Schedule A

CROWN EMPLOYEES (CORRECTIONAL OFFICERS, CORRECTIVE SERVICES NSW) AWARD 2007 FOR KEMPSEY, DILLWYNIA, WELLINGTON AND JOHN MORONY CORRECTIONAL CENTRES

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

REVIEWED AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

1. Arrangement
2. Title
3. Definitions
4. Conditions Fixed by Other Instruments of Employment
5. Principles of Understanding
6. Hours of Work
7. Shiftwork
8. Rostered Day Off
9. Shift Handover
10. Single Rate for Additional Hours
11. Ranking Structure
12. Allowances
13. Recreation Leave
14. Annual Leave Loading
15. Higher Duties
16. Performance Management
17. Permanent Part-time
18. Professional Conduct
19. Equality of Employment and Elimination of Discrimination
20. Harassment-Free Workplace
21. Anti-Discrimination
22. Work Health and Safety
23. Flexible Working and Operational Arrangements
24. Deduction of Association Membership and Legal Fees
25. Grievance and Dispute Resolution Procedures
26. No Further Claims
27. General
28. Savings of Rights
29. Transitional Arrangements for John Morony Correctional Centre
30. Area, Incidence and Duration

Schedule A

PART B

Schedule 1 - Salaries and Incidental Allowances
Schedule 2 - Other Allowances

Attachment A - Kempsey Staffing Profile
Attachment B - Dillwynia Staffing Profile

2. Title

This Award shall be known as the Crown Employees (Correctional Officers, Corrective Services NSW) Award 2007 for Kempsey, Dillwynia, Wellington and John Morony Correctional Centres.

3. Definitions

In this Award, unless the content or subject matter otherwise indicates, the following definitions apply:

"Act" means the Government Sector Employment Act 2013, or any replacement Act.

"Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Award" means this Award.

"Division Head" means the Secretary of the Department of Justice.

"Day Worker" means an officer, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 6.00 am and 6.00 pm.

"Corrective Services NSW CSNSW" means a division within the Department of Justice.

"Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or its replacement.

"Officer" means and includes all adult persons (as defined by the Act), permanently or temporarily, who on the date of commencement of this Award were occupying one of the roles covered by this Award or who, after such date, are appointed to one of such roles .

"Permanent Part-time Officer" means an officer who is engaged under the Act for set and regular hours that are less than the full contract hours of this Award.

"Personnel Handbook" means the New South Wales Government Personnel Handbook published by the Public Service Commission, as updated from to time

"Regulation" means the Government Sector Employment Act 2013.

"Shift Worker - Continuous Shifts" means an officer engaged in work carried out in continuous shifts throughout the 24 hours of at least six consecutive days without interruption except during meal breaks or due to unavoidable causes beyond the control of the Commissioner.

"Shift Worker - Non-continuous Shifts" means an officer who is not a day worker or a shift worker - continuous shifts.

4. Conditions Fixed By Other Instruments of Employment

4.1 The following Awards, or their replacements, insofar as they fix conditions of employment applying to officers covered by this Award, which are not fixed by this Award, shall continue to apply:

Schedule A

Crown Employees (Correctional Officers, Department of Justice - Corrective Services NSW) Award

Crown Employees (Public Service Conditions of Employment) Award 2009

Crown Employees (Transferred Employees Compensation) Award

4.2 Except as expressly provided by this Award, and except where conditions are covered by the Awards referred to in subclause 4.1 of this clause, the conditions of officers shall be determined by the provisions of the Act, the Regulation, and the New South Wales Public Service Personnel Handbook, or its replacement.

5. Principles of Understanding

5.1 The parties acknowledge that this Award has been entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices. In meeting this commitment, the Award provides the terms and conditions of custodial and industrial officers working in roles at Kempsey, Dillwynia, Wellington and John Morony Correctional Centres which are aimed at increasing productivity and flexibility in the conduct of these Centres' operations.

5.2 The parties are committed to implement changes to rostering practices and procedures through the promulgation of a 12-week roster comprising three roster cycles and with the preparation of rosters to be undertaken from a centralised location under the control of the Division Head or delegate.

