

# Conditions

## Judges of the District Court

June 2011

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## **Schedule A**

### ***Travel***

#### **INTRODUCTORY SECTION**

##### **General duty**

All Judges have a general duty to exercise discretion and reasonable restraint when travelling at public expense having regard to the principle of value for money. Travel arrangements should have regard to:

- (a) achieving the most cost-effective outcome;
- (b) the total cost of travel, including opportunity costs associated with travel times; and,
- (c) the need to maintain an appropriate balance between work and home responsibilities.

#### **1. Travel expenses**

- 1.1 Travel allowances are provided to reimburse expenditure incurred during official travel only. Official travel does not include travel and expenses taken and incurred under the Jurisprudential Allowance and Expenses of Office Allowance. Subject to that, the following rates are payable.
- 1.2 Where a Judge obtains overnight accommodation on official duty, the following full day travelling allowances apply:
  - \$250.00 per day in Sydney;
  - \$210.00 per day in other capital cities;
  - \$180.00 per day elsewhere.
- 1.3 A day is calculated as a 24 hour period, or lesser period involving overnight accommodation, that elapses from the time of departure from the Judge's home or chambers, and encompasses up to three main meals – breakfast, lunch and dinner.
- 1.4 Where travel is for any part day in excess of 24 hours then meal expenses for the final part day are to be paid as follows:
  - Breakfast - \$20.00 (Return after 9am)
  - Lunch - \$25.00 (Return after 1.30pm)
  - Dinner - \$45.00 (Return after 6.30pm)
- 1.5 Where accommodation is not obtained at commercial premises, but rather with a friend or family of the Judge, or where accommodation is supplied at no expense to the Judge, meal allowances up to \$90 in accordance with 1.4 will be paid for each overnight stay. A meal allowance is not payable where the judge is supplied with a meal as part of the accommodation or conference package.
- 1.6 A claim for travelling allowance, at the rates specified in this Section need not be supported by itemised accounts.

## **2. Actual expenses**

- 2.1 Where the daily travelling allowance is not sufficient to meet the reasonable cost of accommodation and/or meals, a Judge may claim reasonable actual expenses for travel requiring overnight accommodation or exceeding 24 hours.
- 2.2 Reasonable actual expenses include
  - 2.2.1 Laundry or dry cleaning
  - 2.2.2 taxi fares or hire car charges
  - 2.2.3 the reasonable cost of alcoholic beverages consumed with meals but do not include casual drinks nor those purchased from a hotel room bar fridge.
- 2.3 The delegated departmental officer, when considering a claim for expenditure by a Judge when he or she has been travelling on actual expenses, may, when determining whether any expenditure is reasonable, consult with the Chief Judge.
- 2.4 All expenses claimed under this Section must be detailed and itemised showing separate amounts for meals and accommodation. The claim must be justified by receipts, which are to be submitted with each claim.
- 2.5 An Associate's expenses are not to be included with a Judge's expenses.

## **3. Method of payment whilst travelling**

- 3.1 A Judge may use a personal credit card (or a similar payment mechanism) for expenses incurred.
- 3.2 Upon return to headquarters a voucher should be prepared within 14 days after travel verifying the claim made or the expenditure incurred and seeking reimbursement of the same.
- 3.3 This procedure applies irrespective of whether a Judge claims the daily allowance or actual expenses.

## **4. Spouse, partner, child or child carer accommodation costs**

- 4.1 Unless specifically approved by the Director-General, the accommodation or other daily expenses of a Judge's spouse, partner, child or child-carer, who accompanies the judge on travel undertaken to conduct official court business, will not be met by the Department.
- 4.2 "Partner" is defined as 'any person who lives with the Judge on a genuine domestic basis as the partner of the Judge.'

## **5. Claims for payment**

- 5.1 Where a claim is made for travelling expenses other than in accordance with sections 1 and 2, the certified claim voucher and substantiation document shall be held by the Director,

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Financial Services Division or his/her nominee.

