

1.7.11 "Employee" means an Employee remunerated under Schedule 1 of this Award.

1.7.12 "Generic Level Statement" means a broad, concise statement of the duties, skills and responsibilities indicative of a given Classification Level.

1.7.13 "Increment" means for all Employees an increase in salary from one Paypoint to the next highest Paypoint.

1.7.14 "Night Shift" means any shift commencing on or after 6.00 p.m. and finishing after midnight.

1.7.15 "Non-Continuous Shift Work" means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week.

1.7.16 "Part-time Employee" means an Employee who is engaged on a regular basis with ordinary hours of less than 38 hours per week.

1.7.17 "Paypoint" means the specific rate of remuneration payable to Employees within a Classification Level.

1.7.18 "Temporary Employee" means an Employee who may be engaged either on a full-time or part-time basis for the purpose of meeting temporary circumstances.

1.7.19 "Union/QPSU" means The Queensland Public Sector Union of Employees.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

2.2 Procedures to implement facilitative award provisions

- 2.2.1 Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the Director-General and the QPSU or the Director-General 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 QPSU depending upon the particular Award provisions.
 - (b) Employees may be represented by their local QPSU delegate/s and shall have the right to be represented by their local QPSU 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 QPSU 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 as a group. 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 change to the shift roster the relevant Union/s are to be notified in writing at least one week in advance of agreement being sought.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Prevention and settlement of disputes

- 3.1.1 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.
- 3.1.2 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.
- 3.1.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate Employee representatives.
- 3.1.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:

- (a) The matter is to be discussed by the Employee's QPSU representative and/or the Employee/s concerned (where appropriate) and the General Manager/Manager in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days.
- (b) If the matter is not resolved under clause 3.1.4(a), it shall be referred by the QPSU representative and/or the Employee/s to the Executive Director/Director who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days.
- (c) If the matter remains unresolved it may be referred to the Director-General or nominee for discussion and appropriate action. This process should not exceed 14 days.
- (d) If the matter is not resolved then it may be referred by either party to the Commission for conciliation.

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

3.2 Employee grievance procedures

3.2.1 Grievances in relation to the individual interests of an Employee, will be managed according to the relevant Directive made under the provisions of section 34 of the *Public Service Act 1996* existing at the date of this Award and any amendments thereto.

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

4.1 Contract of employment

4.1.1 Every Employee covered by this Award shall, upon appointment, be advised of their employment status. This status shall either be:

- (a) Full-time (as defined)
- (b) Part-time (as defined)
- (c) Temporary (as defined)
- (d) Casual (as defined)

4.2 Full-time employment

4.2.1 A full-time Employee will be engaged either on a permanent or temporary basis for an average of 38 hours per week in accordance with clause 6.1.

4.3 Part-time employment

4.3.1 A Part-time Employee will be engaged either on a permanent or temporary basis with ordinary hours of less than 38 hours per week.

4.3.2 Part-time employment shall be available to all Employees, subject to operational requirements and Departmental approval.

4.3.3 The following conditions shall be applicable to approved Part-time work:

- (a) The work cycle of a Part-time Employee shall be determined by the Department in consultation with the Employee. The Department shall be required to consider operational requirements and the specific needs of the Employee in determining the relevant work cycle.
- (b) The spread of ordinary hours for a Part-time Employee shall be the same as those prescribed for a Full-time Employee under this Award.
- (c) The agreed number of ordinary hours per work cycle or the agreed pattern of work may be amended by mutual agreement. Any agreed alteration to the number of ordinary hours worked or the pattern of work will be recorded in writing.
- (d) Where mutual agreement is reached on amendment of the pattern of work or the agreed ordinary hours worked by the Part-time Employee, and where such hours are in addition to the number of hours specified to be worked in the work cycle, a Part-time Employee shall be entitled to payment at the ordinary hourly rate. The additional hours so worked shall be taken into account in the *pro rata* calculation of all entitlements.

- (e) Where changes to the hours of work or pattern of work cannot be mutually agreed and the Department directs the Part-time Employee to work additional hours or changes the agreed pattern of work, the Employee shall be eligible for payment of overtime in accordance with clause 6.8.
- (f) The hourly rate of pay for a Part-time Employee shall be the same as that for a Full-time Employee appointed to, or directed to assume duty, at the same Classification Level.
- (g) The public holiday provisions of the Award shall apply, provided that payment shall only be made for hours actually worked:

Provided further that a Part-time Employee who usually works on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the ordinary hours which the Employee would normally have worked if that day had not been a public holiday.

- (h) Salary Increments shall be payable to Part-time Employees in accordance with clause 5.7.
- (i) A Part-time Employee shall be entitled to any applicable allowances on a *pro rata* basis, provided that the following allowances shall apply in full:
 - (i) Travelling allowance;
 - (ii) On-call allowance;
 - (iii) Meal allowance;
 - (iv) Dog Handler's allowance;
 - (v) Locality allowance.

4.3.4 A Part-time Employee may be appointed to more than one position provided that the maximum number of ordinary hours for which they are employed by the Department shall be less than 38 per week.

4.3.5 Subject to clause 4.3, all provisions of this Award applicable to Full-time Employees shall apply to Part-time Employees on a *pro rata* basis.

4.3.6 Where an Employee and the employer agree, part-time employment may be converted to full time and vice-versa on a permanent basis or for a specified period of time. If such an Employee transfers from Full time to Part-time (or vice-versa), all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment, accrual will occur in accordance with the provisions relevant to part-time employment.

4.4 Temporary Employment

4.4.1 A Temporary Employee may be engaged either on a full-time or part-time basis only for the purpose of meeting temporary circumstances.

4.4.2 All Temporary Employees are to be provided with an appointment letter, within 2 weeks of the commencement of work, identifying 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.