5.3 The parties agree that there will be an amicable settlement of disputes through the establishment of effective consultative mechanisms and a joint commitment to closely adhere to the grievance and dispute settlement procedures contained in this Award.

6. Hours of Work

6.1 The ordinary hours of employment for day workers shall be an average of 38 per week in each roster cycle to be worked Monday to Friday inclusive, provided that, by agreement between the parties, ordinary hours up to a maximum of 12 hours per day may be rostered without the payment of additional hours as prescribed in clause 10 of this Award. Meal allowances are not applicable.

6.2 The ordinary hours of employment for shift workers shall be an average of 38 hours per week in each roster cycle, provided that, by agreement between the parties, ordinary hours up to a maximum of 12 hours per day may be rostered without the payment of additional hours as prescribed in clause 10 of this Award. Meal allowances are not applicable.

6.3 Time taken in partaking of meals shall not count as working time, unless such meal is taken as a crib break.

6.4 A crib break is an entitlement to a paid break of 20 minutes to be taken between the third and fifth hour after the commencement of a shift. The break is to be taken away from the direct work location wherever possible (but still within the correctional centre or work location, but away from inmates) with officers being available to respond to any situation should they be required during this break.

6.5 If a crib break referred to in subclause 6.4 is not able to be taken, a Crib Break Penalty may be applicable as set out in clause 12, Meals of this Award.

7. Shift Work

7.1 For the purpose of this clause:

Early morning shift means any shift commencing before 6.00 am.

Afternoon shift means any shift finishing after 6.00 pm and at or before midnight.

Schedule A

Night shift means any shift finishing subsequent to midnight and at or before 8.00 am.

7.2 Officers up to and including the ranks of Senior Correctional Officer and Senior Overseer classified as shift workers shall be paid the following allowances other than at weekends or on public holidays:

	Percentage
Early morning shift	10%
Afternoon	15%
Night Shift	17 ½ %

7.3 In the event that an officer is rostered on for duty during the Daylight Savings changeover, the officer will receive payment for a standard shift only, i.e. eight hours plus shift allowance if entitled; irrespective of whether the hours worked are seven or nine. An officer working additional hours during the Daylight Savings changeover, will receive payment if entitled under clause 10, based on the actual hours worked i.e. either 7 or 9 hours depending on whether it is the start or finish of daylight saving.

7.4 Officers up to and including the ranks of Senior Correctional Officer or Senior Overseer engaged as continuous shift workers under the Award and who are regularly required to perform rostered duty on Saturdays, Sundays and Public Holidays shall receive the following compensation and be subject to the following conditions:

7.4.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.

7.4.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three quarter time extra.

7.4.3 When rostered off on a public holiday - no additional compensation or payment.

7.4.4 When rostered on a public holiday and work performed - additional payment at the rate of half time extra.

7.4.5 Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of 12 months from 1 December one year to30 November the next year	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	One week's ordinary salary

7.4.6 Officers above the ranks of Senior Correctional Officer or Senior Overseer engaged as a shift worker receive an annualised salary and therefore are only entitled to the additional payment in subclause 7.4.5.

7.5 The additional payment shall be made after 1 December in each year for the preceding 12 months, provided that:

7.5.1 Where the employment of an officer is terminated, or the officer resigns or retires, the officer shall be entitled to be paid the additional payment that may have accrued under this paragraph from the preceding 1 December until the date of termination, resignation or retirement.

7.5.2 Payment shall be made at the rate applying as at 1 December each year, or at the date of termination, resignation or retirement.

Schedule A

8. Rostered Day Off

8.1 This clause does not apply to officers above the rank of Senior Correctional Officer or Senior Overseer.

8.2 The hours of work prescribed in subclauses 6.1 and 6.2 above shall be worked on the basis of a rostered day off in each 20 working days of a 28 day roster cycle. Each full-time officer shall accrue 0.4 of an hour each eight-hour day towards having the 20th day off with pay.

8.3 An officer's rostered day off shall be determined by CSNSW having regard to the needs of the establishment or sections thereof. Where practicable, a rostered day off shall be consecutive with other days off.