***Funds advanced and spent not in accordance with the provisions of Schedule A must be refunded.***

## **Schedule B**

### ***Air travel***

#### **1. Authority for Air travel**

##### **Travel for circuit and court business**

- 1.1 A Judge should endeavour to use his or her assigned QFleet Motor Vehicle for official travel, wherever possible, having regard to the desirability of reducing travel and hire vehicle costs and any saving in travelling time.
- 1.2 A Judge is authorised to travel by air for circuit and other court business where circumstances or cost make air travel more desirable than other modes of transport.
- 1.3 Where a Judge is required to travel to a court on circuit that is a maximum four hours travel by vehicle from his or her headquarters, a Judge should use his or her QFleet motor vehicle in lieu of air travel to transport both himself or herself and his or her Associate to the Court centre.
- 1.4 Should a Judge wish to use his or her QFleet vehicle to travel outside the maximum four hour timeframe radius, he or she shall be entitled and encouraged to do so, taking into consideration the savings in airfares and the cost of hiring a vehicle for the Judge at the destination.
- 1.5 If a Judge is unable to use his or her QFleet vehicle in the zone indicated for some specific reason, he or she should obtain approval from the Chief Judge to travel by air.
- 1.6 A Judge who has undertaken official travel to conduct a circuit court is entitled to return via air travel to headquarters each weekend, provided that:
  - the sittings are of more than one week's duration,
  - upon return to the circuit the Judge expects to sit for a further minimum period of two days,
  - the Judge was not accompanied by his or her spouse or partner, pre-school aged child or the child's carer.

#### **2. Type of air travel**

- 2.1 In all circumstances involving official travel, a Judge is entitled to travel at the highest carriage class provided by the airline, including excess baggage charges.
- 2.2 However, at each Judge's discretion, when travelling in company with his or her Associate only, the Judge and the Associate may travel business class to enable them to travel in accompanying seats.
- 2.3 When travelling in the company of his/her spouse or partner only, the Judge and Spouse/partner may travel business class to enable them to travel in accompanying seats.

**3. Air travel by spouse or partner, child or child carer**

*This is to be read subject to the travel provided for in Schedule A, Section 4.*

- 3.1 A Judge's spouse or partner or child carer, (in the case where a Judge elects to pay the air travel costs of the Judge's pre-school aged child), is entitled to accompany the Judge where it is expected that the circuit court sittings will be for more than one week's duration.
- 3.2 Alternatively, a Judge's spouse or partner or child carer may visit the Judge during the course of his or her absence, providing it is anticipated that the sittings will continue for at least two days beyond the first week.
- 3.3 Subject to paragraph 2.3, when the spouse or partner or child carer accompanies or joins the Judge as per paragraph 3.1 or 3.2, the Department will provide one return economy class airfare.
- 3.4 When the Department pays for an additional return airfare pursuant to paragraphs 3.1 or 3.2, the amount payable to return home at weekends at departmental expense pursuant to paragraph 1.3 is reduced by one return airfare.
- 3.5 An accompanying Associate may return on weekends if his or her Judge does.

## **Schedule C**

### ***Hire vehicles and taxis***

#### **1. Taxis**

- 1.1 A Judge is entitled to use taxis when travelling on circuits, travelling to and from official functions, and commuting to and from airports, where the use of his or her QFleet vehicle would be impractical or uneconomical.

#### **2. Use of hire cars whilst on circuit**

- 2.1 When a Judge travels to a circuit centre by air, he or she is entitled to a rental vehicle for use on the weekends or, if specifically required, during the week, whilst they remain at the centre.

#### **3. Chauffeur-driven vehicle**

- 3.1 Chauffeur-driven vehicles may be used for functions which the Judge attends in his or her capacity as a Judge and for travel to and from airports for activities which the Judge is attending in his or her capacity as a Judge.



## **Schedule D**

### ***Private telephone and postage expenses***

#### **1. Telephones at private residences**

- 1.1 The Department will reimburse the cost, inclusive of GST charges, of installation, rental, and metered calls up to a maximum of \$1,650 per annum, on private telephone services, including mobile telephone, located at a Judge's residence or connected in the name of the Judge.
- 1.2 This expense is not cumulative and any unused balance can not be carried over to defray expenditure in subsequent years.
- 1.3 The Department will honour reimbursement of an invoice for telephone expenses incurred in one financial year if it is unavoidable that the telephone bill is received in and/or processed by the Department in the next financial year.
- 1.4 The reimbursement will not exceed the total amount to which a Judge is entitled for the 12 monthly or four quarterly billing cycle and will be calculated with reference to other reimbursements paid in the financial year during which the expenses were incurred.