4.4.3 A Temporary Employee shall be engaged for a period of 12 months or less in any one engagement.

4.5 Casual employment

4.5.1 An Employee may be employed on a casual basis in any classification of this Award provided that:

- (a) A Casual Employee will be paid on an hourly basis. Casual Employees shall not work more than 64 hours in any 14 day period.
- (b) Each engagement will stand alone, with a minimum payment of 2 hours in respect to each engagement.
- (c) The ordinary time hourly rate for a Casual Employee shall be the appropriate weekly rate for the class of work performed divided by 38 plus a casual loading of 23% for all ordinary time worked.
- (d) Where applicable, a Casual Employee shall be entitled to the provisions of overtime, weekend penalty rates and payment for work performed on public holidays.
- (e) A Casual Employee shall be entitled to payment of any applicable allowance, (excluding locality allowance), based *pro rata* on the number of hours worked in relation to the ordinary hours of the award classification.

- (f) Notwithstanding the regularity of weeks, days or hours previously worked, a Casual Employee is to have the right, without prejudice, to refuse work offered by the Department and the Department the right not to offer work.
- (g) Subject to the relevant provisions of the Act and except in accordance with clause 4.5, a Casual Employee shall not be entitled to any other Award provision.
- (h) Casual Employees are entitled to Increments in accordance with clause 5.7 of this Award.

4.6 Conditions of appointment on probationary service

4.6.1 The conditions of appointment of Employees on probationary service covered by this Award, shall be those prescribed in section 73 of the *Public Service Act 1996* and sections 5 to 7 of the *Public Service Regulation 1997* existing at the date of this Award and any amendments thereto.

4.7 Recognition of previous service

4.7.1 The conditions prescribed in the relevant Directive made under the provisions of section 34 of the *Public Service Act 1996* existing at the date of this Award and any amendments thereto apply to Employees covered by this Award.

4.7.2 Provided that Employees who have been employed in a temporary capacity and are subsequently appointed on probation, shall have such temporary service counted toward their probationary period if such service was performed within the 6 months preceding the appointment as a probationer.

4.8 Performance of higher duties

4.8.1 Extra remuneration for the performance of higher duties shall be payable in accordance with the relevant Directive made under the provisions of section 34 of the *Public Service Act 1996* existing at the date of this Award and any amendments thereto.

4.8.2 With respect to staff rostered to work 12 hour shifts, the minimum qualifying period to receive a higher duties allowance shall be more than 2 consecutive 12 hour shifts where the relevant percentage of work performed is 100%.

4.9 Incidental and peripheral tasks

4.9.1 The Department may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill and competence and training, provided that such duties are not designed to promote de-skilling.

4.9.2 The Department may direct an Employee to carry out such duties and use such tools and equipment as may be required:

Provided that the Employee has been properly trained in the use of such tools and equipment (where relevant).

4.9.3 A direction issued by the Department pursuant to clauses 4.9.1 and 4.9.2 shall be consistent with the Department's responsibilities to provide a safe and healthy working environment.

4.10 Termination of employment

4.10.1 Statement of employment

- (a) The Department shall, in the event of termination of employment, provide upon request to the Employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the Employee.

4.10.2 Termination by employer

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

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

- (b) In addition to the notice in clause 4.10.2(a), Employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts the employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the Employee; and
 - (ii) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the Employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a Casual Employee, or an Employee engaged by the hour or day, or an Employee engaged for a specific period or tasks.

4.10.3 *Notice of termination by Employee*

- (a) An Employee shall give a minimum of 2 weeks notice to the Department on the termination of service.
- (b) The Department may waive the requirement to provide 2 weeks' notice or any part thereof.
- (c) Failure to give the required notice entitles:
 - (i) The Department to consider withholding payment of equivalent value if the Employee fails to work the required notice period.
 - (ii) The Employee to pay for any period of notice the Department does not wish the Employee to serve.

4.10.4 Annual leave shall not be used to provide the notice periods in clause 4.10 other than by mutual agreement between the Department and the Employee. Agreement will not be unreasonably withheld.

4.10.5 *Time off during notice period*

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

4.11 Introduction of changes

4.11.1 *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 or unions.
- (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs:

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

4.11.2 *Employer's duty to consult over change*

- (a) The employer shall consult the Employees affected and, where relevant, their union or unions about the introduction of the changes, the effects the changes are likely to have on Employees (including the number and categories of Employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.11.1.

- (c) For the purpose of such consultation the employer shall provide in writing to the Employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees, and any other matters likely to affect Employees:

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

4.12 Redundancy

4.12.1 Consultation before terminations

- (a) Where the employer decides that the employer no longer wishes the job the Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the Employee directly affected and where relevant, their union or unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.12.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the Employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the Employees concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.12.2 Transfer to lower paid duties

- (a) Where an Employee is transferred to lower paid duties for reasons set out clause 4.12.1 the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated under clause 4.10.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the Employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the Employee; and
 - (ii) the amounts payable to the Employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the Employee's employment contract.

4.12.3 Transmission of business

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from the employer (transmittor) to another employer (transmittee), and an Employee who at the time of such transmission was an Employee of the transmittor of the business, becomes an Employee of the transmittee:
- (i) the continuity of the employment of the Employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the Employee has had with the transmittor or any prior transmittor shall be deemed to be service of the Employee with the transmittee.
- (b) In clause 4.12.3, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

4.12.4 Time off during notice period

- (a) Where a decision has been made to terminate an Employee in the circumstances outlined in clause 4.12.1, the Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.12.5 Notice to Centrelink

Where a decision has been made to terminate Employees in the circumstances outlined in clause 4.12.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the Employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.12.6 Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.10.2(a), and subject to further order of the Commission, an Employee whose employment is terminated for reasons set out in clause 4.12.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

4.12.7 Superannuation benefits

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

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

4.12.8 Employee leaving during notice

An Employee whose employment is terminated for reasons set out in clause 4.12.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such Employee remained with the employer until the expiry of such notice:

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

4.12.9 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.

