



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The GEO Group Australia Pty Ltd
(AG2012/7131)

PARKLEA CORRECTIONAL CENTRE - CORRECTIONAL OFFICERS ENTERPRISE AGREEMENT 2012

Corrections and detentions

SENIOR DEPUTY PRESIDENT DRAKE

SYDNEY, 23 JULY 2012

*Application for approval of the Parklea Correctional Centre - Correctional Officers
Enterprise Agreement 2012.*

[1] An application has been made for approval of an enterprise agreement known as the *Parklea Correctional Centre - Correctional Officers Enterprise Agreement 2012* (the Agreement). The application was made pursuant to s185 of the *Fair Work Act 2009* (the Act). It has been made by The GEO Group Australia Pty Ltd. The agreement is a single enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] I am satisfied that each of the requirements of ss186, 187 and 188 of the Act as are relevant to the application for approval have been met.

[4] The Community and Public Sector Union, State Public Services Federation Group and United Voice, New South Wales, being bargaining representatives for the Agreement, have given notice under s183 of the Act that it wants the Agreement to cover it. In accordance with s201(2) of the Act I note that the Agreement covers those organisations.

[5] The Agreement is approved and, in accordance with s54 of the Act, will operate from 30 July 2012. The nominal expiry date of the Agreement is 31 December 2014.



SENIOR DEPUTY PRESIDENT

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PART A

SECTION 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as the Parklea Correctional Centre - Correctional Officers Enterprise Agreement 2012 (“Agreement”).

1.2 Agreement Coverage

This Agreement shall be binding on The GEO Group Australia Pty Ltd (the Company) and its employees covered under Clause 2.1 below. This Agreement shall apply while the employees are performing the duties covered under Clause 2.1 at the Parklea Correctional Centre (Centre) and while performing duties in connection with or are incidental to the provision of correctional management services at the Centre (including performing prisoner escorts outside of the Centre).

1.3 Date of Operation & Duration

This Agreement shall come into operation 7 days from the date of approval by Fair Work Australia, or such other date determined by Fair Work Australia and shall have a nominal expiry date of 31 December 2014.

The parties agree to begin negotiations on a new agreement no less than three months prior to the nominal expiry date of this agreement.

1.4 Agreement Posting

An accurate copy of this Agreement shall be provided to the employee(s) and will be further exhibited in a conspicuous and convenient place on the premises of the Company so as to be easily read by employees where required by law.

1.5 Definitions

1.5.1 "Act" means the *Fair Work Act 2009* (Cth) or any successor to that Act.

1.5.2 "Award" means the Corrections and Detention (Private Sector) Award 2010.

1.5.3 "Casual Employee" shall mean an employee where their appointment is made on an intermittent or irregular basis to meet unforeseen requirements for staffing, who is advised at the commencement of employment that they are a casual employee; and, for so long as they are paid as a casual employee.

Casuals may be engaged by the hour for a period not less than four (4) hours and up to a maximum of twelve (12) hours for each engagement.

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Casual employees are not entitled to redundancy, notice of termination, or paid leave other than to long service leave in accordance with any applicable legislation.

- 1.5.4 "Company" means The GEO Group Australia Pty Ltd.
- 1.5.5 "Correctional Officer" shall mean an employee appointed by the Company to a position covered by the classification structure provided under Clause 2.1 of this Agreement.
- 1.5.6 "Fixed Term" means an appointment for a specified period of time or to fulfil a specified task of limited duration.
- 1.5.7 "Full time employee" shall mean an employee engaged to work an average of thirty eight (38) hours per week, such times to be averaged over a four (4) or six (6) week period.
- 1.5.8 "General Manager" means the General Manager of the Parklea Correctional Centre or such other person nominated by the General Manager.
- 1.5.9 "Permanent employee" shall mean an employee who is appointed on an ongoing basis with no conditions being placed on the tenure of the employment
- 1.5.10 "Permanent part time employee" shall mean an employee appointed on a continuing basis to work an agreed number of ordinary time hours per week, being not less than an average of 16 ordinary time hours and not more than an average of 37 ordinary time hours per week such times to be averaged over a four (4) or six (6) week period.
- 1.5.11 "Probation" shall mean a period not exceeding six (6) months from the appointment to Correctional Officer One following completion of pre service training.
- 1.5.12 Redundant or redundancy is where the Company no longer requires a job being performed by an employee to be performed by anyone.
- 1.5.13 "Standards" means the National Employment Standards provided under the Act and effective from 1 January 2010. Where applicable, a reference to the Standards prior to 1 January 2010 is a reference to the Australian Fair Pay and Conditions Standards (as relevantly preserved in the transitional arrangements to the Act applying up to 1 January 2010).
- 1.5.14 "Trainee Correctional Officer" shall mean an employee where appointed as such and who meets the qualifications of the Company and/or the Corrective Services New South Wales for employment as a Trainee Correctional Officer and who is directly employed by the Company for a

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period of not less than six (6) weeks of pre-service training in custodial correctional services.

1.5.15 "Union" means and refers to either the Community and Public Sector Union (CPSU) or United Voice.

1.6 No Extra Claims

No extra claims of any nature whatsoever will be made by any party or on behalf of any party during the term of this Agreement including claims that relate to changes in conditions of employment or any other matters related to the employment of employees, whether dealt with in this Agreement or not.

1.7 Agreement Prevails over Awards Etc.

The Award does not apply to an employee in relation to their employment at a time when this Agreement applies.

This Agreement replaces any previous agreements between the Company and employees.

SECTION 2 – WAGES AND CONDITIONS OF EMPLOYMENT

2.1 Classification Structure

An employee while employed under the provisions of this Agreement shall be employed as either a Trainee Correctional Officer, Correctional Officer One, Correctional Officer Two, Correctional Officer Three, Overseer or Correctional Supervisor. Correctional Officers One, Two, and Three, Overseer and Correctional Supervisors shall be required to carry out the duties and responsibilities included in the generic duty statements attached to this Agreement as Schedule One and any other custodial duties that may be lawfully requested by the Company, to the extent which is appropriate for an employee's training and experience.

2.1.1 Trainee Correctional Officers shall be directly employed by the Company for a period of not less than six (6) weeks for the purpose of undertaking pre-service training in custodial correctional services. Persons appointed to this level shall be required to meet the qualifications of the Company and/or of the Corrective Services New South Wales for engagement as a Trainee Correctional Officer.

2.1.2 Correctional Officer One:

- (a) Initial employment as a Correctional Officer will normally be to the first step of this level and during the next six months of any such appointment the employee's employment will normally be on a probationary basis, in accordance with the provisions of this Agreement covering probationary employees.
- (b) Where an employee holds acceptable qualifications at the time of engagement, or may have suitable experience, the requirement to complete a probationary period may be waived, in whole or in part, at the discretion of the Company.
- (c) Appointments to this level should be subject to an employee having successfully completed the pre service training provided by the Company to a Trainee Correctional Officer, or to the person having had training and/or experience deemed by the Company to be equivalent to that provided by the Company to a Trainee Correctional Officer.
- (d) An employee at this level shall be required, during the course of their employment to undertake the training specified and shall carry out the duties of a Correctional Officer as specified in Schedule 1 of this Agreement under regular supervision.
- (e) Where appointed as a full time employee to this level an employee will be required to complete Certificate III in Correctional Practice within 12 months of engagement. Where

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appointed as a part-time/casual employee to this level, an employee will be required to complete certificate III in Correctional Practice within the pro-rata equivalent of 12 months of full time service with the Company.

2.1.3 Correctional Officer Two:

- (a) Where appointed as a full time employee to this level, an employee must have completed Certificate III in Correctional Practice.
- (b) No Casual Custodial Officers employed after the agreement comes into operation will be eligible to progress to Level 2.
- (c) Casual Custodial Officers employed at Level 2 upon commencement of this agreement will continue to receive the salary nominated in the attached salary schedule for Level 2 as the case may be for the length of this agreement or until they terminate their employment. Casual Custodial Officers at Level 2 will be able to progress through the classifications to Level 3 if they have served a prorata 12 months equivalent to 2,080 ordinary hours with satisfactory performance reviews.
- (d) Notwithstanding the above paragraph an appointment may be made by the Company to the classification of Correctional Officer Two where a permanent employee holds qualifications and/or experience deemed by the Company to be appropriate for such appointment.
 - I. Where a permanent employee is classified as a Correctional Officer One and has completed the required 12 months service with the Company and is denied promotion to the Correctional Officer Two level, an employee shall have access to an appropriate appeals procedure.
 - II. An employee at this level shall carry out the duties of a Correctional Officer as specified in Schedule 1 of this Agreement.

2.1.4 Correctional Officer Three:

- (a) Appointment to this level is conditional upon a permanent employee having completed one year of continual satisfactory service with the Company as a Correctional Officer Two.
- (b) No Casual Custodial Officers employed after this agreement comes into operation will be eligible to progress to Level 3.

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- (c) Casual Custodial Officers employed at Level 3 upon commencement of this agreement will continue to receive the salary nominated in the attached salary schedule for Level 3 as the case may be for the length of this agreement or until they terminate their employment..
- (d) Notwithstanding the above paragraph an appointment may be made by the Company to the classification of Correctional Officer Three where a permanent employee holds qualifications and/or experience deemed by the Company to be appropriate for such appointment.
- (e) An employee at this level shall carry out the duties of a Correctional Officer as specified in Schedule 1 of this Agreement.

2.1.5 Overseer

- (a) Appointment to this level shall be subject to the existence of a vacancy and to the Company being satisfied that an employee has had sufficient experience and meritorious service to warrant such appointment, holds appropriate Trade Qualifications for the vacancy and has successfully completed Certificate III in Correctional Practice.
- (b) The company reserves the right to recruit and select appropriately qualified tradespersons as Trades Instructor if no Correctional Officer holds the required trade qualification or is successful in their application.
- (c) All appointments will be made in accordance with the Company's merit selection and EEO policies.

2.1.6 Correctional Supervisor:

- (a) Appointment to this level shall be subject to the existence of a vacancy and to the Company being satisfied that an employee has had sufficient experience and meritorious service to warrant such appointment and has successfully completed Certificate III in Correctional Practice.
- (b) All appointments will be made in accordance with the Company's merit selection and EEO policies and shall normally be subject to the person having successfully completed the training and having passed the examinations determined by the Company from time to time to be appropriate for this level, which training will comprise the Company's Supervisor's Course and Certificate IV in Correctional Practice, to be completed

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within 12 months of appointment. Provided further that in determining what training is appropriate and what examinations are to be set the Company shall have regard only to the requirements of the job and shall not set standards which are inappropriate or which are so high as to be practically unattainable by an employee at the Parklea Correctional Centre.