#### **2. Other private telephones**

- 2.1 In respect of a private telephone located at a second residence belonging to a Judge, the Department will reimburse the cost, inclusive of any GST charged, of metered calls up to a limit of \$550 per annum.
- 2.2 No installation costs or rental will be funded by the Department for that telephone.
- 2.3 This expense is subject to the same conditions as specified in Sections 1.2 to 1.4 above.

#### **3. Postage**

- 3.1 The Department will meet the cost of postage on all documents and correspondence related to a Judge's office.

## **Schedule E**

### ***QFleet motor vehicles***

#### **Provision of vehicles**

The QFleet vehicle may be used for both official and private purposes and may be driven by the Judge or such other appropriately licensed person or persons as authorised by the Judge.

#### **1. Use of the QFleet motor vehicle**

- 1.1 A Judge shall be provided with a motor vehicle to a standard commensurate with the second level of the Senior Executive Service (SES2) of the Public Service from the pool of State Government vehicles known as QFleet. The Chief Judge of the District Court is entitled to a vehicle of the same standard as provided to Judges of the Supreme Court.
- 1.2 During the time a Judge travels out of Australia and expects to be absent from the Court in excess of two weeks, his or her assigned vehicle shall be returned to the Court and the use of the vehicle during that period will be determined by the Chief Judge.
- 1.3 However, should a Judge's spouse or partner not travel with him or her, the vehicle may be retained by either the spouse or partner for personal use, or similarly, by a responsible, appropriately licensed adult member of the Judge's household living at the same premises as the Judge and approved by the Chief Judge.
- 1.4 All expenses in relation to the use and maintenance of the vehicle, including expenses for registration, fuel, insurance and repairs, are to be paid by the Department.
- 1.5 The vehicle is to be replaced as soon as is practicable at the end of the lease term. The new lease terms will be in accordance with departmental policy operating at the time the new lease arrangement is struck.

#### **2. Usage restrictions**

- 2.1 The vehicle may not be used by any person for private business or commercial activities of any kind. "Private business or commercial activities" do not include activities of a charitable or community nature undertaken by the Judge or involving a Judge's spouse, partner or children.
- 2.2 The vehicle should always be used with proper discretion consistent with a Judge's office and the purposes for which the vehicle is provided at public expense.

#### **3. Transitional Motor Vehicle arrangements for an incoming Judge**

- 3.1 Where a Judge assumes office part way through the leasing contract pertaining to a former Judge's vehicle, the incoming Judge will be assigned the former Judge's vehicle

for the duration of its lease.

- 3.2 At the Minister's discretion and where financially advantageous, this arrangement may be varied to cater for the incoming Judge maintaining his or her existing QFleet vehicle if, immediately before appointment, the Judge was entitled to such a vehicle as a condition of his or her membership of the judiciary or appointment to the Senior Executive Service of the Queensland Public Service.

#### **4 Use of QFleet motor vehicles by an Acting Judge**

- 4.1 An Acting Judge will be entitled to the use of an executive type motor vehicle, which will be hired from QFleet or some other organisation, on a short-term basis. The conditions of use of that vehicle will be the same as those applying to permanent appointees.

#### **5. Motor vehicle arrangements**

##### **5.1 General Use of Vehicles**

- The vehicle is provided on a fully maintained basis with the Department bearing the costs of leasing the vehicle through QFleet.
- The driver of the vehicle will be held responsible for meeting any costs associated with traffic infringements.

##### **5.2 Accessories**

- Upon approval of the Director-General, vehicle accessories as nominated by a Judge will be fitted by QFleet and the initial vehicle lease costs to the Department will be adjusted to incorporate these extras.
- Similar accessories will be fitted to all subsequent replacement vehicles.
- The following approved vehicle accessories may be ordered at no cost to the Judge, as part of the official QFleet order if applicable:

Cargo safety barriers, window tinting, standard tow bar, weather shields, rear parking sensors, mud flaps, floor mats, Bluetooth phone connection and standard roof racks.

- With QFleet's approval; the Judge can select from a range of factory fitted options and accessories at a cost to the Judge provided the cost is within the Judge's approved motor vehicle range. The range of options available varies depending on the make and model of the vehicle selected and may include, for example:

Leather trim, DVD player, GPS satellite navigation, sunroof, sound systems, park assist, dynamic adaptive cruise control, heated seats, electric seats, privacy glass, xenon head lights, fog lights and rear view camera.

