

**CROWN EMPLOYEES (CORRECTIONAL OFFICERS,
DEPARTMENT OF ATTORNEY GENERAL AND JUSTICE -
CORRECTIVE SERVICES NSW) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 85 of 2012)

Before The Honourable Mr Justice Staff

4 May 2012

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Conditions Fixed by Other Instruments of Employment
5.	Ranking Structure
6.	Salaries
7.	Allowances
8.	Progression and Promotion
9.	Increments
10.	Hours of Work
11.	Shiftwork
12.	Rostered Days Off
13.	Shift Handover
14.	Payment of Salary
15.	Overtime
16.	Recreation Leave and Compensation for Saturdays, Sundays and Public Holidays
17.	Annual Leave Loading
18.	Higher Duties
19.	Permanent part-time
20.	Technological change
21.	Performance Management
22.	Work Health and Safety
23.	Dispute resolution procedures
24.	Professional Conduct
25.	Equity of Employment
26.	Harassment Free Workplace
27.	Anti-Discrimination
28.	Deduction of Association Membership and Legal Fund Fees
29.	Savings of rights
30.	No further claims
31.	General
32.	Area, Incidence and Duration

Schedule A - Agreed Procedures for the Settlement of Grievances and Disputes

Schedule B - Memorandum of Understanding for
Correctional Officers, Corrective Services NSW

2. Title

This Award shall be known as the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award.

3. Definitions

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

"Act" means the *Public Sector Employment and Management Act 2002*, or its replacement.

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

"Award" means this Award.

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

"Corrective Services NSW (CSNSW)" means a division within the Department of Attorney General and Justice.

"Division Head" means the Director-General of the Department of Attorney General and 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 a.m. and 6.00 p.m.

"General Manager" means the person occupying or acting in the position of General Manager of a Correctional Centre or Superintendent of a work location.

"Correctional Officer" or "Officer" means and includes all adult persons employed under the provisions of the Act, permanently or temporarily, who on the date of commencement of this Award were occupying one of the positions covered by this Award or who, after such date, are appointed to one of such positions.

"Regulation" means the Public Sector Employment and Management Regulation 2009, or its replacement.

"Service" means continuous service in a position covered by this Award.

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

"Shift worker - non-continuous Shifts" means an officer who is not a "day worker" or a "shift worker - continuous shifts", as defined above.

4. Conditions Fixed By Other Instruments of Employment

- (i) 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:

Crown Employees (Public Service Conditions of Employment) Award 2009

Crown Employees (Transferred Employees Compensation) Award 2009

- (ii) Except as expressly provided by this Award, and except where conditions are covered by the Awards referred to in subclause (i) 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. Ranking Structure

- (i) Custodial Officers:
 - Senior Correctional Officer
 - First Class Correctional Officer 2nd year and thereafter
 - First Class Correctional Officer 1st year
 - Correctional Officer 2nd year and thereafter
 - Correctional Officer 1st year
 - Probationary Correctional Officer
- (ii) Industrial Officers:
 - Senior Overseer
 - Overseer 2nd year and thereafter
 - Overseer 1st year

6. Salaries

- (i) Salaries payable to officers covered by this Award shall be in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or an Award replacing it.
- (ii) Salaries prescribed in this clause include a component for the previously paid:
 - environmental allowance
 - special duties allowance
 - clothing and laundry allowances (except for hosiery)

7. Allowances

The following allowances are payable subject to the conditions attached:

- (i) Incidental - this is to compensate for full participation in Area and Case Management, including maintenance of Case Management files, training junior staff and roster preparation (where appropriate), and for the progressive introduction of electronic security and inmate monitoring systems.
 - (a) This allowance shall be paid for all purposes. In the case of an officer acting in a higher duties capacity, the higher allowance shall be payable only if the officer has acted continuously in the position for more than four weeks, except for Senior Correctional Officers rostered as Officer in Charge on "B" (night) or "C" (afternoon) watches for consecutive periods of 4 (four) days or more.

(b) Correctional Officer

	Per annum effective first pay period commencing on or after 1 July 2011 \$
Probationary	871
1st year	1,308
2nd year and thereafter	1,747
1st Class - 1 st year	2,613
1st Class - 2nd year and thereafter	2,613
Senior Correctional Officer	4,354

(c) Industries and Maintenance

Overseer	2,613
Senior Overseer	4,354

(d) This allowance is not payable to Probationary Correctional Officers whilst in primary training. It is payable from the date these officers enter on duty in a correctional centre after graduation.