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

Clause 4.12 (Redundancy) shall not apply to Employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the Employees of suitable alternative employment.

4.12.11 *Employees exempted*

Clause 4.12 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the Employee; or
- (b) to Employees engaged for a specific period or task(s); or
- (c) to Casual Employees

4.12.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.12 shall not apply to an employer including a company or companies that employ Employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A "company" shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or common shareholders with another company or companies

4.12.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.12.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from the employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor, and any prior transmittor, to be continuous service of the Employee with the transmittee; or
 - (ii) where the Employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee.
- (b) The Commission may amend clause 4.12.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.12.14 *Incapacity to pay*

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

4.12.15 *Employees of Queensland Government Departments and Agencies*

The provisions of clause 4.12 will not apply to Employees of Queensland government departments and agencies to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Public Service Commissioner or the Minister for Industrial Relations pursuant to section 34 of the *Public Service Act 1996*, where the Directive provides for entitlements that are superior to clause 4.12.

4.13 Anti-discrimination

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

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

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

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

4.13.4 Nothing in clause 4.13 is to be taken to affect:

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Queensland minimum wage

5.1.1 No Employee shall be paid less than the Queensland Minimum Wage.

5.1.2 Amount of Queensland adult minimum wage

- (a) The Queensland Minimum Wage for full-time adult Employees not covered by 5.1.4 is \$610.20 per week.
- (b) Adults employed under the Supported Wage Award - State 2002 shall continue to be entitled to receive the wage rates determined under that award: Provided that such Employees shall not be paid less than the amount determined by applying the percentage in the Supported Wage Award - State 2002 applicable to the Employee concerned to the amount of the minimum wage specified in clause 5.1.2(a).
- (c) Adults employed as Part-time or Casual Employees shall continue to receive the wage rates determined under the casual and Part-time clauses of the Award:

Provided such Employees shall not be paid less than *pro rata* the minimum wage specified in clause 5.1.2(a) according to the number of hours worked.

5.1.3 How the Queensland minimum wage applies to juniors

- (a) The wage rates provided for juniors by this Award continue to apply unless the amount determined under clause 5.1.3(b) is greater.
- (b) The Queensland Minimum Wage for an Employee to whom a junior wage rates clause applies is determined by applying the percentage in the junior wage rate clause applicable to the Employee concerned to the relevant amount in clause 5.1.2.

5.1.4 Application of Queensland minimum wage to special categories of Employees

- (a) Clause 5.1 has no application to a trainee or apprentice who is party to a training agreement registered under the *Training and Employment Act 2000*.

5.1.5 Application for Queensland minimum wage to award rates calculation

- (a) The Queensland Minimum Wage:
 - (i) Applies to all work in ordinary hours;

- (ii) Applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave and for all other purposes of this Award; and
- (iii) Is inclusive of the arbitrated State Wage Case adjustment provided by the Declaration of General Ruling operative from 1 September 2005 and all previous Safety Net and State Wage Adjustments.

5.2 Salaries

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

5.2.2 Subject to clauses 5.1 and 5.2.3 the salaries payable to Employees covered by this Award shall be as prescribed in Schedule 1 of this Award.

5.2.3 *WORC* Program

Notwithstanding anything in this Award, the salaries and conditions of employment contained in the "Employment Conditions Applicable to Certain Positions with the Department's Work Outreach Camps Program (*WORC* Program)" shall apply.

5.3 Generic level statements

5.3.1 Generic Level Statements for all Classification Levels shall be developed to the degree of complexity and responsibility of officers allocated to Classification Levels.

5.4 Work allocation

5.4.1 An Employee having either been appointed or relieving in an office within a Classification Level may be allocated and subsequently reallocated to any office within that particular Classification Level:

Provided that programs and custodial staff within a Correctional Centre may be required to function in multi disciplinary teams involving programs and custodial staff. Programs staff will not be directed to perform the static security duties of Custodial Correctional Officers. Existing Correctional Officers will not be directed to perform the duties of programs staff:

Provided further that officers allocated to the Corrections stream as at the date of operation of this Award, and who work in Community Corrections, shall not be transferred to Correctional Centres or *vice-versa*, without the officer's agreement. Similarly, existing programs staff working in Correctional centres shall not be transferred to work in Community Corrections.

5.5 Qualifications

5.5.1 *Corrections stream* - Except for Trades Instructors and Farm Officers whose qualification requirements are set out in clause 5.5.1(a), an Employee appointed to the Corrections Stream who has satisfied the requirements of the Diploma in Correctional Administration, shall be paid not less than Classification Level 1, Paypoint 3. An Employee appointed to the Corrections Stream who satisfies the requirement for a Degree, shall be paid not less than Classification Level 1, Paypoint 5. An Employee appointed to the Corrections Stream who satisfies the requirement for a Degree that requires in excess of 3 years to complete, shall be paid not less than Classification Level 1, Paypoint 6.

(a) An Employee appointed to the Corrections Stream as a Trades Instructor or as a Farm Officer who possess a Grade 12 standard of education but no trade or farming qualification to AQF-4 standard, shall be paid not less than Classification Level 1, Paypoint 3. Trades Instructors and Farm Officers who possess AQF-4 level qualifications on appointment, shall be paid not less than Classification Level 1, Paypoint 5. Trades Instructors and Farm Officers who possess Diploma (i.e. AQF-5) level qualifications on appointment, shall be paid not less than Classification Level 1, Paypoint 8 and such officers who possess Degree level qualifications (whether that be a 3 or 4 year Degree), shall be paid not less than Classification Level 2, Paypoint 1.