- Bull bars are available only where it is demonstrated that the vehicle is frequently used for country travel whilst on official court business.

### 5.3 Insurance and Care and Attention Against Loss or Damage

- QFleet will be responsible for arranging comprehensive insurance, the cost of which will be included in the monthly lease rates.
- Any damage to a vehicle is to be reported to the departmental QFleet Liaison Officer (telephone 3239 6373) immediately to ensure a claim is made upon QFleet's insurers.
- Two quotations for repair are to be obtained by the Judge or the authorised driver with respect to any damage sustained to the vehicle.
- Where a driver of a QFleet vehicle involved in an accident or incident is convicted of driving under the influence of alcohol or prohibited substances, the Department will meet costs arising from the accident or incident; however the Department may take legal action to obtain reimbursement in any such case.
- In the case of theft or damage of items from a QFleet vehicle, only items classed as fitted accessories are covered by vehicle insurance. For example, the cradle for a mobile telephone is fitted to the vehicle and is thus described as an insured accessory. However, a mobile telephone resting in the cradle or other loose items left in the vehicle are not described as an accessory and are not covered by Government vehicle insurance.
- Judges have a duty to take reasonable care for the safe maintenance and security of property carried or left in the vehicle.
- In the event that any work-supplied item is stolen, lost, or damaged, full details of the circumstances must be reported to the Director-General. Where it can be ascertained that sufficient care and attention was paid to the safe maintenance of an item that is stolen, lost or damaged, the Director-General may release the Judge from the obligation to make restitution for the item.
- Personal items that are stolen with or from the QFleet vehicle are the responsibility of the Judge.
- The Judge may wish to arrange private insurance for personal and work related items.

### 5.4 Maintenance

- Vehicle maintenance provided by QFleet includes all servicing and repairs, batteries, oil, tyres, preparation for sale, emergency breakdown and towing services.
- Vehicle maintenance does not include damage to panel and paint or broken windscreens, which will be covered by the motor vehicle's insurance arrangements.
- It is the responsibility of the Department to ensure that vehicle servicing is carried out at the required intervals by QFleet authorised repairers in accordance with the manufacturer's recommendations and to ensure that the manufacturer's service handbook is completed.

- During the warranty period, a vehicle should be serviced by the dealer who originally supplied the vehicle. The dealer's name and address is indicated in the service manual included in the glove box.
- Information on vehicle maintenance and emergency breakdown procedures as well as QFleet Approved Repairers is contained in the QFleet wallet in the glove box of the vehicle. Servicing and maintenance may also be performed by any of those approved repairers.
- It is essential that, at the time of booking the vehicle for service or maintenance, the repairer is told that the vehicle is a QFleet vehicle. This alerts the repairer to contact the Fleet Controller at QFleet to organise repair authorisation and invoicing direct with QFleet. QFleet will only pay for servicing as per the manufacturer's recommendations.
- A vehicle used by a Judge (who is based in Brisbane) will normally be serviced by the will continue to be serviced by the dealer who originally supplied the vehicle, once the vehicle is out of the warranty period.
- A vehicle used by a Judge who is based outside Brisbane will normally be serviced by a local motor vehicle dealer once the vehicle is out of the warranty period.
- At the time of servicing the dealer must be told that the vehicle is a QFleet vehicle.
- QFleet does not provide a replacement vehicle whilst leased vehicles are off the road for maintenance or repair. In these circumstances it is the responsibility of the Judge to arrange his or her alternative transport. However, if the vehicle is likely to be off the road for longer than two days, the Department will attempt to arrange alternative transport.
- When making arrangements for maintenance and repairs, the actual delivery and collection of the vehicles from the repair or maintenance centres should be arranged by the Judge, presumably through his or her Associate.
- In the event of emergency maintenance being required out of hours, authorised repairers will be free to use their discretion to ensure that vehicles are repaired and made available for use at the earliest possible time.
- Where there is no authorised repairer in the location, drivers of the vehicles may use their discretion to have the vehicle repaired. In this case the repairer is to contact the Fleet Controller at QFleet to arrange invoicing procedures. Each vehicle is covered by RACQ membership and RACQ breakdown services are therefore available.

#### 5.5 Registration

- All vehicles are registered in the name of QFleet.

#### 5.6 Fuel

- Each vehicle has been provided with a fuel card, which may only be used at the designated service stations.
- The fuel card covers the provision of fuel and oil purchases for the QFleet vehicle, which in

turn will be invoiced to the Department.

