
Department of Justice and Attorney-General

Land Court Conditions and Entitlements

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Queensland
Government

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Part A: Travel

Introductory Section

General Duty

All Members 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 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 Member 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 Member's home or chambers, and encompasses up to three main meals – breakfast, lunch and dinner.
- 1.4 Where travel is 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 Member, or where accommodation is supplied at no expense to the Member, 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 Member 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 Member may claim reasonable actual expenses for travel requiring overnight accommodation or exceeding 24 hours.
- 2.2 The delegated departmental officer, when considering a claim for expenditure by a Member when he or she has been travelling on actual expenses, may, when determining whether any expenditure is reasonable, consult with the President.
- 2.3 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.

3. Method of payment whilst travelling

- 3.1 A Member 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 Member claims the daily allowance of actual expenses.

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

- 4.1 Unless specifically approved by the Chief Executive¹, the accommodation or other daily expenses of a Member's spouse, partner, child or child-carer, who accompanies the Member 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 Member on a genuine domestic basis as the partner of the Member".

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, Financial Services or nominee.

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

¹ References to the Chief Executive refer to the Chief Executive of the agency administering the *Land Court Act 2000*.

Part B: Air travel

1. Authority for air travel

Travel for Circuit and Court Business

- 1.1 A Member 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 Member 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 Member is required to travel to a court on circuit that is a maximum four hours travel by vehicle from his or her headquarters, a Member 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 Member 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 Member at the destination.
- 1.5 If a Member 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 President to travel by air.
- 1.6 A Member 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 Member expects to sit for a further minimum period of two days;
 - the Member 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 A Member is entitled to travel business class and when travelling with his or her Associate, the Associate may travel business class to enable them to travel in accompanying seats.
- 2.2 An accompanying Associate may return on weekends if his or her Member does.

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

This is to be read subject to the travel provided for in Part A, section 4.

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- 3.1 A Member's spouse or partner or child carer (in the case where a Member elects to pay the air travel costs of the Member's pre-school aged child) is entitled to accompany the Member where it is expected that the circuit court sittings will be for more than one week's duration.
 - 3.2 Alternatively, a Member's spouse or partner or child carer may visit the Member 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 When the spouse or partner or child carer accompanies or joins the Member 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 1.6 is reduced by one return airfare.

Part C: Hire vehicles and taxis

1. Taxis

- 1.1 A Member 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 Member 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.

Part D: Private telephone and postage expenses

1. Telephones at private residences

- 1.1 The private telephone allowance provided to the President of the Land Court is to be equivalent to the private telephone allowance provided to judges in the Supreme Court of Queensland under the same terms and conditions.
- 1.2 The private telephone allowance provided to Members of the Land Court is to be equivalent to the private telephone allowance provided to judges in the District Court of Queensland under the same terms and conditions.

2. Postage

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

Part E: QFleet motor vehicles

Provision of Vehicle

The QFleet vehicle may be used for both official and private purposes, subject to the usage restrictions in clause 2, and may be driven by the Member or such other appropriately licensed person or persons as authorised by the Member.

1. Use of the QFleet motor vehicle

- 1.1 A Member 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.
- 1.2 During the time a Member 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 President.
- 1.3 However, should a Member'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 or the Member's household living at the same premises as the Member and approved by the President.
- 1.4 All expenses in relation to the use and maintenance of the vehicle, including expense 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 Member or involving a Member's spouse, partner or children.
- 2.2 The vehicle should always be used with proper discretion consistent with the Member's office and the purposes for which the vehicle is provided at public expense.

3. Transitional motor vehicle arrangements for an incoming Member

- 3.1 Where a Member assumes office part way through the leasing contract pertaining to a former Member's vehicle, the incoming Member will be assigned the former Member's vehicle for the duration of its lease.
- 3.2 At the discretion of the Attorney-General and where financially advantageous, this arrangement may be varied to cater for the incoming Member maintaining his or her existing QFleet vehicle if, immediately before appointment, the Member was entitled to such a vehicle as a condition of his or her membership of the judiciary or appointed to the Senior Executive Service of the Queensland Public Service.

4. Use of QFleet motor vehicles by an acting Member

- 4.1 An Acting Member 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.
- 4.2 This provision does not apply to a part-time acting Member.

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; and
- The driver of the vehicle will be held responsible for meeting any costs associated with traffic infringements.