8.4 Once set, the rostered day off may not be changed in a current roster cycle unless there are agreed unforeseen circumstances prevailing or for other agreed purposes. Where such circumstances exist and the rostered day off is changed, another day shall be substituted in the current roster cycle. Should this not be practicable, the rostered day off must be given and taken in the roster cycle immediately following.

8.5 The maximum number of rostered days off prescribed in subclause 8.2 above shall be 12 days per annum. There shall be no accrual of a rostered day off during the first four weeks of recreation leave.

8.6 All other paid leave shall contribute towards the accrual of rostered days off except where paid workers' compensation and extended leave is current throughout the roster cycle. Where an officer's rostered day off duty falls during a period of sick leave, the officer’s available sick leave shall not be debited for that day.

8.7 An officer may elect to receive payment in lieu of all rostered days off on an annual basis or may elect to have a rostered day off each roster cycle as prescribed in this Award.

8.8 Annual payment in lieu of all rostered days off shall be made on the first pay day commencing on or after 1 December each year. Pro rata payments can only be made for the year an officer commences duty at Kempsey, Dillwynia, Wellington or John Morony Correctional Centres.

8.9 Officers shall make their election in writing at the commencement of each annual period. If no election is made for whatever reason, the default entitlement that will be applied is for the officer to take a rostered day off each roster cycle.

8.10 Payment shall be made at the rate of salary applying as at 1 December each year; or for pro rata payments, at the rate of salary as at the date an officer commences duty at Kempsey, Dillwynia, Wellington and John Morony Correctional Centres.

9. Shift Handover

9.1 The salaries paid to officers covered under this Award and the application of a 38-hour week recognise that additional time may be involved for an officer at the time of shift handover in:

(a) briefing incoming officers;

(b) incoming officers parading prior to relieving security posts, etc;

(c) undertaking a weapons safety check in the presence of the incoming and outgoing officer.

9.2 No additional payment shall be paid for this work.

10. Single Rate for Additional Hours

10.1 Officers who work additional hours beyond a standard 8 or 12-hour shift, or in excess of 152 hours per roster cycle shall be paid at a single rate of $51.88 per hour for all additional time worked.

10.2 No payment or other compensation for additional hours shall be paid to officers above the rank of Senior Correctional Officer or Senior Overseer, except in cases of emergency.

10.3 For the purposes of this Award, emergencies are classed as situations such as riot, fire or hostage.

10.4 The rate prescribed in sub-clause 10.1 of this award shall be subject to any variation made in accordance with Clause 28 Savings of Rights of this award.

11. Ranking Structure

11.1 Custodial Officers:

General Manager

Manager Security

Principal Correctional Officer

Chief Correctional Officer

Senior Correctional Officer

Correctional Officer 1st Class Year 2

Correctional Officer 1st Class Year 1

Correctional Officer Year 2

Correctional Officer Year 1

Correctional Officer Probationary

Correctional Officer (Training)

11.2 Industrial Officers:

Principal Industry Officer Level 1

Principal Industry Officer Level 2

Chief Industry Officer

Senior Overseer

Overseer

12. Allowances

12.1 Hosiery

An allowance is payable to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Schedule 2 - Other Allowances, of Part B.

12.2 Meals

12.2.1 Members of staff are not entitled to meal monies except when working additional hours, where payment shall be made in accordance with clause 94 Overtime Meal Allowance of the *Crown Employees (Public Service Conditions of Employment) Award* 2009 or its replacement.

12.2.2 Payment of an allowance at the rate equivalent to the dinner rate provided in Clause 94 Overtime Meal Allowance of the *Crown Employees (Public Service Conditions of Employment) Award* 2009 or its replacement shall be made to members of staff working double shifts.

12.2.3 A Member of Staff performing Authorised External Escorts who is unable to take a twenty (20) minute paid crib break away from the supervision of inmates between the third and fifth hour from the commencement of a shift will be paid an allowance – called a Crib Break Penalty.

12.2.3.1 For "A" watch an amount equivalent to the rate for lunch money for overtime under the *Crown Employees (Public Service Conditions of Employment) Award* 2009 or its replacement.