- (c) An employee at this level shall carry out the duties of a Correctional Supervisor as specified in Schedule 1 of this Agreement.

2.2 Wages

2.2.1 Penalty Rates and Loadings: the rates of pay prescribed in Table 1 of Part B - Rates of Pay, - of this Agreement constitute an annualised salary based on a 38 hour week and are inclusive of a component in lieu of weekend penalties, shift allowances and annual leave loading, which may otherwise apply and no additional penalties and/or loadings are payable in relation to these matters.

2.2.2 Payment of Wages: Wages shall be paid on a fortnightly basis, not later than close of business on Thursday, by way of Electronic Funds Transfer into a nominated bank, cheque or cash account at the discretion of the Company. In the event of payment by cheque, the Company shall issue to an employee such cheque on or before close of business on Thursday of the week such payment is normally made.

2.3 Dog Handler Allowance

2.3.1 A Dog Handler shall be paid a 5% allowance based on annualised salary and in addition to their annualised salary for the period, they are engaged as a Dog Handler.

2.3.2 The Company will provide a fully maintained vehicle including all associated running costs whilst the Officer is employed as a dog handler.

2.3.3 The Company will be responsible for providing suitable kennelling facilities during the employee's leave

2.3.4 The Company will cover the cost of approved veterinary treatment provided to the animal as well as food and kennel at the employee's home

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2.4 Contract of Employment:

2.4.1 Full Time Employment:

A full time employee employed within the classifications covered by this Agreement shall be paid the rate of pay for the relevant classification as prescribed in Table 1 of Part B - Rates of Pay - of this Agreement.

2.4.2 Part Time Employment:

- (a) Ordinary Time Rate of Pay: A part time employee shall be paid, for each hour of ordinary time worked, 1/38th of the weekly rate for the relevant classification prescribed under Table 1 of Part B of this Agreement.
- (b) Pro-rata Leave Entitlements: Part time employees shall be entitled to pro-rata annual, personal/carer's and long service entitlements, as prescribed by this Agreement, calculated in accordance with the proportion of part time hours of work as completed to full time hours worked.
- (c) Other Agreement Provisions: Subject to the provisions of sub clause 2.4.2(a) and 2.4.2(b) above, all other provisions of the Agreement applicable to full time permanent employees shall apply equally to part time employees.

2.4.3 Fixed Term Employment:

An employee may be appointed to a full-time or part-time position for a specified period of time or to fulfil a specified task of limited duration, and in such cases the employee's appointment as a fixed term employee shall terminate at the end of the specified period of time or on completion of the specified task. Provided that nothing in this clause shall be read as preventing an employee, where appointed as a fixed term employee from applying for and being appointed to a continuing position during the term of their fixed term appointment.

2.4.4 Casual Employment

- (a) Ordinary Time Rate of Pay: Casual employees shall be paid, for each hour of ordinary time worked, the casual ordinary per hour rate for the relevant classification level prescribed under Table 1 of Part B. The rate of pay in Table 1 includes any entitlement to shift penalties or casual loading.
- (b) Other rates of Pay: the hourly rates of pay for casual employees working overtime are also set out in Table 1 of Part B. The

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rates so set out are in lieu of all penalties that might otherwise apply under this Agreement.

- (c) Pay-in-Lieu of Leave: Casual employees are not entitled to paid leave provided to other categories of employees (other than long service leave in accordance with applicable legislation). The casual rates prescribed under Clause 2.4.4(a) include a loading in lieu of paid leave.
- (d) A commitment is given to full-time permanent work being the preferred form of employment for all Correctional Officers, with a mechanism for long-term casual staff to be converted to full-time in the event of ongoing engagement via expressions of interest being sent to casual staff.

2.4.5 Requests for Change of Employment Status

There may be occasions in an employee's life where personal matters impact on the ability of a permanent officer's ability to remain in permanent employment for a period of time. GEO will review all requests submitted by staff making an application for change of employment status from permanent to permanent part-time or casual on an individual basis.

- (a) Careful consideration will be made based on the merit of the request and the operational requirements of the business.
- (b) The employee making the request must provide suitable evidence to satisfy the Company that there is genuine hardship.
- (c) The status change if approved will be for a maximum defined period of up to 12 months and subject to periodic review.
- (d) If the circumstance has not changed that precipitated the original request, the employee may resubmit the request for an extension of the defined period. Subject to the review and approval for an extension of the defined period, any approved extension will only be for a maximum period of up to 12 months. Should the hardship circumstances continue to impact on the Officer's ability to resume full duties within the permanent position then a review and decision is to be made in regards to ongoing employment status.
- (e) Officers employed at the time this agreement comes into operation may retain their current grade classification.

2.4.6 Variation of Hours

While engaged as a full time employee, the hours per week for which a weekly employee is engaged shall constitute a term of an employee's

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contract of employment and shall only be varied in accordance with the law governing variation of such contracts.

2.4.7 Probation

- (a) Where an employee has successfully completed the Company's pre-service training, an employee may be appointed as a continuing full time or part time employee for a probationary period not exceeding six (6) months, to carry out the duties associated with the provision of custodial correctional services within the Centre.
- (b) **Prior Casual Employment:** where an employee has successfully completed the Company's pre-service training, an employee may also be offered casual employment within the provisions of this Agreement. In such cases, if the employee is subsequently appointed to a continuing position then the maximum probationary period shall be reduced by one week for each 38 hours worked as a casual employee.
- (c) **Performance Reports:** during the probationary period, an employee's performance will be continually monitored and any deficiency will be brought to the attention of the employee, and the employee shall be advised as to what changes are required in his/her performance in order to correct the deficiency.

2.4.8 Trainee Correctional Officer:

- (a) **Appointment:** Where a person who meets the qualifications of the Company and/or the Corrective Services New South Wales for employment as a Trainee Correctional Officer, that person may be directly employed by the Company for a period of not less than (6) weeks of pre-service training in custodial correctional services.
- (b) **Ordinary Time Rate of Pay:** While engaged as a Trainee Correctional Officer, an employee shall be paid the rate of pay as prescribed in Table 1 of Part B - Rates of Pay - of this Agreement.

2.4.9 Use of Available Skills:

- (a) The Company may direct an employee to carry out such duties as are reasonable within the limits of the employee's skill, competence and training.

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- (b) The Company 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).
- (c) Any direction issued by the Company pursuant to clauses 2.4.8(a) and 2.4.8(b) shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.

2.4.10 Modification of Structured Day When Staff Not Available:

It is agreed that should a staff shortage occur, the priority of both parties to this Agreement is to maintain the security of the Centre, a safe environment for staff, visitors and inmates, and as far as practicable, maintain the Centre's structured routine, whilst recognising the current GEO contractual requirements to the Corrective Services New South Wales, in particular the contractually required hours out of cells daily for inmates and inmate hours community work per month.

A staged response to staff shortages should be considered by the duty Correctional Manager Operations (or equivalent) in consultation with Centre management, based on the following strategies:

Monday – Friday (Day):

1. Staff on duty are to be deployed in a manner that ensures safety and security.
2. Casual staff are to be contacted to cover shortfall.
3. Permanent staff are to be contacted and offered overtime to cover shortfall.
4. Correctional Officers rostered to units as additional support are reassigned to cover shortfalls.
5. Non-urgent medical escorts are to be rescheduled until staff are available.
6. Correctional Officers rostered to the industries areas are redeployed to cover shortfalls.
7. Area Managers in charge of affected areas are redeployed to provide additional support.
8. Affected units implement restricted movement, whereby inmates may be restricted to their assigned pods.
9. A partial or full lockdown will only be considered as a last resort after all other avenues have been exhausted, and there is an existing threat to the security and safety of the centre.

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Saturday – Sunday (Day):

1. Staff on duty are to be deployed in a manner that ensures safety and security.
2. Casual Staff are to be contacted to cover shortfall.
3. Permanent staff are to be contacted and offered overtime to cover shortfall.
4. Correctional officers rostered to units as additional support are reassigned to cover shortfalls.
5. The duty on-call Manager is to provide support for affected areas
6. Unit visits may be combined.

Nightshift:

1. Staff on duty are to be deployed in a manner that ensures safety and security.
2. Casual Staff are to be contacted to cover shortfall.
3. Permanent staff are to be contacted and offered overtime to cover shortfall.

2.5 Staffing

All parties covered by this agreement recognise that the Company has an obligation with the clients and its employees to set staffing levels that guarantee a safe working environment

2.6 Occupational Health and Safety Requirements.

Legal Obligations: The Company shall meet its legal duty under the *Work Health and Safety Act 2011 (Cth)* to provide a safe place of work for its employees and shall staff the facility accordingly. The employees and management shall also meet their legal duty under the *Work Health and Safety Act 2011 (Cth)*.

The Company Is committed to preventing injury and illness in the workplace by ensuring the provision of a work environment that is safe and without risk to health for all employees, contractors (Deemed Workers) and visitors and complies with all relevant Acts, Regulations and AS/NZS 4801 standard.

- 2.6.1 The parties agree that a safe and secure workplace is important. The Company will take all appropriate steps to ensure the health and safety of all persons on the site. Employees will take all reasonable care to ensure their own health and safety and to ensure that no action or inaction by them compromises the health and safety of any other person on the site. Each employee will be aware of and will follow the Company's safety procedures. Appropriate training on such procedures will be provided upon induction for new employees and on a needs basis for existing employees as changes to procedures occur.

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- 2.6.2 The Company will facilitate the formation of a Work Health & Safety Committee and provide any training required by the *Work Health and Safety Act 2011* (Cth) for duly elected members.
- (a) The formation and make-up of a WHS Committee and WHS Representatives will be conducted in accordance with the requirements of the *Work Health and Safety Act 2011* (Cth) and ensure representation of the work groups that exist in the Centre and the parties agree it will be representative of the work areas that exist in the Centre.
 - (b) Elections of WHS committee members and WHS representatives will be conducted in accordance to the relevant Act.
 - (c) Formal training in the responsibilities of the WHS Committee and Representatives will be provided by an accredited provider.
- 2.6.3 The Company commits to consultation with workers and their representatives in matters relating to work health and safety.