5.6 Movement between Classification Levels

5.6.1 Subject to clause 5.6.2, movement between Classification Levels will be based on appointment on merit to advertised vacancies.

5.6.2 Movement between Classification Levels in the corrections stream is prescribed as follows:

(a) Except for Trades Instructors and Farm Officers whose progression arrangements are set out in clause 5.7.5, movement from Classification Level 1 to Classification Level 2 of the Corrections Stream will be restricted

to persons who possess a relevant Degree or equivalent qualification or experience as deemed appropriate by the Department of Corrective Services.

(b) Applicants for movement within the Corrections Stream from Level 2 to Level 3 shall possess a relevant degree qualification or agreed equivalent and shall be assessed by a Selection Panel on the following criteria:

(i) Demonstrated professional expertise in one or more areas of a discipline shown by:

(A) detailed knowledge of standard professional tasks;

(B) examples of modifications to standard procedures and contributions to the development of new techniques and methodologies; and/or

(C) professional contribution relevant to the discipline at a local level.

(ii) Possession of postgraduate qualifications, additional pass degrees, postgraduate\staff development 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):

original in-service presentations;

published papers;

active involvement in conferences and seminars;

consultancies;

recognition as a resource person who collects, collates and imparts knowledge in a particular area;

preparation of significant internal reports;

leadership and originality in the conceptualisation, design and\or implementation of professional work programs;

undertaking work within the area of corrections under limited direction (including the ability to initiate, undertake, manage and evaluate projects);

coordinating, training and developing professional staff.

(iv) Demonstrated levels of performance and innovation through a history of satisfactory performance; demonstrated high levels of efficiency and effectiveness; demonstrated high level of responsibility and initiative, and/or;

(v) Demonstrated skills at a higher level in areas such as offender management, community liaison/development:

Provided that, where an applicant having been assessed by the Selection Panel as not meeting the above criteria, the Selection Panel, upon the request of such applicant, will provide feedback including reasons for it's decision:

Provided further that graduates who meet the requirements for movement to Classification Level 3 shall have served a minimum period of 12 months at the maximum salary of level 2 to be eligible for such advancement.

(c) There shall be an Accreditation Committee comprising of equal representation from the Department and the QPSU which shall include an independent person of high professional standing appointed by the Director-General on the recommendation of the Accreditation Committee.

(i) The role of the Accreditation Committee shall be:

(A) to prepare policy guidelines in relation to required skills, qualifications and experience for entry points within levels for new Employees.

(B) to prepare policy guidelines and advice in relation to the necessary qualifications and experience in respect to the criteria for movement from Level 2 to Level 3 of the Corrections Stream.

(C) to be a body of appeal in relation to unsuccessful applications placed before the Selection Panel in regard to movement from Level 2 to Level 3 of the Corrections Stream.

5.6.3 An Employee promoted to a position at a higher Classification Level within the same Stream shall be appointed to Paypoint 1 of that higher Classification Level.

5.6.4 Trades Instructors and Farm Officers shall be permitted to move from Classification Level 1 Paypoint 8, to Classification Level 2 Paypoint 1, without requiring educational qualifications beyond those specified for the access of those officers to Classification CO1-8.

5.7 Movement within Classification Levels

5.7.1 Incremental progression within Classification Levels will occur only when the conduct, diligence and general efficiency of such Employee has been certified by the Department to have been and to be satisfactory.

5.7.2 If any Increment prescribed by this Award is temporarily withheld from an Employee or there is a refusal to grant an Increment the Employee may make an appeal to the Public Service Commissioner under the relevant Public Service Directive.

5.7.3 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:

(a) 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.

(b) in the case of a Part-time Employee:

(i) the Employee has received a salary at a particular classification and Paypoint for a period of at least 12 months; and

(ii) the Employee has worked 1,200 ordinary hours in such classification.

(c) in the case of a Casual Employee with 12 months continuous service with the same employer:

(i) the Employee has received a salary at a particular classification and Paypoint for a period of at least 12 months; and

(ii) the Employee has worked 1,200 ordinary hours in such classification.

(d) For the purpose of clause 5.7.3, continuous service for a Casual Employee ends if the employment is broken by more than 3 months between the end of one employment contract and the start of the next employment contract. Absences from work on public holidays do not break, or contribute to a break, in the continuity of service.

5.7.4 In addition to clause 5.7.3, an Employee in the Corrections Stream, other than an Employee appointed as a Trade Instructor or Farm Officer, will be restricted in movement beyond Paypoint 2 of Classification Level 1 until the Certificate III in Correctional Practice is obtained. Movement beyond Paypoint 4 of Classification Level 1 will be restricted to Employees who possess a Certificate IV in Correctional Practice. Movement beyond Paypoint 7 of Classification Level 1 will be restricted to Employees who possess a Diploma in Correctional Administration.

(a) Provided that in accordance with clause 5.5, graduates who are appointed to the Corrections Stream, other than Trade Instructors and Farm Officers, will automatically progress through the following Paypoints:

- Classification Level 1, Paypoint 5
- Classification Level 1, Paypoint 6
- Classification Level 1, Paypoint 8
- Classification Level 2, Paypoint 1
- Classification Level 2, Paypoint 2
- Classification Level 2, Paypoint 3
- Classification Level 2, Paypoint 4

5.7.5 An Employee appointed to the Corrections Stream as a Trade Instructor or Farm Officer will be restricted in movement beyond Paypoint 3 of Classification Level 1, until the Certificate III in Corrections is obtained. Movement beyond Paypoint 5 of Classification Level 1 will be restricted to Employees who possess a trade qualification or equivalent experience to AQF-4 standard as assessed by an accredited external assessor. Movement of Employees appointed as Trades Instructors or Farm Officers beyond Paypoint 1 of Classification Level 2 will be restricted to Employees who possess an AQF-5 (i.e. post-trade) or an equivalent qualification and such progression shall be limited to access to Paypoint 2 of Classification Level 2.