5.2 Accessories

- Upon approval of the Chief Executive, vehicle accessories as nominated by a Member 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 range of approved accessories are:
 - sunvisors;
 - towbars;
 - weather shields;
 - window tinting;
 - extra seats;

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- Seat covers, cargo barriers (station wagons only) and roof racks are excluded. If a Member wishes to have any of these fitted to his or her vehicle, they may be purchased and fitted at the Member's expense and remain property of the Member; and
 - 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 Loss of 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 (07) 3239 6373) immediately to ensure a claim is made upon QFleet's insurers.
- Two quotations for repair are to be obtained by the Member 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.
- Members 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 Chief Executive. 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 Chief Executive may release the Member from the obligation to make restitution for the item.
- Personal items that are stolen with or from a QFleet vehicle are the responsibility of the Member.
- The Member may wish to arrange private insurance for personal 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.

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- 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 Member will normally be serviced by the QFleet Vehicle Services Division (Government Garage) Colchester Street, South Brisbane, once the vehicle is out of the warranty period.
 - QFleet does not provide a replacement vehicle whilst leased vehicles are undergoing maintenance or repair. In these circumstances it is the responsibility of the Member 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 Member, or by his or her Associate as directed by the Member.
 - 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 not 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

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- Each vehicle has been provided with a fuel card, which may only be used at the designated service stations or at the QFleet Vehicle Services Division (Government Garage) Colchester Street, South Brisbane.
 - 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.
 - At the time of purchasing fuel the kilometric reading of the vehicle must be recorded onto the docket.
 - The dockets, together with the end of month kilometric reading, should then be forwarded to the QFleet Liaison Officer 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 QFleet Liaison Officer 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 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 (07) 3239 6373.
- Where vehicle servicing is required, drivers should contact QFleet Liaison Officer who will in turn arrange for the required service, and should not contact QFleet directly.

Part F: Salaries, allowances, pensions and leave of absence

1. Salary and allowances

- 1.1 The Land Court President and Members are entitled to be paid an annual salary in accordance with Part 2 of the *Judicial Remuneration Act 2007*. The amount of annual benchmarked salary is determined by the Federal Remuneration Tribunal established under the *Remuneration Tribunal Act 1973* (Cth).
- 1.2 The benchmarked salaries for the Land Court President and Members are published in the Queensland Government Gazette, equivalent to the Federal Remuneration Tribunal's determinations.

2. Additional allowances

- 2.1 Jurisprudential / Expenses of Office Allowance

The Land Court President and Members are entitled to a jurisprudential allowance (part of the judicial officers' salary) and expenses of office allowance as prescribed under Part 3 of the *Judicial Remuneration Act 2007*.

- 2.2 Library Allowance

The Land Court President is entitled to a library allowance equivalent to that provided to judges of the Supreme Court of Queensland under the same terms and conditions.

Members of the Land Court are entitled to a library allowance equivalent to that provided to judges of the District Court of Queensland under the same terms and conditions.

3. Pensions and leave of absence

- 3.1 A Member's pension and leave of absence entitlement conditions are pursuant to the provisions of the *Judges (Pensions and Long Leave) Act 1957*, subject to section 40 of the *Land Court Act 2000* (Qld).3.2

Part G: Car parking

1. A Member 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 Member's discretion.

Part H: Holidays

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

Part I: Insurance

A Member 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 Land Court

- 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 person') against personal accident, death or bodily injury:
 - The President and Members of the Land 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 person compensation for any injuries received by the indemnified person arising out of or in the course of the performance of 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 person 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 it 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 Chief Executive, compensation for certain consequential costs (for example the cost of domestic help) may also be awarded to the claimant.

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- 1.3.4 Compensation will not be payable upon the occurrence of death of 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 of 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 a 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 The Air Travel Indemnity Policy provides an ex gratia payment for Queensland Government employees who have received permanent injuries or who have been killed in an aircraft accident whilst on official duties.
- 2.2 The President and Members of the Land Court are entitled to be included as Queensland Government employees for the purposes of this policy.

Part J: Maternity/Paternity leave

1. Maternity leave

1.1 Entitlements

1.1.1 The President may grant the Member, if she becomes pregnant, leave being either

- (a) Maternity leave which shall be leave of six weeks duration on full 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 President, 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 Member 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 President may determine, before the anticipated date of delivery 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 delivery.

2. Paternity leave

2.1 Entitlements

2.1.1 A Member may take one period of paternity leave of not more than one week from the time of expected delivery date for the Member's spouse or partner;

2.1.2 A Member 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 Member is entitled to take approved paternity leave under clause 2.1.2 only if they are the primary caregiver for the child for whom the application is made;

2.2 Application for Paternity Leave

2.2.1 A Member must give reasonable notice to the President 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 Member's spouse's name or partner's name and particulars of the paternity leave to be taken.

Part K: Appointment and transfer arrangements

1. Members are entitled to the same appointment and transfer arrangements as the Chief Executive.

Addendum: Office Operational Arrangements

Secretarial and administrative support for the President as Head of Jurisdiction will be performed by an Executive Assistant.

The Registrar will provide assistance of an Associate to the President and Members as required.