2.7 Hours of Work

- 2.7.1 For any employee engaged as a day worker the provisions of clauses 20.1(a) and (b) and 20.2 of the Award will apply.
- 2.7.2 Generally employees working under this Agreement will be engaged as shiftworkers i.e. as employees whose roster includes ordinary hours outside the span 6am – 6pm Monday to Sunday.
- 2.7.3 For Shiftworkers:
- (a) Ordinary hours of work shall be rostered continuously. Ordinary hours for an employee including paid meal breaks shall be eight (8) hours, or twelve (12) hours, on any one day and not more than an average of seventy-six (76) hours per fortnight, averaged over a six week period for staff rostered on 12 hour shifts or a four week period for staff rostered on 8 hour shifts. The Company shall determine whether eight, or twelve hour shifts are to be worked, in order to meet operational requirements.
 - (b) Variation of Full Time Ordinary Hours: By mutual agreement between the parties to this Agreement or in accordance with clause 2.15, ordinary hours of work other than eight (8) hours, or twelve (12) hours per day (not to exceed 12 hours per shift) including paid meal breaks, may be worked with a maximum of one hundred and fifty two (152) hours over a four (4) week

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period for staff rostered on 8 hour shifts, or, two hundred and twenty eight (228) ordinary hours over a six (6) week period for staff rostered on 12 hour shifts.

2.7.4 Rosters:

The ordinary working hours of employees shall be worked in accordance with a roster. The Company shall establish the proposed roster to meet the requirements of the business. Rosters will be developed to recognise the need for Work/Life balance for employees. The Company will review the roster to ensure that it is fair and equitable in consultation with employee representatives. Where rosters are varied, employees will not be left in a financially worse position than the provisions of the Modern Award.

A copy of this roster shall be posted in a conspicuous place accessible to employees.

In accordance with rostering principles, the following applies unless otherwise agreed by the employee:

- **General**
 - Will have days off before commencing Night Shift
 - Will have days off after completing afternoon shift
- **Eight (8) Hour Roster**
 - 8 hour rosters are for a 28 day period which encompasses working 19 days and having 9 days off;
 - Will only work a maximum of 7 days consecutively within the roster period;
 - Will work a minimum of two days consecutively;
- **Twelve (12) Hour Roster**
 - 12 hour rosters are for a 42 day period which encompasses working 19 days and having 23 days off;
 - Will work only work a maximum of five (5) days consecutively within the roster period.
 - Will work a minimum of 2 (two) days consecutively;

2.7.5 The Company will consider requests to facilitate partners working on the same shift:

- (a) if requested in writing;
- (b) not as superior/subordinate in the same department;

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- (c) provided there is no abuse of that privilege by the individuals involved; and
- (d) the request does not impact on the smooth operation of the business.

2.7.6 **Commencement and Cessation of Duty:** Correctional Officers shall start and cease duty in the muster area at the Parklea Correctional Centre or as otherwise designated by the General Manager,

- (a) provided that where there is a requirement for employees to work away from the Centre they may start and cease work at such locations.
- (b) Travelling time in excess of that normally required to report for work at the Parklea Correctional Centre to and from such locations shall be counted as time worked. Officers shall receive advance notification of a requirement to start and cease away from the Centre and the period of time during which such employees are required to do so shall be stipulated.

2.7.7 **Training on Rostered Days Off:** An employee who volunteers for training on his or her rostered day off, shall be paid during that training period at ordinary time. Where an employee is required to attend training courses on his or her rostered day off, an employee shall be paid at the rate of time and half with minimum payment of three (3) hours or shall be given equal time off (i.e. at the rate of one and a half hours off for every hour of training) within the following ten days.

2.8 Overtime

2.8.1 **Overtime Loading - Permanent Employee:** Subject to the provisions of sub clauses 2.8.4 and 2.8.5, all time worked by permanent employee in excess of ordinary hours of duty shall be paid for at the rate of time and a half.

2.8.2 **Meal Allowance on Overtime:** Where an employee is required to continue working for more than four (4) hours after the cessation of ordinary duty, an employee shall be paid an allowance as prescribed under Item 1 of Table 2 of Part B - Rates of Pay, - of this Agreement.

2.8.3 **Call Back:** Where a permanent employee is recalled from home to perform duty after completing a full shift or on any leave day or off duty day shall be paid at the rate of time one and half for such duty with minimum payment of three (3) hours.

2.8.4 **Pre-Shift Briefing:** Where the Company requires that an employee report to the muster area for briefing and the transfer of equipment prior to the commencement of his or her shift, such briefing will be carried out at no extra cost to the Company provided the briefing time does not exceed 10

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minutes. If the Company requests the employee to report to the muster room for briefing more than 10 minutes prior to the commencement of the employee's shift, the employee shall be entitled to overtime pay for such excess time.

2.8.5 **Post Shift Delays:** Where a permanent employee is required by the Company, on the direction of the Shift Management or other authorised person, to remain on site for any reason whatsoever after the rostered end of their shift, the employee shall be paid overtime rates for each quarter hour or part thereof for which they are required to remain on site.

2.8.6 **Late Arrivals:** Where a permanent employee arrives after the commencement of their rostered shift, the employee may be directed to remain on duty until completing the normal number of hours for that shift or may have payment deducted for each quarter hour or part thereof for which they are late.

2.8.7 **Time Off in Lieu of Payment for Overtime**

(a) A permanent employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company within 3 months of the said election. Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

(b) If, having elected to take time as leave in accordance with clause 2.8.7(a), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 3 month period or on termination.

(c) Where no election is made in accordance with clause 2.8.7(a), the employee shall be paid overtime rates in accordance with this Agreement.

2.8.8 **Make-up Time**

(a) A permanent employee may elect, with the consent of the Company, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time at the ordinary rate of pay.

(b) A permanent employee on shift work may elect, with the consent of the Company, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

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2.9 Minimum Break

- 2.9.1 All employees shall be entitled to a ten hour break between the end of one rostered shift and the commencement of the next shift (or part shift)
- 2.9.2 Where the time between one such shift and another is less than ten hours, the second shift shall be paid at double ordinary time rates unless the shift is delayed until 10 hours has elapsed, without loss of ordinary pay for the employee.
- 2.9.3 The employee will notify the Company when requested to work overtime in the case that in accepting the overtime offered a ten hour break would not be available before the commencement of the next rostered shift. This will ensure that the manager can seek approval for overtime for the next rostered shift or determine a variation as required. The manager is to record on the operations overtime form if there will be no 10 hour break and the Operations Manager's approval. The employee will not be entitled to overtime if such notification is not supplied and the employee is aware that in accepting the overtime it would be incurred.

2.10 Performance of Higher Duties

- 2.10.1 Higher Duties Allowance: where an employee is called on to perform work at a level above their current classification level; the employee shall be paid the rate prescribed for such higher classification level under Table 1 of Part B - Rates Pay, - of this Agreement for all work so performed.
- 2.10.2 Higher Duties shall only be undertaken under circumstances of mutual agreement between an employee requested to undertake the duties and the Company.

2.11 Termination of Employment

At all times, an employee's continued employment is conditional upon satisfactory job performance, obtaining and maintaining satisfactory security and probity clearances (including relevant Police and Corrective Services clearances) and being legally entitled to work in Australia.

2.11.1 Full-time and part-time permanent employees - Termination by Company

An employee may be summarily dismissed for serious misconduct, being conduct by the employee of such a nature as would constitute a repudiation by the employee of his or her contract of employment, including but not limited to serious or wilful misconduct, dishonesty, drunkenness, insubordination, or other similar major breach of rules or standards.

In such cases the employee shall be entitled only to all salary and holiday pay due to the employee up to the time of such dismissal.

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- 2.11.2 Except as provided for elsewhere in this agreement (including clauses 2.11.1, 2.11.5, 2.11.6 or, in the case of redundancy where a more beneficial entitlement to notice is provided for in Section 5 – Redundancy Provisions), the Company will give the following notice of termination to permanent employees:

Employee's period of continuous service	Period of notice
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

Provided that where an employee has had greater than two (2) years continuous service with the Company and is over 45 years of age an additional one (1) week's notice will be provided.

- 2.11.3 Payment may be made in lieu of all or part of the notice prescribed in paragraph 2.11.2 above.
- 2.11.4 **Termination of Employment While Engaged as a Permanent Employee:** while engaged as a permanent employee, an employee may terminate his/her employment at his/her own discretion, by providing the Company with notice of termination (as set out below) or to forfeit pay in lieu of the said notice (on the basis set out below):

Employee's period of continuous service	Period of notice
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

Where an employee fails to provide the Company with the required notice of termination (or written explanation in relation to "acceptable circumstances" which have prevented the employee from providing such notice), the employee shall forfeit (from any termination payment owed) an amount equal to the ordinary time wages which would have been payable in respect of rostered shifts occurring after the employee has finished work and prior to the expiry of the required notice period.

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“Acceptable circumstances” means “resignation on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the worker” and shall have the same meaning as under the *Long Service Leave Act 1955* (NSW), as amended, or other reason acceptable to the Company.

- 2.11.5 Probationary Correctional Officer: while engaged as a probationary correctional officer, either party may terminate the employment by giving not less than one (1) week’s prior written notice, or by the payment or forfeiture (as the case may be) of one (1) week’s pay in lieu of the said notice.
- 2.11.6 Trainee Correctional Officer: while engaged as a trainee correctional officer, either party may terminate the employment by giving not less than two (2) day’s prior written notice, or by the payment or forfeiture (as the case may be) of two (2) day’s pay in lieu of the said notice.
- 2.11.7 Casual Correctional Officer: while engaged as a casual correctional officer, either party may terminate the employment by giving not less than one (1) hour’s notice, or by the payment or forfeiture (as the case may be) of one (1) hour’s pay in lieu of the said notice.
- 2.11.8 Certificate of Service: on the termination of employment the Company shall, at the request of the employee, give the employee a statement signed by the Company stating the period of employment, the class of work employed upon and when the employment terminated.