12.2.3.2 For "C" watch an amount equivalent to the rate for dinner money for overtime under the *Crown Employees (Public Service Conditions of Employment) Award* 2009 or its replacement.

12.2.3.3 For "B" watch an amount equivalent to the rate for breakfast money for overtime under the *Crown Employees (Public Service Conditions of Employment) Award* 2009 or its replacement.

12.2.4 For the purpose of this clause:

"Authorised External Escort" includes but is not limited to medical/hospital escorts, funeral escorts, officer escorts and Court Escort & Security Unit (CESU) officer. It does not include escorting and/or supervising inmates or offenders on Mobile Outreach Programs, Community Partnership Programs or in the community setting.

"Member of Staff" means an officer, a temporary employee or a casual employee as defined in the *Government Sector Employment Act* 2013.

12.2.5 The Crib Break Penalty set out in subclause 12.2.3 above is in lieu of overtime.

13. Recreation Leave

13.1 Officers are entitled to Recreation Leave as follows:

(a) Officers engaged as day workers shall be entitled to recreation leave in accordance with the provisions of the Recreation Leave clause of the Conditions Award or any replacement, that is, four weeks' paid leave for each completed year of service.

(b) Officers engaged as shift workers who are regularly required to perform rostered duty on Sundays and Public Holidays shall be entitled to six weeks' recreation leave inclusive of public holidays and further compensation in accordance with the provisions of subclause 7.4 of this Award.

(c) At least two consecutive weeks of recreation leave shall be taken by officers every 12 months, except by written agreement with the Division Head or delegate in special circumstances.

(d) Shift workers may elect to receive payment in lieu for 10 days of their yearly recreation leave entitlement. The additional payment shall be made on the commencement of the mandatory two consecutive weeks' recreation leave referred to in paragraph (c) above.

(e) Permanent Part-time Officers shall be entitled to pro rata recreation leave calculated in accordance with the proportion of full-time officers' hours they work.

Schedule A

14. Annual Leave Loading

14.1 The Annual Leave Loading payable to all officers up to and including the rank of Senior Correctional Officer or Senior Overseer, employed as shift workers shall be 20% in lieu of all other entitlements under this heading.

14.2 Annual Leave Loading payable to day workers shall be paid in accordance with the provisions of the Annual Leave Loading clause of the Conditions Award.

15. Allowance for Temporary Assignments

15.1 Subject to this clause, an officer who is required to perform duties in a higher role from time to time shall, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher role be paid an allowance at the difference between the officer's present remuneration, and the salary and allowance, where applicable, prescribed for the higher role

15.2 This higher duties allowance shall be paid on a daily basis.

16. Performance Management

16.1 CSNSW's Performance Management System shall be used as a process of identifying, evaluating and developing the work performance of all officers. This will ensure CSNSW meets its corporate objectives and, at the same time, will benefit officers by way of providing information, establishing agreed targets, providing performance feedback and enhancing rapport with supervisors.

16.2 Officers occupying roles of General Manager, Manager Security, Principal Correctional Officer, Chief Correctional Officer, Principal Industry Officer and Chief Industry Officer shall enter into a performance agreement with CSNSW.

17. Permanent Part-Time

17.1 CSNSW is committed to providing permanent part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.

17.2 Part-time work arrangements must be acceptable to both CSNSW and the officer and shall be in accordance with the provisions of the Industrial Relations Act 1996 and the Flexible Work Practices Policy and Guidelines issued by the then Public Employment Office in October 1995.

18. Professional Conduct

18.1 Corporate Plan

Officers shall be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives as expressed in the CSNSW Corporate Plan.

18.2 Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability. All officers will be professional in their conduct with the public, other staff and inmates.

18.3 Dress Policy

Officers shall comply with the requirements of the CSNSW Dress Policy and associated orders as published in the CSNSW Dress Manual; will ensure their dress and grooming is of the highest standard; and will wear and display CSNSW name tags on a voluntary basis except in areas where there is contact with the public, such as Visits, Gates and Reception Areas.