(a) Subject to the progression requirements set out in the balance of this Award, an Employee appointed to the Corrections Stream as a Trade Instructor or as a Farm Officer may progress through Paypoints nominated in clause, in lieu of those which would otherwise be applicable pursuant to Schedule 1 of this Award. Applicable Paypoints for such Employees are as follows:

- Classification Level 1, Paypoint 3
- Classification Level 1, Paypoint 5

- Classification Level 1, Paypoint 8
- Classification Level 2, Paypoint 1
- Classification Level 2, Paypoint 2

5.8 Allowances

5.8.1 Relevant Directives made under the provisions of section 34 of the *Public Service Act 1996* existing at the date of this Award and any amendments thereto, shall apply to Employees subject to this Award. The directives include but are not limited to:

Type of allowance

- (a) Appointment and transfer
- (b) Locality allowance
- (c) Motor vehicle
- (d) Travelling and relieving
- (e) Higher duties

5.8.2 *Uniforms and allowance*

- (a) Where uniforms are required to be worn by an Employee, the Employee shall be supplied suitable uniforms of good quality in accordance with approved standards as approved by the Department. Uniforms shall be replaced by the Department on a reasonable wear and tear basis.

5.8.3 *Dog handlers allowance*

- (a) Where a Departmental dog is kennelled at the home of an Employee engaged to perform the duties of a dog handler and the Employee is deemed to be responsible for the care and maintenance of a Departmental dog during hours rostered off duty, that Employee shall be paid an allowance of \$200.80 per calendar fortnight. This allowance must be paid during all leave.
- (b) All food, equipment and associated costs needed to properly care for and maintain the dog will be paid for by the Department.
- (c) The rate prescribed in clause 5.8.3(a) has a direct nexus to the Police Service Award - State 2003 and will be updated accordingly.

5.8.4 *On call arrangements*

- (a) Where an Employee is instructed to be available on call outside ordinary or rostered working hours, such Employee shall be paid, in addition to their ordinary rate of pay an allowance based upon the hourly rate of the classification of CO1-7 in accordance with the following scale.
 - (i) Where the Employee is on call throughout the whole of a rostered day off or a public holiday - 95% of the hourly rate in respect of such instances;
 - (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 hourly rate per night; and
 - (iii) Where an Employee is on call on any other night - 47.5% of the hourly rate per night.
- (b) For the purpose of calculating the hourly rate, the divisor shall be based upon a 38 hour week and calculated to the nearest 5 cents.
- (c) For the purpose of clause 5.8.4(a)(iii), a "night" shall be deemed to consist of those hours falling between 5.00 p.m. and 8.00 a.m. or mainly between such hours.
- (d) Monday to Friday - in the event of an Employee on call being recalled to perform duty, such Employee shall be paid for the time worked at the prescribed overtime rate, such time to be calculated as from home and back to home with a minimum payment of 2 hours.
- (e) Saturday, Sunday and public holidays - an Employee performing overtime work on recall on Saturday, Sunday or a public holiday may be paid for such overtime at the appropriate overtime rate with a minimum of 2 hours inclusive of travelling time, in respect of overtime worked on a Saturday or Sunday and 4 hours in respect of overtime worked on a public holiday, or at the Employee's option be granted time off at a mutually

convenient time, equivalent to the number of hours worked. Such time to be calculated as from home and back to home:

- (i) Provided that an Employee who works overtime on a public holiday and who is granted equivalent time off shall be paid at half the ordinary rate for the time so worked with a minimum of 4 hours:
 - (ii) Provided further that accrued time off in lieu shall be taken in periods mutually agreed between the Director-General and the Employee.
- (f) In the event of an Employee on call being requested by the Director-General or the authorised delegate, to provide advice (without the need to return to the facility), the Employee shall be paid at the prescribed overtime rate for the actual time worked up to a maximum of 2 hours on any one day.
- (i) Provided that the Employee will be responsible for the recording of such requests which will require subsequent verification by the Director-General.
- (g) Any overtime payable shall be in addition to the on call allowance.
- (h) Where an Employee is recalled to perform work during an off duty period such Employee shall be provided with transport to and from the Employee's home, or be refunded the cost of such transport.
- (i) Where practicable the Director-General shall not require an Employee to be continuously available on call for a period in excess of 6 weeks:
 - (ii) The provisions of clause 6.10 shall apply when an Employee has actually worked in excess of 2 hours inclusive of travelling time on one or more of such recalls.

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

6.1 Hours of work

- 6.1.1 The ordinary hours of work for full-time Employees shall be inclusive of meal times and shall be 152 hours per month within a work cycle not exceeding 28 consecutive days to be worked in shifts of between 4 and 12 hours. Unless otherwise agreed, the duration of a shift shall be 8 hours. By agreement of the majority of Employees directly affected, shifts may consist of periods of between 4 and 12 hours.
- 6.1.2 Any Employee may be required to work such reasonable time in excess of ordinary hours as the Department shall consider desirable. Payment for such work shall be in accordance with clause 6.8.
- 6.1.3 Notwithstanding the provisions of clause 6.1.2, an Employee shall not perform more than 16 hours of consecutive duty inclusive of overtime except in the case of emergency circumstances.

6.2 Rosters

- 6.2.1 Subject to the provisions of clause 6.1, shift workers ordinary hours shall be worked in accordance with a roster established by the Department in consultation with the QPSU.
- 6.2.2 New/flexible shift arrangements can only be implemented by agreement of the majority of Employees directly affected, neither party should unreasonably withhold agreement. Agreement is defined as obtaining written consent of greater than 50% of Employees directly affected as determined by a secret ballot. Any agreement reached must be documented and a copy of the agreement shall be forwarded to the QPSU. Subject to the Dispute Settlement procedure prescribed in this Award, in the absence of agreement either party may have recourse to arbitration.
- 6.2.3 The Departmental Guidelines for Rostering and Shift Work are now included as part of the Department of Corrective Services - Correctional Employees' Determination 2004.
- 6.2.4 Broken Duty will only be worked following mutual agreement between the Department and Employee(s) and consultation with the QPSU.