2.12 Meal Breaks

- 2.12.1 Employees required to work 8 hour shifts shall be allowed one (1) meal break of not less than 30 minutes. Time allowed as meal or crib breaks shall be regarded as time worked. During these breaks, staff shall be expected to respond to any emergency, which may occur during that time. After 8.75 hours of work, staff will be entitled to another 30 minute break, consistent with this clause.
- 2.12.2 Employees required to work 12 hour shifts shall be allowed two (2) meal breaks of not less than 30 minutes each. Time allowed as meal or crib breaks shall be regarded as time worked. During these breaks, staff shall be expected to respond to any emergency, which may occur during that time. After 12.75 hours of work, staff will be entitled to another 30 minute break, consistent with this clause.
- 2.12.3 Custodial staff are not permitted to leave the prison site during such breaks without prior approval of their supervisor or manager. Meal breaks will be taken at a time convenient to the Employer no sooner than the 3rd hour and no later than the 5th hour and no sooner than the 7th hour and no later than the 10th hour (for 12 hour shifts) after the commencement of the shift

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and shall only be taken once a reliever has been provided to cover the period of the break, unless agreed to by the employee and the employer on merit of request or operational requirement.

- 2.12.4 GEO will make every effort to provide all Employees with a meal break. However, there may be circumstances where a break is not made available and in such circumstances, an Employee and GEO may agree that the Employee will forgo their meal break in exchange for the payment of an extra 30 minutes for the shift such extra time to be paid at 150% of the particular Employee's rate of pay.

2.13 Rest Pauses

- 2.13.1 Full time employees shall be entitled to a rest pause of ten (10) minute's duration in the Company's time in the first and second half of their daily work. No deduction of pay shall be made for each rest pause so taken.
- 2.13.2 Part time or casual employees engaged for a period of not more than four (4) hours shall be entitled to a rest pause of ten (10) minutes duration in the Company's time.
- 2.13.3 Part time or casual employees engaged for a period of more than four (4) hours and up to a full shift shall be entitled to a rest pause of ten (10) minute's duration in the Company's time in the first and second half of his or her engagement.
- 2.13.4 When taken: rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

2.14 Superannuation & Salary Sacrifice

- 2.14.1 An employee shall be entitled to Superannuation in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth). Employer contributions will be made to the "Australian Super" Fund in accordance with the rules of that Fund or such other compliant industry superannuation fund as may be nominated and agreed between the Company and the employee.
- 2.14.2 The Company will facilitate salary sacrifice arrangements for the employee making personal superannuation contributions on request of such employee (where permitted by law).
- 2.14.3 In the event that the law governing superannuation and taxation changes in such a way as to make the objective of clause 2.14.2 ineffective or illegal, the Company will advise Employees concerned, and the salary sacrifice contribution will cease or be amended.

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2.15 Travelling Time and Expenses

- 2.15.1 While travelling under the instructions of the Company, an employee shall be deemed to be working while travelling so far as they may be travelling during ordinary hours of duty.
- 2.15.2 All reasonable fares incurred by an employee whilst travelling on the Company's business shall be paid by the company. The fares allowed shall be:
- (a) On passenger coaches - normal fare:
 - (b) On trains - first class (with sleeping berth if available): and
 - (c) On passenger aircraft - economy class.
- 2.15.3 An employee who is required by the Company, within his/her ordinary working hours, to travel in excess of ten kilometres from the location where he/she is usually employed, shall be allowed reasonable return fares.
- 2.15.4 If an employee is required in the course of his or her work to remain away from home overnight, he or she shall be reimbursed by the Company for all reasonable expenses actually incurred in obtaining board and accommodation. The Company reserves the right to make the necessary arrangements on behalf of the employee and to pay the provider direct.
- 2.15.5 While engaged as a permanent employee who is required by the Company to commence and cease work at other than the Parklea Correctional Centre, an employee shall, in addition to all other entitlements, be paid for all time in excess of that normally taken to travel between his or her residence and the Parklea Correctional Centre at ordinary time. In addition, if an employee uses his or her own vehicle, such employee shall be paid for all excess travelling at the rate prescribed from time to time by the Commissioner of Taxation. The per diem rate for meals, as prescribed below in Clause 2.15.6 may be payable.
- 2.15.6 Where a permanent employee who is requested to perform his/her duty away from the facility, such as undertaking escorts, the employee shall be entitled to a per diem meal allowance if they are on duty away from the facility during meal times, at the rates prescribed under Items 2 to 4 Table 2 of Part B - Rates of Pay, Etc - of this Agreement, and shall be varied in future in line with the relevant Australian Taxation Office determinations. For the purpose of the Clause only, meal times are defined as:
- (a) Breakfast between 6:00am and 8:00am
 - (b) Lunch between 12:00 noon and 2:00pm
 - (c) Dinner after 6:00pm

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- (d) Employees will comply with all reasonable requests, from the Company, in relation to the administration of this Travelling Time & Expenses clause and, in particular, in relation to any reporting and/or record-keeping obligations imposed upon the Company (and/or its employees) by the Australian Taxation Office.
- (e) When a Casual Correctional Officer is directed to perform his or her duties away from the Centre for an escort greater than 4 hours, then the Casual Correctional Officer is entitled to either a per diem for Lunch or Dinner, depending on the shift.

2.16 Uniforms

- 2.16.1 A corporate uniform as specified in the Corporate Policy and Procedures, and agreed between the parties, will be required to be worn by an employee while engaged as a Correctional Officer.
- 2.16.2 The Company will supply either one pair of boots or shoes per annum to each employee to a standard agreed between the Company and the Union/s.
 - (a) If the supplied footwear is unsuitable due to medical reasons, then the employee will be reimbursed up to \$100 per annum upon production of a receipt and medical certificate.
 - (b) The substituted footwear must meet the requirements of the Company as per the Corporate Policy on Dress.

2.17 Flexibility Term

- 2.17.1 The Company and employee (not under probation) covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the Agreement deals with 1 or more of the following matters:
 - I. arrangements about when work is performed;
 - II. overtime rates; and
 - (b) the individual flexibility arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in 2.17.1(a); and
 - (c) the individual flexibility arrangement is genuinely agreed to by the Company and employee.

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- 2.17.2 The Company must ensure that the terms of the individual flexibility arrangement;
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth); and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 2.17.3 The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Company and employee; and
 - (c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - i. the terms of the agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv. states the day on which the arrangement commences.
- 2.17.4 The Company must give the employee and their union (if applicable) a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.17.5 The Company or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Company and employee agree in writing – at any time.

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SECTION 3 – LEAVE

Subject to the Standards, an employee will be entitled to leave in this Section 3 on the following conditions.

3.1 Annual Leave

- 3.1.1 For each year of service with the Company, a full time employee is entitled to:
- (a) 4 weeks of paid annual leave (equivalent to 152 hours); or
 - (b) 5 weeks of paid annual leave (equivalent to 190 hours), if the employee qualifies as a shiftworker as defined in Clause 3.1.2.
- 3.1.2 For the purposes of this clause, a shiftworker is an employee whose roster includes ordinary hours outside the span 6am – 6pm Monday to Sunday.
- 3.1.3 Where an employee with 12 months' continuous service is only engaged for part of the 12 monthly period as a shiftworker, that employee must have their annual leave as provided for in 3.1.1(a) increased by half a day for each month the employee is continuously engaged as a shiftworker.
- 3.1.4 An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 3.1.5 Paid annual leave may be taken for a period agreed between an employee and the Company.
- 3.1.6 The Company must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- 3.1.7 An employee may cash out paid annual leave provided:
- (a) The cashing out of paid annual leave would not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks (152 hours);
 - (b) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the employee; and
 - (c) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- 3.1.8 Part time employees will receive a pro rata of annual leave in accordance with Clause 2.4.2(b) of this Agreement.

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3.2 Public Holidays:

- 3.2.1 The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day(s) proclaimed as public holidays for the State of New South Wales shall be public holidays hereunder or as further provided in the Standards.
- 3.2.2 All work done by a permanent employee on public holidays shall be paid for at the rate of double time and half.
- 3.2.3 Should any of the public holidays mentioned in Clause 3.2.1 fall on a day on which an employee is rostered off duty, such employee shall, in lieu of such holiday, be entitled to either payment of an additional 8 hours pay or the addition of an extra 8 hours to his or her annual leave entitlement.
- 3.2.4 Where a permanent employee is rostered to work on any of the aforesaid public holidays he or she may by mutual agreement elect to be paid at his/her ordinary rate of pay for the work performed on that holiday and have one and a half extra days added to his or her annual leave. The option of adding an extra day and one half to their annual leave may only be exercised on five separate occasions in any one year of employment.
- 3.2.5 For the purposes of sub clause 3.2.4, a day shall be regarded as the number of ordinary hours worked on the public holiday in question.

3.3 Long Service Leave

All employees, while covered by this Agreement shall be entitled to long service leave in accordance with the appropriate legislative standard, which currently is the *Long Service Act 1955 (NSW)*.

At the time of making this Agreement, the *Long Service Act 1955 (NSW)* provides, inter alia, that:

- An employee working in New South Wales (whether as a full-time, part-time or casual employee) is entitled to long service leave under the Act after working for a continuous period of ten years for the Company.
- Long service leave is two months of paid leave after ten years service with the same Company and one month of paid leave for each additional five years service.
- An employee who has completed five years (but less than ten years) of service may be entitled to long service pro-rata payment upon resignation or termination of their employment, depending upon the reasons for their resignation or termination.

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- To qualify for long service leave there needs to be continuous service (subject to a maximum two (2) month break) with the Company, even if the employee's duties or position has changed during such service.
- Company-approved absences from work do not break the continuity of an employee's service. However, some absences (such as parental leave) are not counted as time worked. These absences are not included in an employee's period of service when calculating long service leave.
- Long service leave pay is based on whichever is the highest rate:
 - an employee's ordinary pay for the last pay period prior to the leave being taken, or
 - the average weekly ordinary rate of pay earned during the previous 5 years.
- Shift work, other penalty rates and overtime payments are not included.
- Before taking long service leave, an employee may, with the agreement of the Company, be paid in full for the leave or at their ordinary pay rate at their normal regular pay intervals during their long service leave.
- Long service entitlement must be taken as leave. Payment for long service leave entitlements is only made on termination of employment.

3.4 Personal/Carer's Leave

- 3.4.1 For each year of service with the Company, a full time employee is entitled to 10 days of paid personal/carers leave (equivalent to 76 hours). A part time employee will receive a pro rata in accordance with Clause 2.4.2 (b) of this Agreement.
- 3.4.2 An employee's entitlement to paid personal/carers leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 3.4.3 An employee may take paid personal/carers leave if the leave is taken:
- (a) Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - i. a personal illness, or personal injury, affecting the member;
or

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ii. an unexpected emergency affecting the member.