18.4 Officers are expected to have a thorough knowledge of and practise Case Management Principles, as defined by CSNSW's policy and procedures, and shall diligently perform the duties required to implement them. All officers will participate in Case Management.

Schedule A

19. Equality of Employment and Elimination of Discrimination

The parties are committed to providing a work environment which promotes the achievement of equality and elimination of discrimination in employment.

20. Harassment-Free Workplace

20.1 CSNSW is committed to ensuring that officers work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant.

Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.

20.2 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age will not be condoned by CSNSW or the Association.

20.3 Supervising Officers at all levels shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.

20.4 All officers are required to refrain from perpetuating, or being party to, any form of harassment.

21. Anti-Discrimination

21.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3 (f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

21.2 It follows that in, fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have an obligation to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.

21.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an officer because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

21.4 Nothing in this clause is to be taken to affect:

(a) Any conduct or act which is specifically exempted from anti-discrimination legislation;

(b) Offering or providing junior rates of pay to persons under 21 years of age;

(c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977

(d) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

21.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

(a) CSNSW and its officers may also be subject to Commonwealth anti-discrimination legislation.

(b) Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.

22. Work Health and Safety

22.1 At all times management and officers will comply with the Work Health and Safety Act 2011.

22.2 The parties are committed to maintaining an accident-free and healthy workplace through:

(a) Implementation of appropriate health and safety procedures.

(b) Appropriate management and risk assessment practices.

(c) The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare.

(d) Management and employee participation on Health and Safety Committees.

23. Flexible Working and Operational Arrangements

23.1 The parties to this Award are committed to introducing greater flexibility in working arrangements, wherever practicable. This includes part-time work, job sharing, part-time leave without pay, career break scheme, part-year employment and variable leave employment as contained in the Flexible Work Practices guidelines.

23.2 Consultative Committee

The parties are prepared to discuss all matters raised which are designed to increase flexibility and enhance the smooth running of the correctional centres. A consultative committee shall be established in each correctional centre consisting of management and Association representatives. This committee will meet on a regular basis to discuss any matter relevant to the operation of this Award or any other matter considered relevant to the maintenance and improvement of employee relations between the parties during the terms of this Award, and thereafter.

23.3 Local Management Board

A Local Management Board shall be established at each correctional centre to provide advice regarding the operation and routines of the correctional centre. Elected representatives of the Prison Officers Vocational Branch of the Association shall be allocated two positions on this Local Management Board.

23.4 Directed Duties

The parties recognise that the nature of the correctional environment may present emergent situations or that unforeseen circumstances may alter the usual operation of a correctional centre on a short-term basis. In these circumstances, an officer may be directed to carry out such duties as are reasonably within the limits of the officer's skill, competence and training.

23.5 The General Manager or supervising officer may direct an officer to carry out such duties and use tools and equipment as may be required, provided that the officer has been properly trained in those duties and in the use of the tools and equipment.

23.6 Any direction made pursuant to this clause shall be consistent with the correctional centre’s security requirements, as assessed by the General Manager or most senior officer available at that time, and CSNSW's obligation to provide a safe and healthy work environment.

Schedule A

24. Deduction of Association Membership and Legal Fees

24.1 The Association shall provide CSNSW with a schedule setting out the Association's fortnightly membership and legal fund fees payable by members of the Association in accordance with the Association rules.

24.2 The Association shall advise CSNSW of any change to the amount of fortnightly membership and legal fund fees made under its rules. Any variation to the schedule of the Association's fortnightly membership and legal fund fees shall be provided to CSNSW at least 28 days in advance of the variation taking effect.

24.3 Subject to the above clauses, CSNSW shall deduct the Association's fortnightly membership and legal fund fees from the pay of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised CSNSW to make such deductions.

24.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the officer's membership accounts.

24.5 Unless other arrangements are agreed to by CSNSW and the Association, all Association membership and legal fund fees shall be deducted by CSNSW on a fortnightly basis.

25. Grievance and Dispute Resolution Procedures

25.1 The aim of this procedure is to ensure that industrial and officer grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level in the workplace.