- Premium unleaded petrol must not be purchased using the fuel card, unless otherwise advised by the QFleet Liaison Officer.
- At the time of purchasing fuel provide the odometer reading to the service station employee, and if correct, sign the service station copy of the fuel docket as evidence of the purchase.
- The dockets should then be forwarded to the Court Administrator who will be responsible for balancing the account each month.

#### 5.7 Records to be Maintained

- Details of the kilometric readings of the vehicles shall be forwarded on the appropriate form to the Court Administrator at the end of each month. This ensures that fringe benefits tax may be calculated accurately and a regular check is maintained on the vehicle's mileage to ensure that replacement vehicles are ordered at the appropriate time.

#### 5.8 Contact Person

- The QFleet Liaison Officer on behalf of the departmental motor vehicle fleet can be contacted on telephone 3239 6373.
- The Judge and other authorised drivers of QFleet vehicles should not contact the QFleet office directly, but should contact the Liaison Officer who will in turn arrange for the required service.

## **Schedule F**

### ***Library costs***

#### **1. Subscriptions**

- 1.1 A Judge has traditionally been supplied with library resources in the form of books and loose-leaf subscriptions. In future, the form in which subscriptions and other materials are provided may be reviewed, in consultation with the Judges, as it becomes more efficient to supply some resources in electronic format. The quality of the content of the library resources provided to a Judge will not be reduced by any change in format.
- 1.2 A Judge will be supplied the following (or the equivalent as necessary) from the departmental subscription:
- (a) District Court and Magistrates' Courts Practice (Butterworths) (Loose Leaf)
  - (b) Cross on Evidence (Australian Edition) (Loose Leaf)
  - (c) Carter's Criminal Law (Loose Leaf)
  - (d) Queensland Legislation, Continuing Reprints, including updates and binders
  - (e) Queensland Acts as Passed (loose and bound)
  - (f) Queensland Legislation Annotations and Queensland Legislation Case Annotations
  - (g) Queensland Statutes bound volumes (1862-1989) and
  - (h) Queensland Acts bound volumes (from 1990)
  - (i) Queensland Sentencing Manual (Robertson and Mackenzie)
  - (j) Commonwealth Acts and Regulations
  - (k) Law of Contract (Cheshire and Fifoot) (Aust. Edition)
  - (l) Sale of Land
  - (m) Fleming on Torts
  - (n) Employers' Liability (Glass, McHugh & Douglas)
  - (o) Luntz on Assessment of Damages for Personal Injuries and Death
  - (p) Supreme Court Practice (Butterworths) (Loose Leaf)
  - (q) Dictionary

#### **2. Legal resources allowance**

- 2.1 A legal resources allowance of \$1,000 (inc GST) per annum will be granted to a Judge for the purchase of law books and resource materials at his or her discretion.
- 2.2. Resource materials to be purchased from the annual \$1,000 allowance can be obtained by a Judge or ordered through the Court Administrator.
- 2.3. Publications purchased with this allowance remain the property of the Judge.
- 2.4. All other publications supplied remain the property of the Department.
- 2.5 This allowance is not cumulative. Any unused balance can not be carried over to defray expenditure in subsequent years.

## **Schedule G**

The conditions previously provided for by this schedule are subject to the *Judicial Remuneration Act 2007* and the *Judges (Pensions and Long Leave) Act 1957*.



## Schedule H

### ***Associates***

#### **1. Selection**

- 1.1 The recruitment and selection of Associates is to be undertaken in accordance with the protocols adopted by the Judges, as varied, in consultation with the Attorney-General, from time to time.

#### **2. Appointment and Period of Service**

- 2.1 The Chief Judge may appoint a person nominated by a Judge to be an associate. The dates of commencement and termination of duties are determined by the Chief Judge.

#### **3. Nature of Position**

- 3.1 An Associate occupies 'a public office'<sup>1</sup> under the Government<sup>2</sup> to which he or she is appointed<sup>3</sup> and may be removed<sup>4</sup> by the Chief Judge acting on the recommendation of a Judge.

#### **4. Terms of Employment**

- 4.1 An Associate:
- Acts under the direction of, and is responsible to his or her Judge<sup>5</sup>, the position being pre-eminently that of personal assistant to the Judge;
  - Is not a member of the staff of the registry<sup>6</sup>, nor an officer of the Public Service nor subject to the provisions of the *Public Service Act 2008*.