6.3 Meal breaks

- 6.3.1 All Employees, shall be allowed a 30 minute meal break at an operationally convenient time to be completed between the 3rd and 6th hours of duty.
- 6.3.2 Where a shift is of 6 hours or less a meal break will not be provided.
- 6.3.3 Where a shift exceeds 10 hours, an additional meal break of 30 minutes shall be allowed at an operationally convenient time.

- 6.3.4 Where practicable Employees shall be provided with a meal relief, provided that where a shift exceeds 10 hours in duration meal relief shall be provided for a minimum of one meal break.
- 6.3.5 The hours of duty of shift workers will be inclusive of meal breaks and will be taken so as not to interfere with operational requirements.
- 6.3.6 Where relief is provided, the 30 minutes shall include walking time except in the case of Custodial Correctional Officers who shall have an uninterrupted meal break of at least 30 minutes.
- 6.3.7 All shift work Employees shall be provided with a meal free of charge.
- 6.3.8 Meals provided to staff will be common to those provided to inmates, offenders and detainees.

6.4 Shift allowance

- 6.4.1 Except for those Employees who receive an aggregated shift allowance agreed between the Department and the QPSU, Employees working shifts commencing on or after 12 noon and finishing after 6.00 p.m. and at or before midnight shall be paid an allowance of 15% per shift in addition to their ordinary salary.
- 6.4.2 This allowance shall not apply to work performed between midnight Friday and midnight Sunday.

6.5 Extra payment for weekend work

- 6.5.1 Except for those Employees who receive an aggregated shift allowance agreed between the Department and the QPSU, all time worked between midnight on Friday and midnight on Saturday not being overtime shall be paid for at 1.5 times the ordinary rate. Between midnight Saturday and midnight Sunday payment shall be double the ordinary rate.

6.6 Rest pauses

- 6.6.1 Employees shall be entitled to a pause(s) totalling 20 minutes per day to be taken at the Employees designated duty station at times to suit operational requirements as determined by the Department.

6.7 Rest days

- 6.7.1 Employees engaged in shift work shall be allowed 2 whole consecutive days off between midnight and midnight, in each 7 day period.
- 6.7.2 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.

6.8 Overtime

- 6.8.1 Subject to clause 6.1, all authorised overtime worked by Employees shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.
 - (a) Provided that, all staff in receipt of the aggregated shift allowance or shift workers whose hours of work are regularly rotated in accordance with a shift roster covering 2 or more shifts per day, shall be paid for overtime at the rate of double time:
 - (b) Provided further that for the purposes of clause 6.8 time worked outside rostered shift arrangements shall be paid as overtime.
- 6.8.2 Overtime shall be paid on an Employee's base rate.
- 6.8.3 All overtime worked on a Sunday shall be paid for at double the ordinary rate.
- 6.8.4 A minimum payment of 3 hours work shall apply to all overtime worked on a Saturday or a Sunday.
- 6.8.5 Employees will be required to work overtime whenever necessary in the opinion of the Department.
- 6.8.6 24 hours' notice shall be given, where practicable, to an Employee required to work overtime.
- 6.8.7 An Employee recalled to perform duty after completing ordinary duty shall be paid at overtime rates with a minimum payment of 3 hours.

6.8.8 An Employee temporarily filling and discharging the full duties of an office at a higher Classification Level for which overtime payments are applicable shall be paid for authorised overtime at the minimum rate applicable to that higher Classification Level.

6.8.9 Notwithstanding clause 6.8.8, Employees remunerated in accordance with Classification Level 3 of the Corrections Stream shall have overtime payments calculated at the maximum rate of Classification Level 2 of the Corrections Stream.

6.9 Transport costs on re-call

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

6.10 Fatigue break

6.10.1 All Employees shall be entitled to a 10 hour break between the end of an ordinary rostered shift and the beginning of another ordinary rostered shift except in emergent circumstances where the minimum will be 8 hours.

6.10.2 Where the time between an ordinary rostered shift and the next ordinary rostered shift is less than 10 hours the next ordinary rostered shift will be paid at overtime rates.

6.10.3 Where an Employee works by request an overtime shift or part shift which results in there being less than 10 hours from the end of that overtime shift and the beginning of the next ordinary rostered shift, that next ordinary rostered shift will be paid at ordinary rates.

6.10.4 Where an Employee is directed to work an overtime shift or part shift which results in there being less than 10 hours from the end of that overtime shift and the beginning of the next ordinary rostered shift, 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 10 consecutive hours duty has occurred without loss of pay for ordinary working time occurred during such absence.

6.10.5 Notwithstanding the provisions in clauses 6.10.1, 6.10.2, 6.10.3 and 6.10.4, in the case of an Employee rostered to perform 8 hour shifts, 8 will be substituted for 10 hours.

6.11 Escape or escort duty

6.11.1 During periods of escort or escape duty, adequate sleeping time shall be allowed which shall not count as working time.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Leave

7.1.1 The following provisions as prescribed in Directives made under the provisions of section 34 of the *Public Service Act 1996* existing at the date of this Award or any amendments thereto apply to Employees subject to this Award.