25.2 A grievance may be defined as:

A statement or approach by an officer to a supervisor on a work related problem, concern or complaint which may relate to:

(a) harassment and/or discrimination on the basis of sex, race, marital status, disability, sexual preference or age; or

(b) interpersonal conflict at work, including supervisor, officer and co-worker conflicts; or

(c) unfair allocation of development opportunities; or

(d) lack of communication of work-related information; or

(e) a difficulty concerning the interpretation or application of a CSNSW's policy or procedure.

25.3 A dispute may be defined as:

An issue in relation to any matter contemplated by this Award and related to its application, operation or interpretation.

25.4 The parties to this Award are committed to following the steps set out below and will continue to work normally as these procedures are being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with these procedures.

25.5 Where a matter does not fall within the definition of a grievance, it shall be regarded as a dispute and shall be dealt with in accordance with the following procedures:

Step 1: The dispute is discussed between the officer(s) and the relevant supervisor. If the dispute remains unresolved, follow Step 2.

Step 2: The dispute is discussed between the officer(s), the Association's delegate or officer's nominated representative and the supervisor. If the dispute remains unresolved follow Step 3.

Step 3: The dispute is discussed between the next higher level of management and representatives from Industrial Relations, and the Association delegate and/or an Association official or officer's nominated representative. If the dispute remains unresolved, follow Step 4.

Step 4: The dispute is discussed between the most senior representatives of CSNSW and the relevant Association officials and/or officer's nominated representative. If the dispute remains unresolved, follow Step 5.

Step 5: The dispute is discussed with the Division Head and the relevant Association officials and/or officer's nominated representative.

Step 6. The matter may be referred by either party to the Industrial Relations Commission to exercise its functions under the NSW Industrial Relations Act 1996, provided the matter is not a claim for general increases in salary or conditions of employment contained in this Award.

Each of the steps will be followed within a reasonable time frame having regard for the nature of the grievance or dispute.

25.6 Continuance of Work

While the parties are attempting to resolve the matter, the parties shall continue to work in accordance with this Award and their contract of employment unless the officer has a reasonable concern about an imminent risk to his or her safety. Subject to the Work Health and Safety Act 2011, even if the officer has a reasonable concern about an imminent risk to his or her health or safety, the officer must not unreasonably fail to comply with a direction from management to perform other available work, whether at the same correctional centre or another workplace, that is safe and appropriate for the officer to perform.

26. No Further Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the *Industrial Relations (Public Sector Conditions of Employment) Regulation* 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2016 by a party to this Award.

27. General

Nothing in this Award shall be construed as restricting the Division Head or delegate to alter the duties of any roles or to abolish any roles covered by this Award in consultation with the Association.

28. Savings of Rights

Should there be a variation to the Crown Employees (Public Sector - Salaries 2015) Award, or an award replacing it, during the term of this Award, by way of salary increase, this Award shall be varied to give effect to any such increase.

29. Transitional Arrangements for John Morony Correctional Centre

29.1 Corrective Services NSW successfully tendered to manage and operate John Morony Correctional Centre. The management agreement provides for a transition period commencing on 28 August 2017, with operational handover on 27 November 2017.

29.2 The provisions of this award will take effect for all custodial employees at John Morony Correctional Centre as described in clause 11 Ranking Structure on and from 27 November 2017.

Schedule A

30. Area, Incidence and Duration

30.1 This Award shall apply to all officers as defined in clause 11, Ranking Structure, of this Award at Kempsey, Dillwynia, Wellington and John Morony Correctional Centres.

30.2 This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees (Correctional Officers, Department of Attorney General and Justice – Corrective Services NSW) Award 2007 for Kempsey, Dillwyina and Wellington Correctional Centres

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 February 2016.

The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

SCHEDULE 1

Salaries and Incidental Allowances

1. Annualised Salary Package

Title	Salary $
General Manager	179,800
Manager Security	151,686
Principal Correctional Officer	117,200
Chief Correctional Officer	109,704

1.1 The above salaries are annualised and include compensation for overtime, penalty rates, incidental allowances, shift allowances and 10 Rostered Days Off per annum.