- 3.4.4 Where an employee has no entitlement to paid personal/carer's leave, that employee is entitled to 2 days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
- (a) A personal illness, or personal injury, affecting the member; or
 - (b) An unexpected emergency affecting the member.
- 3.4.5 Notice of the taking of paid personal/carer's leave or unpaid carer's leave must be given to the Company four hours before the rostered shift or as soon as practicable and must include the period, or expected period, of that leave.
- 3.4.6 An employee who is absent from work for 2 or more days on paid personal/carer's leave, or where the employee is on paid personal/carer's leave on either a Saturday, Sunday or public holiday or a day immediately preceding or succeeding a public holiday or rostered day off, must produce a medical certificate or complete a statutory declaration to the satisfaction of the Company in relation to that leave.
- 3.4.7 Where required, an employee who is absent from work on unpaid carer's leave must produce a medical certificate or complete a statutory declaration to the satisfaction of the Company in relation to that leave.
- 3.4.8 Additional Personal Leave: Where an employee has exhausted their accrued personal leave in any year, the employee may apply to the General Manger for an additional period of paid personal leave (up to 4 hours in any 12 month period). Any grant of additional personal leave is discretionary and is subject to the provision of a medical certificate, a statutory declaration and such further documentation as may be reasonably required by the General Manager in support of the application for additional personal leave.

3.5 Special Leave

When an employee has completed a 6 month period of permanent full time continuous service with no sick leave absences from duty in that time, he or she shall, subject to Company Policy, be eligible to apply for one paid day of leave (in addition to other leave entitlements). In lieu of applying to take Special Leave, an employee may apply to have the day added to his / her annual leave (and, upon such application, the day shall be so added).

In lieu of taking a day's leave, an employee may elect to be paid an additional amount equal to the wages payable for the number of hours normally worked daily by an employee. The rate of payment shall be single time.

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3.6 Compassionate Leave

- 3.6.1 An employee is entitled to 2 days of compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- 3.6.2 An employee may take compassionate leave for a particular occasion if the leave is taken:
- (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
 - (b) after the death of the member of the employee's immediate family or household.
- 3.6.3 If an employee, other than a casual employee, takes a period of compassionate leave, the Company will pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For the avoidance of doubt, casual employees are only entitled to unpaid compassionate leave.
- 3.6.4 Notice of the taking of compassionate leave must be given to the Company as soon as practicable and must include the period, or expected period, of that leave.
- 3.6.5 Where required, an employee who is absent from work on compassionate leave must produce a medical certificate or complete a statutory declaration to the satisfaction of the Company in relation to that leave.

3.7 Parental Leave

An employee shall be entitled to unpaid parental leave in accordance with the Act.

3.8 Training Leave

Upon the written application by an employee, the Company and giving the Company one (1) months notice, an employee may be granted up to (5) working days non-cumulative leave each calendar year on ordinary pay (exclusive of any disability allowances), to attend courses and/or seminars conducted by Unions. The granting of such leave shall be subject to the following conditions:

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- 3.8.1 The maximum number of employees attending a course or seminar at the same time will be four (4);
- 3.8.2 The General Manager will not unreasonably withhold approval;
- 3.8.3 Training must be relevant to role as delegate and approved by the General Manager;
- 3.8.4 In granting such paid leave the Company is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee;
- 3.8.5 Leave granted to attend courses will not incur additional payment if such course coincides with an employee's rostered day off;
- 3.8.6 The taking of leave will not affect other leave granted to an employee under this Agreement, nor shall it adversely affect the employee's service for the calculation of leave entitlements.

3.9 Court Leave

An employee who is subpoenaed to be a witness in any Court proceedings arising out of their employment with the Company shall retain any witness fees and/or travelling costs awarded by the Court and, in addition, shall be recompensed as follows:

- 3.9.1 When rostered on duty: payment for the period of absence in accordance with the employee's usual rostered duties less any reimbursement received in relation to lost time at work;
- 3.9.2 When rostered off duty: an alternative day off shall be granted in lieu of the rostered day off on which the employee attended Court, within the following month.

3.10 Military Leave

Unpaid leave not exceeding two weeks in any one year will be granted by the General Manager of the facility, to an employee who is a member of the Defence Force Reserves for the purpose of undergoing training or equivalent continuous duty. Operational and staffing requirements will take priority; however, all efforts will be made to accommodate leave requests. Copies of military orders will be required to support such leave.

3.11 Family Days

Two "Family Days" per year will be sponsored by the company to family events in the first and second halves of the year weather permitting. Staff rostered to operational duties on one of those days to be rostered off so that they and their

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families can attend the other day.

- (a) Staff normally rostered for day shift and not on the assigned duty team, will be paid for the full shift if they attend the family day.
- (b) Staff who are not rostered on the duty team but would have been rostered on day shift and fail to present at the Family Day will not be paid for the shift unless they provide a Medical Certificate of Statutory Declaration as per clause 3.4.6.

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SECTION 4 – CONSULTATION

4.1 Delegates

- 4.1.1 The Company shall recognise the status of an employee where the employee is a duly accredited delegate of a Union. Centre staff shall afford the employee reasonable assistance in carrying out their duties and functions.
- 4.1.2 An accredited union delegate shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees whom he/she represents.
- 4.1.3 Subject to the prior approval of the employer an accredited union delegate shall be allowed at a suitable place designated by the employer a reasonable period of time during working hours to interview a duly accredited official of the union regarding matters affecting the employees covered by this agreement.
- 4.1.4 In recognising the rights of Union Delegates the company shall give to delegates and or officials of the Union notification and access to inductions of new employees - Delegates shall be given time without loss of pay to speak with new employees, to explain the role of the Union and the benefits of Union Membership.
- 4.1.5 In recognising the rights of Union delegates the Company shall give to Delegates access to telephone, fax machine, computer terminals and photocopying. These facilities shall be made available to Delegates to perform their duties as the duly elected representatives of the Employees. Union delegates will obtain the approval of their immediate supervisor before taking paid time to discharge their functions; such approval will not unreasonably be withheld.
- 4.1.6 Training refer to clause 3.8 above.

4.2 Commitment to Training and Careers

The parties to this Agreement are committed to continuing and upgrading the training provided to all employees. It is agreed that the parties will co-operate in ensuring that such training is maintained and improved, this may encompass the alignment of identified skills/competencies to a particular classification as set out in Clause 2.1. "Classification Structure" of this Agreement. The parties are also committed to enhancing the career opportunities and job security of employees in such industry.

Permanent Custodial Officers must obtain a Certificate III in Correctional Practice within twelve (12) months of commencing employment as an Officer.

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Casual Correctional Officers must obtain a Certificate III in Correctional Practice within the pro-rata equivalent of 12 months full service with the Company.

4.3 Co-Operation and Commitment to Productivity Improvement

The parties to this Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the Company. Participation in productivity improvements includes assisting in the development and implementation of management systems for facility accreditation, ISO 2000.

4.4 Joint Workplace Consultative Committee (JWCC)

4.4.1 **Membership:** The Company will establish a Joint Consultative Committee which shall be established consisting of a minimum of four persons: two Correctional Officers appointed by employees who are delegates of unions covered by this agreement and two Senior Managers nominated by the General Manager. The Committee shall invite such visitors as the Committee approves, to participate in the meetings.

4.4.2 **Authority:** Decisions and/or recommendations of the JWCC shall be advisory only, and shall not be binding upon the parties to this Agreement. However, in the event that a JWCC recommendation is not accepted and/or is not implemented by a party or by the parties to this Agreement then the JWCC shall report to that effect to such supervisory body as has authority to deal with the matter and as the JWCC determines is appropriate in the circumstances of the particular case. Any proposal or recommendation made by the JWCC shall be documented and shall incorporate a review period.

4.4.3 **Meetings:** The JWCC shall meet on a monthly basis, plus on such occasions as the JWCC may itself determine is necessary.

4.4.4 **Agenda:** The JWCC shall have as fixed agenda items the following topics before the introduction of other items:

- (a) Work Health & Safety
- (b) Rosters
- (c) Safety & Security
- (d) Learning & Development

4.4.5 **Responsibility:** The JWCC shall be responsible for investigating local workplace issues including the application and implementation of employment conditions prescribed by this Agreement, and for suggesting such changes in operating procedures as the JWCC may determine are appropriate.

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In particular the JWCC will be responsible for developing rules and procedures which are acceptable to the JWCC and the Company and which are designed to:

- (a) Allow the JWCC to provide positive input into Occupational Health & Safety Matters. This is to be the first Agenda item on the minutes for each meeting with any issues to be referred to the OH&S Committee.
- (b) Find acceptable methods of reducing the causes and effects of employee absenteeism, and ensure that this matter is considered at each meeting and that it remains on the agenda until it is resolved.
- (c) Provide an appeals procedure for employees who are refused progression within their classification level and/or for cases where the employee who has the necessary training and experience is refused promotion to a vacant position in a classification level above his/her current level.
- (d) Ensure that the training which is required for promotion between classification levels is genuinely accessible to the employee, and is adequate to provide the skills required by the Company:
- (e) Investigate the problems and difficulties associated with the disciplinary procedure provided under this Agreement and, and if required, to develop a simpler and more flexible procedure.

4.4.6 **Effect on Employees:** All employees affected by any proposal and/or recommendation of the JWCC shall be consulted and shall have the opportunity to be represented in those proposals and/or recommendations by the Correctional Officers who are members of the JWCC.

4.5 Consultation Regarding Major Workplace Change

4.5.1 This clause applies:

- (a) as soon as possible on identification of the need for the change and prior to a decision being taken to proceed with any major change to production, program, organisation, structure, or technology in relation to the Company; and where,
- (b) the change is likely to have a significant effect on employees to whom the Enterprise Agreement applies. This includes an employee who is off work on extended leave for example on parental leave.