Type of leave

(a) Annual leave

(b) Sick leave

(c) Long service leave

(d) Bereavement leave

(e) Special leave

(f) Parental leave

7.2 Annual leave

7.2.1 In addition to clause 7.1.1 Employees engaged on Continuous Shift Work who have completed 12 months continuous service shall be allowed additional annual leave at the rate of one week per year in respect of the period during which such shifts have been worked by the Employee and provided further that nothing in the

foregoing provisions of clause 7.2 shall entitle any Employee in the Northern and Western part of the State to annual leave in excess of 5 weeks' leave in each year.

7.2.2 Notwithstanding clause 7.2.1, Employees in receipt of the aggregated shift penalty will be entitled to accrue annual leave at the rate of 190 hours (5 weeks @ 38 hours) per annum.

7.2.3 Provided further that the taking of annual leave shall be subject to the following provisions:

(a) The Department and its Employees may agree when annual leave is to be taken.

(b) If an Employee and the Department can not agree as to when annual leave is to be taken, the Department:

(i) may decide when the Employee is to take leave; and

(ii) is to provide the Employee with no less than 14 days written notice of the starting date of the leave.

(c) An Employee and the Department may agree that the Employee take all or any part of the Employee's annual leave before becoming entitled to it.

(d) If the Employee takes annual leave before becoming entitled to it, the Employee is only entitled at the end of the completed year of employment, to the balance of the leave that would be due at the end of the year.

7.2.4 *Loading on annual leave payments*

(a) A loading calculated as prescribed hereunder shall be paid to Employees on annual leave:

(i) Continuous Shift Workers - Subject to clause 7.2.4(a)(ii), the rate of wage or salary to be paid to a Continuous Shift Worker shall be the rate payable for work in ordinary time and a further amount calculated at the rate of 27.5% of that rate.

(ii) All Employees - Subject to the provisions of clause 7.2.4(a)(iii), in no case shall the payment to an Employee be less than the sum of the following amounts:

(A) The Employee's ordinary wage rate or salary as prescribed by the Award for the period of such leave (excluding shift premiums and weekend penalty rates); and

(B) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.2.4(a)(i).

(iii) The provisions of clauses 7.2.4(a)(ii)(A) and 7.2.4(a)(ii)(B) shall not apply to any period or periods of leave exceeding:

(A) 5 weeks per annum in the case of Employees employed on Continuous Shift Work; or

(B) 4 weeks per annum in any other case.

7.3 Industrial relations education leave

7.3.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow Employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

7.3.2 Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the Director-General (or delegated authority) of the Department.

7.3.3 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 Director-General (or delegated authority) of the Department, the QPSU and the Employee.

7.3.4 Upon request and subject to approval by the Director-General (or delegated authority) of the Department, Employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.

7.3.5 The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the Department/work unit concerned. At the same time such leave shall not be unreasonably refused.

7.3.6 At the discretion of the Director-General of the Department/public sector unit concerned, public sector Employees may be granted special leave without pay to undertake work with the QPSU

7.4 Family leave

7.4.1 The provisions of the Family Leave (Queensland Public Sector) Award - State 2004 apply to and are deemed to form part of this Award.

7.4.2 Part-time work can be performed by agreement in the circumstances specified in the Family Leave (Queensland Public Sector) Award - State 2004.

7.5 Public holidays

7.5.1 Subject to clause 7.5.7, all work done by any Employee on:

- 1 January;
- 26 January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- 25 April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the Holidays Act 1983 , to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.5.2 Labour Day

All Employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday), irrespective of the fact that no work may be performed on such day, and if any Employee concerned actually works on Labour Day, such Employee shall be paid a full day's wage for that day and in addition, a payment for the time actually worked by the Employee at one and a-half times the ordinary rates prescribed for such work with a minimum of 4 hours.

Work performed on Labour Day outside the ordinary starting and finishing times shall be paid for at double the overtime rate prescribed for an ordinary working day.

7.5.3 Annual show

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

7.5.4 Double time and a-half

For the purposes of clause 7.5, where the rate of wages is a weekly rate, "double time and a-half" means one and one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.5.5 Time off in lieu

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 half a working day in lieu of monetary compensation:

Provided that such Employee, who is granted equivalent time off in terms of clause 7.5.5, shall be paid at half the ordinary rate for the time so worked with a minimum of 4 hours.

Where an Employee is entitled to time off in lieu for working on a public holiday, such time off, at the option of the Employee, may be added to annual leave or taken within 28 days of the day on which the Employee worked:

Provided that where, in pursuance clause 7.5.5, time off is to be added to the annual leave of any Employee, the time off to be allowed shall not exceed 10 working days in any one year, or 20 working days in the case of an Employee who has permitted annual leave to accumulate for 2 years

7.5.6 Substitution

Where mutual agreement exists between the Department and the Employee concerned and subject to statutory limitations other ordinary working days may be substituted for the public holidays specified in clause 7.5:

Provided that, where an Employee is subsequently required to work on such substituted day, the Employee shall be paid the rate applicable for the holiday that has been substituted.

7.5.7 *Continuous shift work*

An Employee who is engaged upon Continuous Shift Work or who works on a 2 shift per day basis over 7 days each week is rostered off on any public holiday shall be paid an additional day's wage, or by agreement between the Department and the Employee shall be granted a day's holiday in lieu at a time to be mutually arranged between the Department and the Employee concerned, or an extra day shall be added to the Employee's annual leave, for each such day on which the Employee is rostered off:

Provided that the "additional days' wage", "days' holiday" or "extra day" added to annual leave referred to in clause 7.5.7 shall mean the applicable ordinary rostered hours.

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

8.1 Excess travelling time

8.1.1 The general conditions applicable for the compensation of excess travelling time for an eligible Employee who is required to travel on official business including:

- (a) attending approved seminars and Departmental courses;
- (b) outside ordinary hours; and
- (c) away from normal headquarters.

are prescribed under Directive 7/00 Excess Travelling Time, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training, learning and development

9.1.1 The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to training, learning and development is required.

9.1.2 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.