1.2 Officers on an annualised salary package shall be entitled to take the equivalent of a rostered day off in each of the consecutive roster cycles falling in December and January of each year.

1.3 Officers working under this arrangement shall work 20 days in each 28-day roster cycles for 10 roster cycles; and 19 days in two 28-day roster cycles for two roster cycles only. For the 13th roster cycle, the provisions of subclause 8.5 of this Award shall apply.

2. Custodial Officers

Title	Salary $	Incidental Allowance $
Senior Correctional Officer	73,195	4785.00
Correctional Officer 1st Class Year 2	69,025	2871.00
Correctional Officer 1st Class Year 1	63,801	2871.00
Correctional Officer Year 2	60,411	1921.00
Correctional Officer Year 1	59,302	1437.00
Correctional Officer Probationary	58,239	957.00
Correctional Officer (Training)	58,239	(no allowance)

3. Industrial Officers

3.1

Title	Annualised Salary $
Principal Industry Officer Level 1	122,215
Principal Industry Officer Level 2	116,314
Chief Industry Officer	110,788

3.1.1 The above salaries are annualised and include compensation for overtime, penalty rates, incidental allowances, shift allowances and 10 Rostered Days Off per annum.

3.1.2 Industrial Officers on an annualised salary package shall be entitled to take the equivalent of a rostered day off in each of the consecutive roster cycles falling in December and January of each year.

Schedule A

3.1.3 Officers working under this arrangement will work 20 days in each 28-day roster cycle for 10 roster cycles; and 19 days in two 28-day roster cycles for two roster cycles only. For the 13th roster cycle, the provisions of subclause 8.5 of this Award shall apply.

3.2

Title	Salary $	Incidental Allowance $
Senior Overseer	81,404	4785.00
Overseer	73,195	2871.00

SCHEDULE 2

Other Allowances

1.1

Hosiery	$240.00 per annum	Subclause 12.1

Schedule A

ATTACHMENT A

KEMPSEY STAFFING PROFILE

POST	RANK	DAYS PER WEEK	209/365	POSITIONS
1	GENERAL MANAGER	5 DAYS	1.244	1
1	MANAGER SECURITY	5 /7 DAYS	1.244	1
2	PRINCIPAL	7 DAYS	3.492	3
4	CHIEF	7 DAYS	6.984	7
		TOTAL	12.916	
14	SCO'S	7 DAYS	24.444	25
1	SCO	5 DAYS	1.196	1
7	SCO'S	2 + PH	3.815	4
		TOTAL	29.455	
37	CO'S	7 DAYS	64.602	65
2	CO'S	5 DAYS	2.392	2
9	CO'S	2 + PH	4.905	5
		TOTAL	71.899	

114.318

Total Custodial Staff Required = 114

1	GENERAL MANAGER	5/7	1.244
1	MANAGER SECURITY	5/7	1.244
1	PRINCIPAL SECT 1	7	1.746
1	PRINCIPAL SECT 2 & 3	7	1.746
1	CHIEF SECTOR 1A	7	1.746
1	CHIEF SECTOR 1B	7	1.746
1	CHIEF D WATCH	7	1.746
1	CHIEF (INTEL)	7	1.746
1	SCO MAIN GATE	7	1.746
1	SUP SECTOR 3	7	1.746
1	SUP F POD	7	1.746
1	SUP IAT	7	1.746
1	SUP D POD	7	1.746
2	SUP INTAKE	7	3.492
1	SUP SECTOR 2	7	1.746
1	SUP G POD	7	1.746
1	SUP/INMATE REC 1	7	1.746
1	SUP C WATCH	7	1.746
1	SUP B WATCH	7	1.746
1	SCO CASE MANAGER	7	1.746
1	SCO MONITOR ROOM	7	1.746
1	SUP VBL/FT	5	1.196
4	SUP PODS	2 + PH	2.180
3	SCO VISITS	2 + PH	1.635
1	CO MAIN GATE	7	1.746
1	CO MONITOR ROOM	7	1.746
2	CO G UNIT	7	3.492
1	CO F POD SUPPORT	7	1.746
1	CO INDUSTRIES CONTROL	7	1.746