- (ii) Meals - in general, as shift workers, Correctional Officers are not entitled to meal monies except whilst on overtime.
- (iii) Mobile Work Camps - an amount of \$127 per day in addition to a normal shift payment at single time is payable to an officer rostered on a mobile work camp. This is an all incidence allowance to compensate for all out of hours activities for the remaining 16 hours each day for, among other things, acquisition of additional skills for training purposes, imparting skills to inmates, responsibilities for the security of equipment on a 24 hour basis, absence from their families and disabilities for being exposed to the elements.
- (iv) Hosiery allowance - an amount of \$120 per annum is paid to female Correctional Officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing).
- (v) Should there be a variation to the Crown Employees (Public Sector - Salaries 2008) Award, or an award replacing it, during the term of this Award, by way of salary increase or other benefit to the public service, this Award shall be varied to give effect to any such salary increase, or other benefit, from the operative date of the variation of the former Award or replacement award.

8. Progression and Promotion

- (i) Officers, whose conduct and services are satisfactory, shall progress to the rank of Correctional Officer, subject to completion of twelve (12) months service as a Probationary Correctional Officer and having satisfactorily completed the appropriate training course/s as determined by CSNSW.
- (ii) Officers, who, having completed 12 months service on the Probationary rate, and who are refused progression to the rank of Correctional Officer, may request that the decision be reviewed by the Division Head or delegate.
- (iii) Officers, who have completed twelve (12) months service on the 2nd year and thereafter rate for Correctional Officer, shall progress to the rank of Correctional Officer, 1st Class, subject to the following criteria:
 - (a) Satisfactory conduct and services;
 - (b) Completion of appropriate training course/s as determined by CSNSW;
 - (c) Value, quality and scope of the work performed warrants such progression.

N.B. Satisfactory conduct and services includes, but is not limited to, the following:

- (d) satisfactory sick leave record;
- (e) punctual attendance;
- (f) proper standard of dress and grooming;
- (g) no proven misconduct charges in the previous twelve (12) months.

Value, quality and scope of work performed shall include:

- (h) capacity to undertake the more difficult posts with efficiency and economy;
 - (i) capacity to supervise and direct junior officers;
 - (j) high standard and accuracy of written reports;
 - (k) capacity to interact in a positive manner with other officers;
 - (l) being pro-active rather than reactive.
- (iv) Provided that officers who have not completed the training courses as determined under paragraph (iii)(b) by reason only of CSNSW exigencies shall not be prejudiced in their eligibility to progress.
 - (v) Correctional Officers, who, having completed 12 months service on the 2nd year and thereafter rate and who are refused progression to the rank of Correctional Officer, 1st Class, may request that the decision be reviewed by the Division Head or delegate.
 - (vi) Promotion to ranks above Correctional Officer, 1st Class, shall be in accordance with the provisions of Chapter 2 of the Act.

9. Increments

- (i) The payment of increments under the scales of salaries prescribed by this Award shall be subject to approval by the Division Head or delegate and pursuant to the increment provisions of the Regulation except where varied by this Award.
- (ii) Four weeks prior to the date on which an officer will become eligible for an annual increment of salary, the General Manager shall report to the Division Head or delegate as to the conduct and manner in which the duties of the officer have been performed.
- (iii) In cases where the recommendation of the General Manager is adverse to the granting of an increment, and such recommendation has been approved by the Division Head or delegate, the officer shall have a right of appeal as provided for under Part 7 Public Sector Promotion and Appeal of the *Industrial Relations Act 1996*

10. Hours of Work

- (i) The ordinary hours of work for day workers shall be 38 hours per week averaged over a 28-day roster cycle, to be worked Monday to Friday inclusive, provided that by agreement between the parties ordinary hours up to a maximum of twelve (12) hours per day may be worked without the payment of overtime. Meal allowances are not applicable.
- (ii) The ordinary hours of work for shift workers shall be 38 hours per week averaged over a 28-day roster cycle, provided that shifts of up to twelve (12) hours may be worked without the payment of overtime. Meal allowances are not applicable.