#### **5. Duties**

- 5.1 The duties to be performed and the hours and times to be worked by each Associate is determined by his or her Judge and, subject to the direction of each Judge, will include:

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1 For 'office', see Black's Law Dictionary; and Jowett's Dictionary of English Law.

2 *Constitution Act 1867 (Qld)*, s. 14

3 *Ibid*

4 *Acts Interpretation Act 1954*, s. 25 (1)(b)(i)

5 Cf. *Supreme Court of Queensland Act 1991*, s. 51

6 History of the Supreme Court, at 78

- The duties of the office; and
- The duties specified in the duty statement for Associates as varied from time to time.

## **6. Duties during Judge's absence**

- 6.1 A Judge may, on taking any extended period of leave, direct his or her Associate to undertake such duties in the Court as he or she specifies.

## **7. Authority to expend money**

- 7.1 The extent of the authority of an Associate to incur expenditure and expend money in the course of his or her duties is determined and published by the Department.

## **8. Travel expenses**

- 8.1 Subject to the provisions of Schedule B paragraph 2.2, an Associate accompanying a Judge on official duty is entitled to the same travel expenses and other general conditions as departmental staff in accordance with departmental travel policy as approved by the Director-General.
- 8.2 Where an Associate stays at a non Departmental-preferred accommodation with his/her Judge, the Associate shall be entitled to "reasonable actual expenses" for accommodation, meals and incidentals.
- 8.3 On circuit, an Associate may be paid actual expenses only if the Judge certifies it is reasonable to do so. The expenses must be itemised, and supported by receipts, and certified by the Judge.

## **9. Return from circuit**

- 9.1 An Associate on circuit with a Judge may return to his or her place of residence on those weekends that the Judge also returns (as per Schedule B).

## **10. Meals when jury is deliberating**

See Schedule J.

## **11. Leave**

- 11.1 An Associate is:

- Entitled to such annual recreational leave, not exceeding four weeks in duration for

any period of 12 months service, as may be allowed by his or her Judge;

- To take such annual leave on dates determined by his or her Judge;
- Not entitled to payment in lieu of leave not allowed or not taken;
- Entitled to 10 working days sick leave per annum on full pay.

## **Schedule I**

### ***Security***

The content of this schedule has been removed from the publicly accessible form of this document given it relates to the personal safety of judicial officers.

## **Schedule J**

### ***Meals when jury is deliberating***

1. The actual reasonable cost including, if applicable, an Associate's meal will be met by the Department.

## **Schedule K**

### ***Car parking***

- 1 The Chief Judge is entitled to a large vehicle parking facility in the building from which he or she operates, at no personal cost. This space is to be used at the Chief Judge's discretion.
- 2 A Judge is entitled to a vehicle parking facility in the building from which he or she operates, at no personal cost. This space is to be used at the Judge's discretion.

## **Schedule L**

### ***Holidays***

1. Should a Judge work during part or all of a court vacation, he or she may take an equivalent period of time not exceeding eight weeks on paid leave during the court year.

## Schedule M

### ***Insurance***

A Judge shall be indemnified in the event that he or she suffers death or bodily injury in the course of performing his or her official duties as follows:

#### **1. Personal accident indemnity for members of the Judiciary**

1.1 The Department, for and on behalf of the State of Queensland, will indemnify the following persons (referred to in this indemnity as 'the indemnified persons') against personal accident, death or bodily injury:

- The Chief Judge and Judges of the District Court of Queensland;

on the terms and conditions set out below.

1.2 Scope of the Indemnity

1.2.1 The Indemnity will provide to the indemnified persons compensation for any injuries received by the indemnified person arising out of or in the course of his or her performing official duties, including travel to and from the place of performance of official duties or, in the event of death, to her or his legal personal representative who is to pay or apply the relevant payments to or for the benefit of the indemnified person's dependants.

1.3 Compensation Payable Under the Indemnity

1.3.1 Compensation under this indemnity will be paid to the indemnified persons in amounts calculated to be payable, *mutatis mutandis* and subject to the terms of this indemnity, in the same manner and circumstances in which a worker in employment in a department of government is entitled to receive compensation as is prescribed from time to time in the *Workers' Compensation and Rehabilitation Act 2003* with respect to:

- Personal injury;
- Total or partial incapacity;
- Permanent partial disabilities;
- Recovery of medical or other like expenses; or
- Death.