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- 4.5.2 It is in the interest of all parties to ensure that discussions on change between employees, their representatives and the Company occur in a timely manner and issues raised be given prompt and proper consideration by all parties.
- 4.5.3 The Company must notify the relevant employees and their employee organisations of the proposal to introduce the major change.
- 4.5.4 As soon as practicable after making its decision, the Company must:
- (a) discuss with the relevant employees and their Unions:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
 - iv. for the purposes of the discussion — provide, in writing, to the relevant employees.
 - (b) all relevant information about the change including the nature of the change proposed; and
 - i. information about the expected effects of the change on the employees; and
 - ii. any other matters likely to affect the employees.
- 4.5.5 The Employer however is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 4.5.6 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their employee organisations.
- 4.5.7 Should the Company not accept the submissions made by employees or their organisations under 4.5.6, the company will notify its employees of its final decision with reasons as to why their views were not accepted.
- 4.5.8 For the purposes of 4.5.1(b), a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or

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- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

4.5.9 In this clause, relevant employees mean the employees who may be affected by the major change.”

4.6 Introduction of Change

4.6.1 Company’s duty to notify

- (a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify employees who may be affected by the proposed changes.

4.6.2 "Significant effects" includes termination of employment of employees, major changes in the composition, operation or size of the Company workforce or in the skills required of employees, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or relocation of employees to another work place or the restructuring of jobs.

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

4.6.3 The relevant employees may appoint a representative for the procedures in this clause and after the Company is advised of the identity of the representative, the Company will recognise the representative.

4.6.4 Company’s duty to discuss change

The Company shall discuss with an employee (and/or their representative), inter alia, the introduction of the changes referred to in subclause 4.6.1 above, The Company’s duty to notify, pursuant to this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

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4.6.5 The discussion shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclause 4.6.1 of this clause.

For the purpose of such discussion, the Company shall provide to an employee concerned and/or their representative 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 an employee provided that the Company is not required to disclose confidential information or commercially sensitive information.

SECTION 5 - DISPUTE RESOLUTION

5.1 Disciplinary Procedure

5.1.1 General Principles:

Subject to clause 4.6.2, the following progressive disciplinary procedure may apply in the case of employee disciplinary infractions and breaches of centre rules, regulations, practices and procedures. Where appropriate, and at the discretion of the Company progressive discipline will be generally be imposed in accordance with the following progression:

- verbal counselling and/or reprimand
- written notice of rules violation or written reprimand
- suspension without pay
- refusal of progression within classification
- level demotion to a lower classification
- termination

Nothing in this clause prevents either the Company summarily dismissing an employee or imposing a form of discipline or procedure appropriate in the circumstances, which may include a variation to the procedure as set out in this Clause.

5.1.2 Initial Interview

The employee is to be interviewed regarding the alleged incident and a file note is to be made.

5.1.3 If following the interview it is deemed that disciplinary action is warranted the employee is to be informed in writing with as much information as possible regarding the alleged nature and date of the breach and given sufficient time (3-5 days) to reply to the allegations.

5.1.4 The employee is to respond within the time frame specified.

5.1.5 If a decision is made to proceed with a breach of discipline, the employee is to be informed of this action with the disciplinary action to be taken. Any proposed suspension is to be determined by the General Manager and the employee to be advised of this.

5.1.6 Suspension without pay can be for a period of up to 14 days in any one-year. A year will be defined as 12 calendar months from any earlier suspension.

5.1.7 Where an employee is engaged as a Correctional Supervisor and is not performing to the expectations of the position or subject to ongoing or a major disciplinary breach, or abrogating the responsibility of the position, this may be dealt with by way of the disciplinary procedure which can

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include a re-evaluation of the title of Correctional Supervisor as such this may be removed and Correctional Supervisor reduced to the grading of Correctional Officer.

5.1.8 Procedure for Disciplinary Interview

- (a) An employee shall receive at least 24 hours written notice of the interview, a copy of the Disciplinary Interview Guideline, advice that a support person may be present and an indication of the nature and purpose of the interview.
- (b) The interviewer shall be impartial, have no involvement in the subject of the interview, not have indicated any view or opinion of the subject matter, ensure only questions subject to the interview are asked, not use accusatory or intimidatory tones, indicate to an employee that a recommendation will be presented within five (5) working days.
- (c) During the interview, an employee is to be informed of the purpose of the interview, the right to remain silent, each allegation should be put to the employee and a response invited and the employee is to be asked if satisfied that the interview process has been followed correctly.

5.2 Dispute Settlement Procedure

5.2.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

this procedure shall be utilised to settle the dispute.

5.2.2 An employee who is a party to the dispute may appoint a representative for the purposes of this procedure.

5.2.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

5.2.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

5.2.5 Fair Work Australia may deal with the dispute in 2 stages:

- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

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- (b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - i. arbitrate the dispute: and
 - ii. make a determination that is binding on the parties.

5.2.6 If Fair Work Australia arbitrates the dispute, it may use the powers that are available to it under the Act.

5.2.7 A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act, and, subject to the requirements of the Act, an appeal may be made against the decision.

5.2.8 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health and safety; and
- (b) an employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

5.2.9 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

5.3 Anti-Discrimination

5.3.1 Each employee must promote a working atmosphere, which is free from sexual or racial harassment. Where an employee believes that he/she is a victim of discrimination or harassment should report it and may write or talk to a senior manager or the HR Manager. Such a grievance will be taken extremely seriously and will be handled in a confidential manner.

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- 5.3.2 It is a serious disciplinary offence for any employee to discriminate or harass any employee on the grounds of sex, marital status, race, sexual orientation or disability.
- 5.3.3 An employee must not engage in any form of unlawful discrimination or harassment and must treat all fellow employees and those outside of the workplace in a respectful manner.
- 5.3.4 There are many attributes that can trigger unlawful discrimination or harassment, including:
- Sex;
 - Race, colour, nationality, descent, ethnic, ethno-religious, or national origin;
 - Disability;
 - Age;
 - Compulsory retirement;
 - Pregnancy;
 - Martial status;
 - Homosexuality;
 - Transgender;
 - Racial vilification
 - Homosexual vilification;
 - HIV/AIDS vilification;
 - Transgender vilification.
- 5.3.5 Unlawful harassment can be any behaviour which is based on any one of the above attributes and which is unwelcome, or offends, humiliates, or intimidates the person being harassed. The fact that no offence was intended does not mean that the harassment is not unlawful. The most common form of harassment is sexual harassment. Examples of sexual harassment include unwanted touching, indecent or sexual assault, sexual propositions, sexual references in conversation, nude pinups and posters, obscene telephone calls, persistent requests for outings or dates, leering or staring, whistling, offensive or obscene language and inappropriate jokes.
- 5.3.6 Sexual harassment can involve verbal conduct of a sexual nature, including simple lewd remarks. There does not have to be substantial conduct. There does not have to be physical contact or any threats of any kind.
- 5.3.7 The intention or motive of the alleged harasser is also not relevant in determining whether the behaviour was unwelcome or whether it was sexual harassment. Sexual harassment focuses on how the conduct in question was perceived and experienced by the recipient, rather than any intention behind it.

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- 5.3.8 A complaint of sexual harassment cannot simply be dismissed just because the person subjected to the behaviour did not directly inform the harasser that it was unwelcome. Different individuals will often perceive and react to behaviour in different ways. A person may think that the conduct is welcome or innocuous, when in actual fact the recipient finds it distasteful but goes along with it, for instance to avoid a confrontation. Some times people feel they have to join in to avoid being ostracised, victimised or teased by their peers. Messages can be misread and the line between what is welcome and unwelcome can easily be crossed.
- 5.3.9 It is irrelevant that the behaviour may not offend others or has been an accepted feature of the work environment in the past. The rule that applies to sexual harassment is the general principle of tort, being you take your victim as you find them even if they are more sensitive than others.
- 5.3.10 It is now very well established throughout the Tribunals which deal with these types of matters, that one of the conditions of employment is quiet enjoyment of it. That concept includes not only freedom from physical intrusion or from being harassed, physically molested or approached in an unwelcome manner, but extends to not having to work in an unsought sexual permeated work environment.
- 5.3.11 Workplace culture that is sexually permeated may in itself amount to unlawful sexual harassment. Essentially, each employee must not attempt to introduce sexuality into the workplace, either directly or indirectly.
- 5.3.12 Sexual or other types of harassment will not be tolerated and disciplinary action may be taken.
- 5.3.13 Clients, customers and others associated with the business are also protected by the law from being discriminated against or harassed. Each employee is required to ensure that they do not discriminate against or harass anyone.
- 5.3.14 Nothing in these provisions creates any liability or obligation, whether contractual or otherwise, on the Company.
- 5.3.15 Nothing in these provisions prohibits:
- any discriminatory conduct (or conduct having a discriminatory effect) by the Company that is based on the inherent requirements of a particular position; or
 - any discriminatory conduct by the Company (or conduct having a discriminatory effect) if:

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- i. an employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
- ii. the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

SECTION 6 - REDUNDANCY PROVISIONS

6.1 Application

- 6.1.1 The following shall apply while an employee is engaged as a full time and part time employed in the classifications specified in Table 1 of Part B of this Agreement
- 6.1.2 Notwithstanding anything contained elsewhere in this clause, this clause 6 shall not apply to employees with less than one years continuous service and the general obligation on the Company shall be no more than to give the 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 an employee of suitable alternative employment.
- 6.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, including malingering, inefficiency or neglect of duty, or while an employee is engaged as a casual employee, apprentices or for a fixed term or where employment is terminated due to the ordinary and customary turnover of labour.

6.2 Redundancy

6.2.1 Discussions before terminations

Where the Company has made a definite decision that the Company no longer wishes the job an employee has been doing done by anyone pursuant to subclause 4.6.1, and that decision may lead to the termination of employment, the Company shall hold discussions with the employee directly affected and/or their representative.

- 6.2.2 The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provision of paragraph 6.2.1 of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employee.

- 6.2.3 For the purposes of the discussion the Company shall, as soon as practicable, provide to the employees and their representative , all relevant information about the proposed terminations including the reasons for the proposed terminations and when the termination is likely to be carried out. Provided that the Company

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shall not be required to disclose confidential information or commercially sensitive information.

6.2.4 During the discussions, the Company will advise the employee of any suitable redeployment opportunities at other Correctional Centres the Company manages.

6.2.5 Where the employee has elected to transfer to another centre and the application is successful, the Company will assist in the relocation of the employee as per Company policy.

6.2.6 Change of Service provider

6.2.7 In the event that Company's contract is terminated by Corrective Services NSW or the contract is not renewed, or the business is otherwise moved from the Company to another employer, ("other employer") then the following arrangements will apply:

(a) where an employee accepts employment with the other employer, and the other employer recognises the employee's period of employment with the Company as the employee's service for the purpose of calculating long service leave and redundancy; or

(b) where an employee rejects an offer of employment with the other employer which contains terms and conditions that are 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 Company; and which recognises the employee's period of employment with the Company as service for the purpose of calculating long service leave and redundancy;

(c) then the Company will not be under any obligation to make any redundancy payment to the employee upon termination of their employment.