- (iii) Time taken in partaking of meals shall not count towards working time, unless such meal is taken as a crib break.
- (iv) A crib break is an entitlement to a paid break of 20 minutes to be taken between the 3rd and 5th 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 the 20 minute break.
- (v) During the Daylight Saving changeover, an officer working a rostered shift will receive payment for a standard shift i.e. 8 hours plus shift allowance irrespective of whether the hours actually on duty are 7 or 9. However, if an officer is working an overtime shift, the officer is paid the actual hours worked i.e. either 7 or 9 hours.

11. Shiftwork

- (i) 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.
 - "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 am.
- (ii) Officers who work shiftwork shall be paid the following allowances other than at weekends or on public holidays:

Early morning shift	10%
Afternoon shift (C or D watch)	15%
Night Shift (B watch)	17½%

12. Rostered Days Off

- (i) The hours of work prescribed in clause 10, Hours of Work of this award shall be worked on the basis of a rostered day off in each 20 working days of a 28-day roster cycle. Officers shall accrue 0.4 of an hour each 8-hour day towards having the 20th day off with pay, subject to subclauses (iii) and (iv) of this clause.
- (ii) An officer's rostered day off shall be determined by CSNSW having regard to the needs of the establishment or sections thereof. Where practicable, rostered days off shall be consecutive with other days off.
- (iii) Once set, the rostered day off may not be changed in a current 28-day roster cycle without agreement between the officer and his or her supervisor. Where the rostered day off is changed by agreement, another day shall be substituted in the current roster cycle. Should this not be practicable the rostered day must be given and taken in the next roster cycle.
- (iv) The maximum number of rostered days off prescribed in subclause (i) of this clause shall be 12 days per annum. There shall be no accrual to a rostered day off during the first four (4) weeks of recreation leave.
- (v) 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 falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.

13. Shift Handover

- (i) The salaries paid to Correctional Officers and the application of a 38-hour week recognises 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, towers, etc.
 - (c) undertaking weapons safety check in the presence of the incoming and outgoing officer.
- (ii) There shall be no overtime hours paid for this work.

14. Payment of Salary

- (i) Officers shall be paid according to an average of 38 ordinary hours per week, although more or less than 38 ordinary hours may be worked in any particular week.
- (ii) Officers shall have their salaries paid into an account with a bank or other financial institution in New South Wales, as nominated by the officer. Salaries shall be deposited in sufficient time to ensure that monies are available for withdrawal by officers no later than the appropriate payday.

15. Overtime

- (i) The conditions of the Conditions Award or its replacement shall apply, provided that in establishments where extended ordinary hours and/or extended shift hours apply, officers working an overtime shift of 8 hours or more shall be eligible for one (1) meal allowance only.

16. Recreation Leave and Compensation for Saturdays, Sundays and Public Holidays

- (i) 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 its replacement.
- (ii) Officers engaged as shift workers - continuous shifts under this Award and who are regularly required to perform rostered duty on Sundays and Public Holidays shall receive the following compensation and be subject to the following conditions:
 - (a) For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.
 - (b) For ordinary rostered time worked on a Sunday - additional payment at the rate of three quarter time extra.
 - (c) When rostered off on a public holiday - no additional compensation or payment.
 - (d) When rostered on a public holiday and work performed - additional payment at the rate of half time extra.
 - (e) Recreation leave at the rate of six weeks per annum inclusive of any public holiday/s.
 - (f) Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of twelve months from. 1 December one year to 30 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

- (iii) The additional payment shall be made after the 1st December in each year for the preceding twelve months, provided that:

- (a) 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 1st December until the date of termination, resignation or retirement.
- (b) Payment shall be at the rate applying as at 1st December each year, or at the date of termination, resignation or retirement.

17. Annual Leave Loading

- (i) The Annual Leave loading payable to all Correctional Officers engaged as shift workers shall be 20% in lieu of all other entitlements under this heading.
- (ii) Annual Leave loading payable to Correctional Officers who are day workers shall be paid in accordance with the provisions of the Conditions Award.