1.3.2 The 'maximum entitlements' for the purposes of calculating compensation in the event of death, partial incapacity or total disablement will be calculated on the basis of the claimant's current annual salary at the time of such occurrence.

1.3.3 In addition to the above, at the discretion of the Director-General, compensation for certain consequential costs (for example the cost of domestic help) may also be awarded to the claimant.

1.3.4 Compensation will not be payable upon the occurrence of death or bodily



injury that is directly or indirectly attributable to or consequential upon:

- Intentional self-injury or suicide;
- The use of liquor, narcotics or drugs whereby the person indemnified is rendered less capable than usual of taking care of himself or herself.

1.3.5 A payment made or payable under the Personal Accident Indemnity will be repayable or reduced in the amount of damages recovered by the indemnified person consequent upon a common law damages claim.

1.3.6 An amount repayable under this clause will be debt due by the indemnified person to the State of Queensland.

#### 1.4 Payments

1.4.1 Payments are made without any admission of liability by the State of Queensland.

1.4.2 Appropriate documentation evidencing the claim as required by the accountable officer acting pursuant to the *Financial Accountability Act 2009*, for example, medical reports and relevant receipts, must be obtained from the indemnified person before a payment pursuant to this indemnity is made.

## 2. Indemnity for air travel

2.1 Under a separate cover, a maximum benefit of \$375,000 is payable in the event of a death or injury sustained by Judges in the course of air travel while on official duty. This current indemnity was provided for in the repealed Treasurer's Instruction 337 of the *Financial Administration and Audit Act* and Treasury advises that the cover outlined in Instruction 337 is still applicable. Although the instruction does not disclose the applicable amount of cover, Treasury has confirmed that the amount of \$375,000 would be payable in the event of the death of a Judge whilst he or she was travelling aboard an aircraft on official duty.

2.2 A payment made or payable under the Indemnity for Air Travel will be repayable or reduced in the amount of compensation received by the indemnified person or their legal personal representative under the *Civil Aviation (Carriers' Liability) Act 1959* (Cth) or an Act of any State of Australia in substantially identical terms thereto.

2.3 An amount repayable under this clause will be a debt due by the indemnified person to the State of Queensland.

2.4 This indemnity is in addition to the general indemnity and compensation would therefore be payable under both the repealed Treasurer's Instruction and the departmental indemnity.

## **Schedule N**

### ***Maternity/Paternity leave***

#### **1. Maternity leave**

##### 1.1 Provisions

1.1.1 The Chief Judge may grant a Judge, if she becomes pregnant, leave being either-

- (a) Maternity leave which shall be leave of six weeks duration on full salary with any additional leave to be taken without salary; or
- (b) Sick leave in respect of a period of pregnancy-related illness occurring prior to the commencement of maternity leave.

1.1.2 Maternity leave and any sick leave granted in lieu of maternity leave previously granted shall not, in total, exceed 52 weeks in respect of any one pregnancy except where, in the opinion of the Chief Judge, circumstances exist which warrant an extension of the leave.

##### 1.2 Conditions of Granting Leave

1.2.1 The following provisions shall apply in respect of maternity leave:

- (a) A Judge shall make application in writing in sufficient time to allow approval for a minimum period of leave commencing not later than six weeks, or such lesser period as the Chief Judge may determine, before the anticipated date of confinement and concluding six weeks after the date the pregnancy ceases.
- (b) An application for maternity leave shall be supported by a certificate from a medical practitioner showing the anticipated date of confinement.

#### **2. Paternity leave**

##### 2.1 Provisions

2.1.1 A Judge may take one period of paternity leave of not more than one week from the time of confinement of the Judge's spouse or partner;

2.1.2 A Judge may take one period of paternity leave of not more than 52 weeks from the birth of each child to the first birthday of each child;

2.1.3 A Judge is entitled to take approved paternity leave under clause (b) only if he is the primary care-giver for the child for whom the application is made;

2.1.4 All paternity leave granted and taken shall be without pay.

2.2 Application for Paternity Leave

2.2.1 A Judge must give reasonable notice to the Chief Judge of his intention to apply for paternity leave;

2.2.2 The application must indicate the approximate starting and finishing dates of the leave;

2.2.3 The application should disclose the Judge's spouse's name or partner's name and particulars of the paternity leave to be taken.