6.3 Termination of Employment

6.3.1 Notice for Changes in Production, Program, Organisation or Structure.

This subclause sets out the notice provisions to be applied to terminations by the Company for reasons arising from production, program, organisation or structure in accordance with clause 4.6.1.

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- (a) In order to terminate the employment of an employee the Company shall give to an employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional weeks notice.
- (c) Notice paid to an employee under subclause 6.3.1(a) includes any other period of notice the Company is required to give under this Agreement.
- (d) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

6.3.2 Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the Company for reasons arising from the introduction of new technology:

- (a) In order to terminate the employment of an employee the Company shall give to the employee 3 months notice of termination. This notice is in substitution of, and not in addition to, any other notice that may have otherwise been required.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the Company for the purposes of annual leave and long service accrual, where relevant.

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6.3.3 Time off during the notice period

- (a) Subject to 6.3.3(b) below, during the period of notice of termination given by the Company an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks notice, for the purposes of seeking other employment.
- (b) If an 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 Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

6.3.4 Employee leaving during the notice period

If the employment of an employee is terminated before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

6.3.5 Statement of employment

The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employees employment and the classification of or the type of work performed by the employee.

6.3.6 Notice to Centrelink

Where a decision has been made to terminate employees, the Company shall notify any relevant government agency in accordance with the requirements of the Act.

6.3.7 Employment Separation Certificate

The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form as may be required from time to time.

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6.3.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties following the redundancy of their job, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employees employment had been terminated, and the Company may at the Company's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

6.4 Severance Pay

6.4.1 Where an employee's job is redundant and their employment is terminated by the Company, the Company shall pay the following severance pay in respect of a continuous period of service:

(a) If an employee is under 45 years of age, the Company shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(c) Weeks of Payment means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Agreement payments, shift penalties and allowances paid in accordance with this Agreement as varied.

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6.4.2 Incapacity to pay

Subject to an application by the Company and determination by Fair Work Australia, the Company may pay a lesser amount (or no amount) of severance pay than that contained in subclause 6.4.1 above.

Fair Work Australia shall have regard to such financial and other resources of the Company concerned as the Fair Work Australia thinks relevant, and the probable effect paying the amount of severance pay will have on the Company.

6.4.3 Alternative Employment

Subject to an application by the Company and determination by Fair Work Australia the Company may pay a lesser amount (or no amount) of severance pay than that contained in subclause 6.4.1 above if the Company obtains acceptable alternative employment for the affected employee.

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PART B

RATES OF PAY, ALLOWANCES & OTHER AMOUNTS

Table 1 – Wages at Commencement of Agreement (inclusive of 3.7% increase)*

Classification	Permanent Employees			Casual +
	Annual Salary ***	76 hour fortnight	Ordinary per Hour	Casual per Hour
Trainee**	31,794	1,223	16.09	20.11
CO1	50,626	1,947	25.62	32.03
CO2	53,292	2,050	26.97	33.71
CO3	56,837	2,186	28.76	35.95
Supervisor	63,954	2,460	32.37	40.46
Overseer	63,954	2,460	32.37	40.46

*	Wage increases to apply from the first full pay period commencing on or after date of approval by Fair Work Australia
**	Trainee CO to be paid not less than the Federal Minimum Wage applying from time to time.
***	Payment obligation relates to "Annual Salary". Some minor rounding in fortnightly and hourly figures.
+	The relevant casual rate includes all loadings which might otherwise apply to the timing of work.

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3.6% Increase from 1 January 2013*

Permanent Employees				Casual +
Classification	Annual Salary ***	76 hour fortnight	Ordinary per Hour	Casual per Hour
Trainee**	31,794	1,223	16.09	20.11
CO1	52,449	2,017	26.54	33.18
CO2	55,211	2,123	27.94	34.93
CO3	58,883	2,265	29.80	37.25
Supervisor	66,256	2,548	33.53	41.91
Overseer	66,256	2,548	33.53	41.91

*	Wage increases to apply from the first full pay period commencing on or after 1 January 2013.
**	Trainee CO to be paid not less than the Federal Minimum Wage applying from time to time.
***	Payment obligation relates to "Annual Salary". Some minor rounding in fortnightly and hourly figures.
+	The relevant casual rate includes all loadings which might otherwise apply to the timing of work.

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3.6% Increase from 1 January 2014*

Permanent Employees				Casual +
Classification	Annual Salary ***	76 hour fortnight	Ordinary per Hour	Casual per Hour
Trainee**	31,794	1,223	16.09	20.11
CO1	54,337	2,090	27.50	34.37
CO2	57,199	2,200	28.95	36.18
CO3	61,003	2,346	30.87	38.59
Supervisor	68,641	2,640	34.74	43.42
Overseer	68,641	2,640	34.74	43.42

*	Wage increases to apply from the first full pay period commencing on or after 1 January 2014.
**	Trainee CO to be paid not less than the Federal Minimum Wage applying from time to time.
***	Payment obligation relates to "Annual Salary". Some minor rounding in fortnightly and hourly figures.
+	The relevant casual rate includes all loadings which might otherwise apply to the timing of work.

Table 2 – Allowances

Item #	Clause	Description	Rate
1	2.8.2	*Overtime exceeding 4 hours - meal allowance - per meal	\$14.16
2	2.15.6.(a)	**Away from home and Escort Duty - Breakfast Allowance	**
3	2.15.6.(b)	**Away from home and Escort Duty - Lunch Allowance -	**
4	2.15.6.(c)	**Away from home and Escort Duty - Dinner Allowance -	**

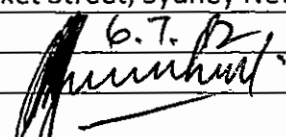
* meal allowance in line with the Corrections and Detention (Private Sector) Award 2010

** Breakfast, Lunch and Dinner Allowances are increased in line with changes in the Australian Tax Office rates

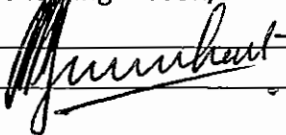
**PARKLEA CORRECTIONAL CENTRE - CORRECTIONAL
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SIGNATORIES TO AGREEMENT

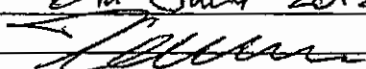
Signed for and on behalf of THE GEO GROUP AUSTRALIA PTY LTD by:

Name:	Pieter Bezuidenhout
Address:	L18, 44 Market Street, Sydney New South Wales 2000
Date:	6.7.12
Signature:	

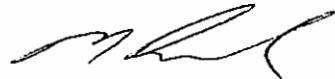
The above person is authorised to sign the Agreement on behalf of The GEO Group Australia Pty Ltd for the following reason/s:

Managing Director	
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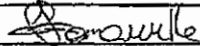
Signed as a bargaining representative for and on behalf of employees covered by the Agreement by:

Name:	DAVID CAREY
Address:	LEVEL 1, 160 CLARENCE ST. SYDNEY
Date:	6th JULY 2012
Signature:	

Signed as a bargaining representative for and on behalf of employees covered by the Agreement by:

Name:	Mark Boyd, Branch Secretary, United Voice, NSW Branch
Address:	Level 7, 187 Thomas St, Haymarket, NSW, 2000
Date:	6 July 2012
Signature:	

Signed as a bargaining representative for and on behalf of employees covered by the Agreement by:

Name:	Fiona Somerville
Address:	66 Sentry Dr Parklea.
Date:	06.07.12
Signature:	

The above persons are authorised to sign the Agreement on behalf of employees covered by the Agreement for the following reason/s:

Appointed as bargaining representatives for the Agreement by employees who will be covered by the Agreement.
--

**PARKLEA CORRECTIONAL CENTRE - CORRECTIONAL
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SCHEDULE 1

Generic Position Descriptions

POSITION TITLE : Trainee Correctional Officer

LOCATION Operations Department

REPORTS TO Operations Manager

Primary Objective

The primary objective of the Correctional Officer Trainee is to undertake the required training in order to be deemed competent to perform the role of Correctional Officer.

1.0. Duties and Responsibilities

- 1.1 To undertake The GEO Group Australia Pty Ltd pre service training course which is approved by the Commissioner for of Corrective Services NSW
- 1.2 To undertake the required assessments in order to be deemed competent to perform the role of Correctional Officer.
- 1.3 Co-operate with the employer's efforts to comply with the requirements of the *WHS Act 2011*. Accept responsibility for the health, safety and welfare of subordinates, inmates, contractors and visitors under the employee's supervision. Comply with the employer's policy and procedures enabling compliance with the *WHS Act 2011*.

2.0. Key Selection Criteria

- 2.1 Basic level of computer literacy.
- 2.2 Preference of year 12 education or equivalent.
- 2.3 Current First Aid certificate would be highly desirable.
- 2.4 Demonstrated willingness and ability to enrol in a nationally approved training program delivered and assessed by a Registered Training Organization to undertake Certificate III in Correctional Practice.
- 2.5 Meet The GEO Group Australia Pty Ltd's established psychological profile, numeracy and literacy requirements.

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- 2.6 Maintain a continuing satisfactory security clearance as approved by the Commissioner of NSW Department of Corrective Services.
- 2.7 Ability to work in a correctional environment that will involve direct contact with prison inmates.

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PARKLEA CORRECTIONAL CENTRE

POSITION DESCRIPTION AND SELECTION CRITERIA

POSITION TITLE:	Correctional Supervisor
DEPARTMENT:	Operations
LOCATION :	Parklea Correctional Centre
REPORTS TO:	Area Manager
DIRECT REPORTS:	Correctional Officers

PRIMARY OBJECTIVE

The primary objective of the Correctional Supervisor is to:

- Maintain the good order and security of the Correctional Centre and the safety of staff, inmates and visitors;
- Under the direction of the relevant Area Correctional Manager, supervise staff on a day-to-day basis, ensuring provision of quality services to inmates, including case management, and actively participate in the operations and determinations of priorities of any one of the assigned areas in accordance with the structured day.

