

**CUSTODIAL CORRECTIONS EB 2009/2010
QPSU LOG OF CLAIMS**

1. WAGES

1.1. In accordance with the memorandum of understanding entered into by QPSU and other relevant unions with the Queensland Government on 24 October 2008, the following wage increases are claimed:

4.5% or \$34.00 a week, whichever is the greater, on 1 April 2010;

4% or \$34.00, whichever is the greater, on 1 April 2011; and

4% or \$34.00, whichever is the greater, on 1 April 2012

2. EMPLOYMENT SECURITY AND PERMANENT EMPLOYMENT

2.1. There will be no forced redundancies during the life of this agreement.

2.2. That the existing commitments to maximising employment security for tenured employees and maximising permanent employment are maintained.

2.3. In addition to the above, that the employer commit to maximising the use of temporary rosters rather than routinely engaging casual employees.

2.4. Workforce data to be tabled at agency consultative committee meetings quarterly, including details as to:

- a. the number of permanent, temporary and casual employees engaged at that time;
- b. any significant variance in the number of permanent, temporary and casual employees;
- c. the conversion of any temporary employees to tenured status.

3. WORKPLACE CONSULTATION

3.1. The existing ACC and LWCC arrangements to continue.

3.2. The employer to advise the ACC, and/or LWCC where relevant, of their intention to implement changes that may affect the employment security or conditions of employees, prior to the commencement of any planned changes.

3.3. The parties to establish an agreed terms of reference for consultative committees.

4. COLLECTIVE INDUSTRIAL RELATIONS AND UNION ENCOURAGEMENT

4.1. The existing collective industrial relations, union encouragement, union delegates and industrial relations leave provisions to continue.

- 4.2. The employer to commit to ensuring where possible that union delegates are not financially disadvantaged as a consequence of performing activities associated with their union delegate role, by utilising roster variation or overtime arrangements.
- 4.3. The employer to provide the union office or relevant delegates with complete lists of new starters to the workplace for the purposes of contacting them about membership of the union. This should be done at least monthly. Lists are to be provided electronically and include work location details.
- 4.4. Union Encouragement to become a standing item on the Agenda for Consultative Committees.
- 4.5. That union delegates and the union office have access to current staff lists for workplaces of employees under this agreement.

5. WORKPLACE HEALTH AND SAFETY

- 5.1. Establish a WHS sub-committee overseen by the ACC, with equal departmental and union representation and agreed terms of reference, to examine matters relating to workplace health and safety that may from time to time be raised by the parties.

This sub-committee will report to the joint consultative committee on a regular basis or as agreed between the parties.

The scope of this sub-committee will include, but not be limited to, the following matters:

- a. Ensuring adequate staffing levels to cover shift operations particularly at Low Security facilities;
- b. Investigating areas where workloads pose a risk to safety;
- c. Ensuring staff performing external escorts have access to a transport vehicle for safety or evacuation purposes;
- d. Considering potential safety risks arising from the practice of single officer escorts from Low Security Facilities;
- e. Ensuring fatigue break provisions are complied with consistently across centres;
- f. Ensuring provisions of adequate and appropriate rest facilities;
- g. Monitoring general rehabilitation policies and outcomes.

6. LEAVE ENTITLEMENTS

- 6.1. Continuous shift workers to receive an additional week of annual recreation leave.
- 6.2. Northern Centres to receive an additional week of annual recreation leave.

- 6.3. Loading on annual leave payments be paid at 27.5% of base rate to all (continuous and non-continuous) shift-workers.
 - 6.4. Introduction of leave donation facility to allow employees to transfer part of their accrued sick leave entitlement to another employee on an 'as needs basis'.
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7. HOURS OF WORK AND ROSTERS

- 7.1. Parties to investigate strategies for reducing reliance on roster variations.
 - 7.2. Roster variation to occur only in exceptional circumstances and where other reasonable avenues to meet operational needs have been exhausted.
 - 7.3. Establishment of an expression of interest process for roster rotations.
 - 7.4. Introduction of agreed fatigue management requirements to apply to casual engagements.
 - 7.5. The parties to enter into an understanding by way of exchange of letters as to:
 - a. what constitutes 'major or substantial change to working arrangements' for the purposes of the facilitative provisions in Part 4 of the (previous) agreement; and,
 - b. definition of 'rostered post'.
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8. PENALTIES AND ALLOWANCES

- 8.1. Provision for payment of a meal allowance of \$21.00 to employees who for operational reasons are not able to receive a meal.
 - 8.2. Introduction of a flat-rate all-purpose allowance of \$15.00 p/fortnight payable to employees who take on additional roles requiring special skills (such as WH&S Representatives, Workplace Assessors and Trainers, Relieving Supervisors, Workplace Mediation, Radiations Safety Officer).
 - 8.3. Courts staff to be paid courts duties allowance of \$16.50 per shift.
 - 8.4. Dog Handlers to be paid a personal fitness allowance.
 - 8.5. Escort and Security Branch drivers to receive an allowance for driving peak traffic conditions, and for daily use of firearms.
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9. CAREER PROGRESSION

- 9.1. All career development opportunities (such as relieving) be subject to open and transparent expression of interest processes.
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10. CLASSIFICATION STRUCTURES

- 10.1. Agreed terms of reference for the Classification Structure Review Committee ('CSRC') are to be annexed to this agreement.
- 10.2. The CSRC is to table its findings and recommendations to the agency consultative committee within six months of the implementation date of this agreement.
- 10.3. The recommendations of the CSRC, subject to the Commissioner's approval, will be implemented through a consent award variation.

11. OTHER MATTERS

- 11.1. Courts Staff:
 - a. priority access to transfer at level opportunities in centres.
 - b. overtime for non-shift workers payable at same rate as shift-workers
 - 11.2. Dog Squad:
 - a. agreed procedure for dog handlers' fitness testing.
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