## **Schedule O**

### ***Appointment and transfer arrangements***

#### **1. Principal Objective**

The principal objectives of this schedule are:

- (a) to ensure that a judicial officer, who is required by virtue of their appointment, as a result of transfer or a decision by a relevant authority, to relocate their principal place of residence in order to perform their judicial office, is assisted with costs necessarily incurred by the judicial officer because of the appointment, transfer or decision; and
- (b) to align the monetary amount of any reimbursement of those expenses to that of chief executives of the public service.

#### **2. Definitions**

In interpreting this schedule:

“appointment” means appointment as a Judge of the District Court.

“employee” – where the word “employee” appears in the Directive, substitute the term “Judge of the District Court”.

“Directive” means Directive 17/10 *Transfer and Appointment Expenses* issued under the *Public Service Act 2008* and if that directive is repealed and a new directive dealing with substantially the same subject matter is made to replace it, then, a reference to the repealed directive is taken to be a reference to the new directive.

“judicial office” means duties and functions associated with appointment.

“judicial officer” means Judge of the District Court.

“principal place of residence” means a residence which has been continuously used and occupied by the person for residential purposes.

“relevant authority” means the authority with the power to transfer a judicial officer.

“transfer” means a decision by a relevant authority to require a judicial officer to be transferred from one centre to another.

#### **3. Who Does This Schedule apply to?**

This schedule applies to a Judge of the District Court who will be required as a result of:

- (a) Their appointment;
- (b) A transfer; or
- (c) A decision of a relevant authority,

to transfer from one centre to another.

#### **4. Application of Directive**

Schedules A and B of the Directive apply, subject to the following amendments:

##### **Schedule A Transfer Expenses**

###### **Clause 1 Principal Objective**

Clause 1 does not apply.

###### **Clause 2 Definitions**

“employee” – where the word ‘employee’ appears in Schedules A and B of the Directive, substitute the words “Judge of the District Court”.

###### **Clause 3 Eligibility**

Clause 3 of Schedule A is subject to an additional eligibility requirement equivalent to the conditions imposed on Chief Executive Officers of the Public Service:

“the Judge must be transferred or promoted to a centre more than 100 kilometres (by road distance) from their residence to new centre of appointment (the most direct route)”

###### **Clause 4 Entitlement**

The third paragraph of this clause (i.e relating to deployees) does not apply.

###### **Clause 21 Maximum Insurance Liability**

Delete the words “an agency transferring an employee is to” on the first line of the first paragraph and insert the words “The State will”.

##### **Schedule B Appointment Expenses**

###### **Clause 1 Entitlement**

Clause 1 of Schedule B is subject to the following eligibility requirement equivalent to the conditions imposed on Chief Executive Officers of the Public Service:

“To be entitled to appointment expenses, the Judge must be appointed to a centre more than 100 kilometres (by road distance) from their residence to the centre of appointment (the most direct route)”

Delete the words “or engagement” from the second line of the first paragraph.

Delete the following sentence from the second paragraph:

“The conditions relating to the sale or purchase of a home or land contained in Schedule A do not apply in the case of appointments from outside the Queensland Public Service unless the chief executive considers it to be in the operational interests of the department.”

**Clause 4 Refund of costs on termination**

Clause 4 does not apply.

**Clause 5 Engagement of temporary employees**

Clause 5 does not apply.

**5. Effective Date**

This schedule applies to Judges of the District Court on and from 9 February 2009.

## **Addendum**

### **Office Operational Arrangements**

The following arrangements pertain at the time of compiling this booklet and are reflective of the perceived requirements at this time. However, after discussion with the Chief Judge, the Minister may vary these arrangements to meet emergent contingencies.

#### **1. Secretary**

##### 1.1 Chief Judge of the District Court

1.1.1 Full time secretarial support, in the person of an executive assistant, will be provided to the Chief Judge as an acknowledgment of the operational requirements of maintaining the Chief Judge's office and chambers.

1.1.2 The secretaries will be officers of the Public Service and subject to the *Public Service Act 2008*.

##### 1.2 Judges of the District Court

1.2.1 Secretarial assistance will be provided to all other Judges on a shared basis at the discretion of the Department.

1.2.2 The secretaries will be officers of the Public Service and subject to the *Public Service Act 2008*.