18. Higher Duties

- (i) Subject to this clause, an officer who is required to perform duties in a higher position covered by this Award shall, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher position, be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher position covered by this Award.
- (ii) Officers employed in the classification of Probationary Correctional Officer or Correctional Officer shall not be entitled to be paid the allowance prescribed in subclause (i) of this clause when performing duties of Correctional Officer or Correctional Officer 1st Class.
- (iii) An officer who is required to perform duties in a higher position covered by the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Attorney General and Justice - Corrective Services NSW) Award 2009 (or any award succeeding or replacing that award) shall be paid an allowance equal to the difference between the officer's present salary and 95% of the '5 day' salary prescribed for the higher position. Any weekend or overtime penalty rates payable under this award will be applicable to this higher duties allowance.
- (iv) The higher duties allowance payable under subclause (iii) of this clause shall be included in salary for the purposes of calculating overtime only if the duties carried out during the period of overtime are those of the higher position and provided the salary and allowance does not exceed the maximum rate for Clerk Grade 8, as varied from time to time, when the rate payable for directed overtime shall be at the maximum rate for Clerk, Grade 8 plus \$1.00.
- (v) The higher duties allowance payable under subclauses (i) and (iii) of this clause shall be paid for each day the officer acts in the higher position.
- (vi) The provisions of paragraph (i)(a) of clause 7 Allowances of this award shall not apply to the payment of higher duties.

19. Permanent Part-Time

- (i) CSNSW is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.
- (ii) Part-time 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.

20. Technological Change

- (i) The introduction of technological changes shall be undertaken in accordance with the provisions of the Conditions Award or its replacement.

21. Performance Management

- (i) CSNSW's Performance Management System shall be used as a process of identifying, evaluating and developing work performance. 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.
- (ii) Any officer who fails to gain a satisfactory performance appraisal will be counselled and a detailed developmental program will be negotiated to enable officers to reach satisfactory performance as outlined in CSNSW's Performance Management System.

22. Work Health and Safety

- (i) The parties to this Award are committed to achieving and maintaining accident-free and healthy workplaces by:
 - (a) assisting the Director-General Department of Premier and Cabinet and the Association in the development of policies and guidelines for CSNSW on Occupational Health, Safety and Rehabilitation;
 - (b) the implementation of such policies and guidelines within CSNSW;
 - (c) establishing consultative mechanisms and structures within CSNSW, to identify and introduce safe systems of work, safe work practices and working environments; to develop strategies to assist the rehabilitation of injured staff members; and to determine the level of responsibility to achieve these objectives. This will assist to achieve the objects of the *Work Health and Safety Act 2011*, the Regulation and Codes of Practice made under this Act, and the *Workplace Injury Management and Workers Compensation Act 1998* and the *Workers Compensation Act 1987*.
 - (d) identifying training strategies for officers, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness.
 - (e) directly involving the Division Head or delegate in the provisions of paragraphs (a) to (d) of this subclause.
- (ii) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

23. Dispute Resolution Procedures

- (i) The Grievances/Disputes Procedures as attached at Schedule A shall apply.

24. Professional Conduct

- (i) 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.
- (ii) Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability by complying with the CSNSW Code of Conduct in the performance of their duties.
- (iii) All officers will be professional in their conduct with the public, other staff and inmates.
- (iv) Officers shall comply with the requirements of the CSNSW Dress Manual and will ensure their dress and grooming are of the highest standard.

25. Equity of Employment

- (i) The parties are committed to providing a work environment which promotes the achievement of equity and the elimination of discrimination in employment.

- (ii) Officers with supervising responsibilities shall ensure that all staff under their supervision are treated equitably and without bias or prejudice.

26. Harassment Free Workplace

- (i) The parties are committed to ensuring that officers work in an environment free of harassment. Harassment on the grounds of sex, marital status, pregnancy, race, culture or ethno-cultural background, disability or perceived disability (including HIV/AIDS), age, homosexuality or perceived homosexuality, transgender or perceived transgender is unlawful in terms of the *Anti-Discrimination Act 1977*.
- (ii) 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 or unpleasant.
- (iii) Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- (iv) Harassment on any grounds including, but not limited to, sex, marital status, pregnancy, race, culture or ethno-cultural background, disability or perceived disability (including HIV/AIDS), age, homosexuality or perceived homosexuality, transgender or perceived transgender will not be condoned by CSNSW or the Association.
- (v) Correctional Officers 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.
- (vi) All Correctional Officers are required to refrain from perpetuating, or being party to, any form of harassment.
- (vii) Where a claim of harassment is made, and with consultation with the Association, and CSNSW considers there is reasonable grounds for considering harassment has occurred, the alleged offending officer is to be transferred to another work location until the matter is fully investigated.

27. Anti-Discrimination

- (i) 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.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations 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.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

- (iv) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by 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.