9.1.3 Within the Department a consultative mechanism and procedures involving representatives of management, Employees and the QPSU shall be established as determined by the Director-General having regard to the size, structure and needs of the Department.

9.1.4 Following consultation the Director-General shall develop a training, learning and development strategy consistent with:

- (a) the current and future needs of the Department;
- (b) the size, structure and nature of the operations of the Department;
- (c) the need to develop vocational skills relevant to the Department through courses conducted wherever possible by accredited educational institutions and providers.

9.1.5 Training, learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.

9.1.6 Training, learning and development provided should assist Employees in obtaining knowledge and skills recognised by the Australian National Training Authority (ANTA).

9.1.7 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.

9.1.8 Employees will be expected to attend compulsory training and development activities at the Department's cost.

9.1.9 Clause 9.1 shall operate as an interim provision and shall be subject to review after 12 months operation.

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

10.1 Corporate uniform

10.1.1 A corporate uniform will be required to be worn by all Employees. The uniform will be provided and replaced by the Department on a reasonable wear and tear basis.

10.1.2 This includes a suitable corporate work attire for certain occupational categories such as Trade Instructors and Dog Handlers.

10.2 Health and safety

The parties to this Award are committed to promoting and securing the health and safety of Employees in accordance with the relevant workplace health and safety legislation and regulations.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

11.1 Award posting

A true copy of this Award and the Family Leave (Queensland Public Sector) Award - State 2004 shall be exhibited in a conspicuous and convenient place in all relevant workplaces and shall be posted on the Department's intranet site so as to be easily accessed by Employees.

11.2 Union encouragement

11.2.1 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.

11.2.2 An application for Union membership and information on the QPSU will be provided to all Employees at the point of engagement.

11.2.3 Information on the QPSU will be included in induction materials.

11.2.4 Union representative(s) will be provided with the opportunity to discuss Union membership with new Employees, provided that operational disruptions are minimised.

11.2.5 Where requested by the QPSU, the Department will provide payroll deduction facilities for Union subscriptions.

11.3 Right of entry

Preamble

Clauses 11.3.1 and 11.3.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of that Act as amended from time to time.

11.3.1 Authorised industrial officer

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.3.2 Entry procedure

- (a) The Authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the Authorised industrial officer alerts the Department or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.

- (b) Clause 11.3.2(a) does not apply if the Authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any Authorised industrial officer exercising their right of entry.
- (d) If the Authorised industrial officer intentionally disregards a condition of clause 11.3.2 the Authorised industrial officer may be treated as a trespasser.

11.3.3 *Inspection of records*

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

11.3.4 *Discussions with Employees*

- (a) An Authorised industrial officer is entitled to discuss with the Department, or a member or Employee eligible to become a member of the officer's 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.

11.3.5 *Conduct*

- (a) An Authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.4 Time and wages records

11.4.1 The Department must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each Employee, including apprentices and trainees:

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

11.4.2 The time and wages record must also contain:

- (a) the Employee's full name and address;
- (b) the Employee's date of birth;

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

11.4.3 The Department must keep the record for 6 years.

11.4.4 Such records shall be open to inspection during the Department's business hours by:

- (a) an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act; or
- (b) an Authorised industrial officer in accordance with sections 372 and 373 of the Act

11.4.5 References to the Act shall be taken to be references to that Act as amended or replaced from time to time.

11.4.6 Consistent with Ministerial Directive *12/01 Attendance - Recording, Reporting and Public Holidays*, the Director-General may specifically exempt those Employees who have been, or who are a class of office from a system for recording starting and finishing times, meal breaks and absences from duty.

11.5 Union Delegates

11.5.1 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.

11.5.2 Public sector 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.

11.5.3 Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking Union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

11.5.4 Subject to the relevant Employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

SCHEDULE 1

Class	Fortnightly rate \$	Hourly rate (76 Hours)	
		Part-time rate \$	Casual \$
QCO6-4	3,740.60	49.2184	60.5387
QCO6-3	3,672.70	48.3250	59.4398
QCO6-2	3,604.40	47.4263	58.3344
QCO6-1	3,536.40	46.5316	57.2338
QCO5-4	3,422.30	45.0303	55.3872
QCO5-3	3,345.40	44.0184	54.1427
QCO5-2	3,268.20	43.0026	52.8932
QCO5-1	3,191.10	41.9882	51.6454
QCO4-4	3,050.50	40.1382	49.3699
QCO4-3	2,977.50	39.1776	48.1885
QCO4-2	2,904.30	38.2145	47.0038
QCO4-1	2,831.10	37.2513	45.8191
QCO3-4	2,658.70	34.9829	43.0290
QCO3-3	2,583.70	33.9961	41.8151

QCO3-2	2,508.70	33.0092	40.6013
QCO3-1	2,433.90	32.0250	39.3908
QCO2-4	2,316.40	30.4789	37.4891
QCO2-3	2,215.30	29.1487	35.8529
QCO2-2	2,113.10	27.8039	34.1989
QCO2-1	2,011.30	26.4645	32.5513
QCO1-9	1,969.90	25.9197	31.8813
QCO1-8	1,928.10	25.3697	31.2048
QCO1-7	1,886.00	24.8158	30.5234
QCO1-6	1,837.20	24.1737	29.7336
QCO1-5	1,788.50	23.5329	28.9455
QCO1-4	1,741.30	22.9118	28.1816
QCO1-3	1,696.60	22.3237	27.4581
QCO1-2	1,654.10	21.7645	26.7703
QCO1-1	1,614.20	21.2395	26.1246

NOTE: The above rates incorporate adjustments based upon the *Department of Corrective Services - Correctional Employees' Certified Agreement 2007 (CA/2007/45)*.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and over-award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

Dated 18 November 2005.

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

Operative Date: 21 November 2005