1.0 DUTIES AND RESPONSIBILITIES

CARE AND PLACEMENT

1.1. Care and Placement

Interact with offenders and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation and company policies and procedures, including:

- 1.1.1. Assisting with the preparation of Segregation and Protective Custody orders.
- 1.1.2. Ensuring the appropriate cell allocation of inmates.
- 1.1.3. Ensuring alerts pertaining to inmates are recorded and actioned.
- 1.1.4. Identifying, monitoring and recording inmates on HRAT
- 1.1.5. Ensuring that inmate enquiries are documented and responded to within the relevant timeframe.

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- 1.1.6. Ensuring that inmate grievances are logged and forwarded to the relevant Area Manager within the relevant timeframe.

1.2. Case Management

Ensure Case Management activities are being performed by Correctional Officers in accordance with the inmate's case plan, including:

- 1.2.1. Allocating inmate case loads to Correctional Officers within the unit, and that monthly inmate case notes are completed by Case Officers.
- 1.2.2. Ensuring Case Officer reports associated with Case Management reviews are completed within the relevant timeframe.
- 1.2.3. Ensuring inmate case files are audited in accordance with local and CSNSW requirements.
- 1.2.4. Performing compliance and quality checks of inmate case notes submitted by staff.

1.3. Security

Maintain both the dynamic and static security of the area, including:

- 1.3.1. Ensuring the effective supervision of inmates.
- 1.3.2. Ensuring searches/ cell inspections are conducted and logged in accordance with local and CSNSW procedures.
- 1.3.3. Ensuring Musters Lock in and Let go are conducted in accordance with local and CSNSW procedures
- 1.3.4. Ensuring movement control within the area is approved, planned and coordinated
- 1.3.5. Effectively deploying staff within the area to ensure a high level of supervision and security.
- 1.3.6. Reporting any maintenance requirements to the Maintenance Coordinator, or if urgent via the Area Manager.
- 1.3.7. Ensuring discipline, information and/or incident reports are completed and forwarded to the relevant recipients within relevant timeframes.

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1.4. Supervision/Compliance

Supervise the activities associated with the effective and efficient management of the various areas and functions within the Centre, by the supervision and coordination of Custodial Staff and inmates, including:

- 1.4.1. Effectively deploying staff assigned to the area.
- 1.4.2. Ensuring and reporting compliance with local and CSNSW procedures
- 1.4.3. Monitoring and reporting on staff performance and training requirements.

1.5. Intake Duties

Supervise the daily activities in the intake/segregation area, including:

- 1.5.1. Liaising with external agencies, such as Police, Courts, other Correctional Centre and prisoner transport personnel.
- 1.5.2. Maintaining the Centre muster/state by ensuring the effective utilisation of available beds, taking into consideration the differing categories of inmates housed at the centre
- 1.5.3. Supervising the reception and discharge processes, including the validity of warrants/court orders
- 1.5.4. Ensuring inmate property and monies are recorded and processed in accordance with local and CSNSW requirements.
- 1.5.5. Ensuring inmate details are inputted and updated as required on both the CSNSW (OIMS) and local (ITAS) information technology systems.
- 1.5.6. Ensuring Movement Sheets & Orders are updated after hours.
- 1.5.7. Maintain a sufficient level of inmate clothing, linen and toiletries stock for new reception inmates.

1.6. Visits

Coordinate scheduled inmate visits in accordance with local and CSNSW procedures, including:

- 1.6.1. Effectively deploying staff allocated to visits duties
- 1.6.2. Providing supervision of staff, inmates and visitors

1.7. Occupational Health And Safety

Co-operate with the employer's efforts to comply with the requirements of the WHS Act 2011. Accept responsibility for the health, safety and welfare of subordinates, inmates, contractors and visitors under the employee's supervision. Comply with the employer's policy and procedures enabling compliance with the

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WHS Act 2011, including:

1.8. Other Duties:

- 1.9. Administer First Aid if required.
- 1.10. By mutual agreement relieve in the position of Correctional Manager as required.
- 1.11. Required to work shift work that involves a 7-day rotating roster.
- 1.12. Recognising the dynamic nature of the role and the requirement for appropriate flexibility (in relation to the duties of the role) over time, the duties specified in the Correctional Supervisor position description (and, if appropriate, the wage for the role) may be amended from time to time by mutual agreement between the company, the supervisor group and a union organiser.

2.0 KEY SELECTION CRITERIA

- 2.1. Must have completed Certificate III in Correctional Practice.
- 2.2. Will be required to complete Certificate IV in Correctional Practice within 12 months of pro-rata service and ongoing supervisory training as available.
- 2.3. Demonstrated sound working knowledge of GEO Instructions, policies and procedures as well as the relevant States' Corrective Service Acts and Regulations.
- 2.4. Highly developed written and oral communication skills.
- 2.5. Demonstrated competence in supervision and mentoring of staff.
- 2.6. Demonstrated leadership skills.
- 2.7. A demonstrated high degree of computer literacy.
- 2.8. Demonstrated knowledge of Equal Employment Opportunity, GEO's EOWA Plan and Workplace Health and Safety Principles.
- 2.9. Current First Aid certificate.
- 2.10. Promotion to this position is subject to an existing vacancy and merit.
- 2.11. Maintain a continuing satisfactory security clearance as approved by the Commissioner of NSW Department of Corrective Services.
- 2.12. Ability to work in a correctional environment, which may involve direct contact with prison inmates.

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PARKLEA CORRECTIONAL CENTRE

POSITION DESCRIPTION AND SELECTION CRITERIA

POSITION TITLE:	Correctional Officer
DEPARTMENT:	Operations
LOCATION :	Parklea Correctional Centre
REPORTS TO:	Correctional Supervisor

PRIMARY OBJECTIVE

The primary objective of the Correctional Officer is to:

- Maintain the good order and security of the Correctional Centre and the safety of the staff, inmates and visitors;
- Ensure the provision of quality case management services to assigned inmates in accordance with the inmate's case plan and structured day.

3.0 DUTIES AND RESPONSIBILITIES

- 3.1. Supervise the behaviour and the activities of inmates on a day-to-day basis in accordance with the Centre's structured day.
- 3.2. Carry out case management duties for assigned inmates in accordance with the inmate's case plan.
- 3.3. Interact with offenders and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation, NSW Department of Corrective Services Procedures Manual and Parklea Correctional Centre Operating Instructions and assignment orders.
- 3.4. Carry out other duties as directed.
- 3.5. Relieve in the position of Correctional Supervisor as required.
- 3.6. Co-operate with the employer's efforts to comply with the requirements of the WHS Act 2011. Accept responsibility for the health, safety and welfare of subordinates, inmates, contractors and visitors under the employee's supervision. Comply with the employer's policy and procedures enabling compliance with the WHS Act 2011.

4.0 KEY SELECTION CRITERIA

- 4.1. Successfully completed the pre service training provided by the Company to a Trainee Correctional officer.
- 4.2. Must participate in a registered nationally approved traineeship program to undertake a nationally accredited Certificate III in Correctional Practice, which must be completed within 12 months of pro-rata service.
- 4.3. Current First Aid Certificate.
- 4.4. Maintain a continuing satisfactory security clearance as approved by the Commissioner of NSW Department of Corrective Services.
- 4.5. Ability to work in a correctional environment that will involve direct contact with prison inmates.
- 4.6. Required to work shift work that involves a 7-day rotating roster including both day and night shifts.

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PARKLEA CORRECTIONAL CENTRE

POSITION DESCRIPTION AND SELECTION CRITERIA

POSITION TITLE:	Overseer
DEPARTMENT:	Operations
LOCATION :	Parklea Correctional Centre
REPORTS TO:	Industries Development Manager

PRIMARY OBJECTIVE

- The primary objective of the Overseer is to:
- Be responsible for the day to day management and supervision of the various Industrial Workshops (Print, Engineering, Timber, VISY) at Parklea Correctional Centre in line with operating specifications.
- Maintain the good order and security of the Correctional Centre and the safety of the staff, inmates and visitors;
- Ensure the provision of quality case management services to assigned inmates in accordance with the inmate's case plan and structured day.

5.0 DUTIES AND RESPONSIBILITIES

- 5.1. Working in close liaison with the manufacturers and their agents in the meeting of production requirements.
- 5.2. Facilitate Industries "Tool Box" meetings and address issues arising from meetings in a timely manner
- 5.3. Assist in the management of quality control systems within the area to ensure product meets client needs.
- 5.4. Identify resources as required and supervise jobs through to completion. Direct all orders for equipment and materials through the Industries Development Manager in accordance with GEO purchasing policies and procedures.
- 5.5. Ensure all tools and equipment are properly secured and properly maintained in good working order and in accordance with Corporate Policy.

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- 5.6. Attend meetings with the Industries Development Manager to review procedures and performance.
- 5.7. Liaise and communicate with operations staff and other TAFE staff based within the Correctional Centre
- 5.8. Ensure that any perceived breaches of security are reported immediately to the Industries Manager and Operations Manager.
- 5.9. Assist to maintain inmate and employment records.
- 5.10. Any other tasks as directed by the Industries Development Manager.
- 5.11. Supervise the behaviour and the activities of inmates on a day-to-day basis in accordance with the Centre's structured day.
- 5.12. Carry out case management duties for assigned inmates in accordance with the inmate's case plan.
- 5.13. Interact with offenders and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation, NSW Department of Corrective Services Procedures Manual and Parklea Correctional Centre Operating Instructions and assignment orders.
- 5.14. Carry out other duties as directed.
- 5.15. Relieve in the position of Industries Development Manager as required.
- 5.16. Co-operate with the employer's efforts to comply with the requirements of the WHS Act 2011. Accept responsibility for the health, safety and welfare of subordinates, inmates, contractors and visitors under the employee's supervision. Comply with the employer's policy and procedures enabling compliance with the WHS Act 2011.

6.0 KEY SELECTION CRITERIA

- 6.1. Successfully completed the pre service training provided by the Company to a Trainee Correctional officer.
- 6.2. Must participate in a registered nationally approved traineeship program to undertake a nationally accredited Certificate III in Correctional Practice, which must be completed within 12 months of pro-rata service.
- 6.3. Current First Aid Certificate.
- 6.4. Relevant Industry qualifications and/or experience.

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- 6.5. Experience in managing production targets and deadlines.
- 6.6. Experience in inventory and stock management.
- 6.7. Highly developed teamwork skills.
- 6.8. Maintain a continuing satisfactory security clearance as approved by the Commissioner of NSW Department of Corrective Services.
- 6.9. Ability to work in a correctional environment that will involve direct contact with prison inmates.