Schedule A

1	CO CONTROL COORD	7	1.746
2	CO IAT	7	3.492
2	CO CLINIC/DETOX	7	3.492
1	CO D POD SUPPORT	7	1.746
2	CO ROVER	7	3.492
2	CO D WATCH SECTOR 2	7	3.492
2	CO D WATCH SECTOR 3	7	3.492
1	J BLOCK ESCORT	7	1.746
1	CO SECTOR 2 SUPPORT	7	1.746
1	CO VBL/FORENSIC TESTING	5	1.196
2	CO INTAKE SUPPORT	7	3.492
2	CO SECTOR 3 SUPPORT	7	3.492
1	CO INMATE RECEPTION	7	1.746
1	CO INDUSTRIES CONTROL	5	1.196
6	CO C WATCH	7	10.476
6	CO B WATCH	7	10.476
5	CO VISITS	2 + PH	2.725
4	CO UNITS	2 + PH	2.180

ATTACHMENT B

DILLWYNIA STAFFING PROFILE

POST	RANK	DAYS PER WEEK	209/365	POSITIONS
1	GENERAL MANAGER	5 DAYS	1.244	1
1	MANAGER SECURITY	5 /7 DAYS	1.244	1
1	PRINCIPAL	7 DAYS	1.746	2
2	CHIEF	7 DAYS	3.492	4
1	CHIEF	5/7 DAYS	1.244	1
		TOTAL	8.970	
14	SCO’s	7 DAYS	26.19	26
1	SCO	5 DAYS	1.196	1
2	SCO’s	2 + PH	1.09	1
		TOTAL	28.476	
28	CO’s	7 DAYS	43.65	44
5	CO’s	5 DAYS	5.98	6
7	CO’s	2 + PH	3.815	4
		TOTAL	53.445	

90.891

Total Custodial Staff Required = 91

1	GENERAL MANAGER	5	1.196
1	MANAGER SECURITY	5/7	1.244
1	PRINCIPAL	7	1.746
2	CHIEF	7	3.492
1	CHIEF (INTEL)	5/7	1.244
1	SUP MAIN GATE	7	1.746
1	SUP ACTIVITIES	7	1.746
1	SUP RECEPTION	7	1.746
1	SUP CENTRE PATROL	7	1.746
1	SUP ILU	7	1.746
1	SUP RIT COORD	7	1.746
1	SUP C WATCH N/SENIOR	7	1.746
1	SUP B WATCH N/SENIOR	7	1.746

Schedule A

1	SUP BIU	7	1.746
1	SUP ILU C WATCH	7	1.746
1	SUP VBL	5	1.196
1	SUP GATE C WATCH	7	1.746
1	SUP CONTROL ROOM	7	1.746
1	SUP HIGH NEEDS	7	1.746
1	SUP MED NEEDS D	7	1.746
2	SUP VISITS	2 + PH	1.09
1	CO MAIN GATE	7	1.746
3	CO PATROL	7	5.238
2	CO HIGH NEEDS	7	3.492
2	CO BIU	7	3.492
1	CO HEALTH UNIT	7	1.746
2	CO THERAPEUTIC UNIT	7	3.492
1	CO CONTROL ROOM	7	1.746
3	CO B WATCH	7	5.238
1	CO B WATCH CONTROL ROOM	7	1.746
1	CO B WATCH ILU	7	1.746
1	CO B WATCH GATE	7	1.746
3	CO C WATCH	7	5.238
1	CO C WATCH CONTROL ROOM	7	1.746
1	CO C WATCH GATE/CONTROL	7	1.746
1	CO D WATCH LOW NEEDS	7	1.746
1	CO D WATCH THERAPEUTIC UNIT	7	1.746
2	CO LEGAL VISITS	5	2.392
2	CO ESCORTS	5	2.392
1	HEALTH UNIT	5	1.196
1	CO VISITS CONTROL	2 + PH	0.545
1	CO VISITS PROC	2 + PH	0.545
2	CO VISITS PATROL	2 + PH	1.09
2	CO VISITS	2 + PH	1.09
1	CO VISITS IL	2 + PH	0.545