28. Deduction of Association Membership and Legal Fund Fees

- (i) 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.
- (ii) 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.
- (iii) Subject to subclauses (i) and (ii) of this clause, 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.
- (iv) 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.
- (v) 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.

29. Savings of Rights

- (i) At the time of the making of this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.

30. No Further Claims

- (i) It is a condition of this Award that the Association undertakes for the duration of the life of this Award not to pursue any extra claims, award or over award, with respect to Correctional Officers.

31. General

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

32. Area, Incidence and Duration

- (i) This Award shall apply to all officers as defined in clause 5, Ranking Structure, of this Award.

- (ii) 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 4 May 2012.
- (iii) Changes made to this award subsequent to it first being published on 11 July 2008 (366 I.G.130) have been incorporated into this award as part of the review.
- (iv) The Prison Officers (Settlement of Grievances and Disputes) Agreement, Agreement No. 2471 of 1984 is rescinded and replaced by Schedule A of this award.

SCHEDULE A

Agreed Procedures for Settlement of Grievances and Disputes

1. Objectives

- 1.1 The object of these procedures is the improvement of industrial relations and the development of a spirit of co-operation within CSNSW.
- 1.2 The parties acknowledge the desirability, in the interests of all concerned of industrial claims being dealt with expeditiously and without resort to industrial action.
- 1.3 It is the intention that as CSNSW is an essential service industry, problems and disputes should be resolved by discussion and the adoption of common-sense solutions rather than by the resort to industrial action.
- 1.4 It is recognised that proper consultation and communication within CSNSW are of the utmost importance for its effective operation and for the administration of its functions.
- 1.5 There shall be co-operation at all levels to ensure the final resolution of disputes expeditiously.
- 1.6 Compliance with the spirit and intent of this agreement as well its terms, is accepted as essential to the achievement of a better working atmosphere for Correctional Officers and to ensuring a stable environment for inmates.
- 1.7 The officials of the POVB and of the sub-branches shall be recognised as having, within their respective spheres, an essential role and responsibility in the handling of industrial disputes and in representing Correctional Officers, but with due regard to their responsibilities as Correctional Officers.
- 1.8 These procedures are not intended to limit the powers of tribunals under the *Industrial Relations Act* 1996 but are designed to facilitate the process of conciliation and the settlement of industrial disputes by amicable arrangements as envisaged by the *Industrial Relations Act* 1996. All matters filed pursuant to the *Industrial Relations Act* 1996 shall be dealt with in accordance with it.
- 1.9 It is the intention that normally the agreed procedure shall be followed in processing industrial disputes but it may be necessary by agreement to by-pass some of the steps in the procedure in attempting to achieve a speedy resolution in specific instances.

2. Definitions

In this Schedule, the definitions as listed in Clause 3 Definitions of the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award shall apply. In addition to those definitions, the following definitions shall also apply:

- 2.1 "POVB" means the Prison Officers' Vocational Branch of the Association.
- 2.2 "Sub-branch" means the sub-branch of the POVB covering the workplace concerned.

- 2.3 "Industrial dispute" means a dispute or claim with regard to or affecting the conditions of employment of Correctional Officers.
- 2.4 "Industrial action" includes a refusal to work or the imposition of work bans or limitations.
- 2.5 "Workplace" includes correctional centre, courts, head or regional office.
- 2.6 "Working days" means days on which the office of CSNSW is open for business.
- 2.7 "Management Committee" means the Management Committee of the POVB.
- 2.8 "State Executive" means such of the Chairman, Vice Chairman and Hon. Secretary of the POVB (whose election has been notified by the Association to CSNSW) and Country Vice Chairman as are at the time available.
- 2.9 "Sub-branch Executive" means such of the duly elected Executive of the sub-branch (whose election has been notified to the General Manager of the workplace concerned) as are at the time available.
- 2.10 "Officials" means in the case of the POVB the State Executive and in the case of a sub-branch the sub-branch executive or such of the members of the respective bodies as are at the time available.
- 2.11 "Local issue" means an industrial claim which relates solely to a particular workplace.
- 2.12 "State-wide issues" means any industrial dispute which is not a local issue or is one which directly affects Correctional Officers at more than one workplace.

3. Procedure in Local Issues

- 3.1 The sub-branch Executive shall immediately notify the General Manager of the existence of any industrial dispute or of any resolution passed at a meeting of members of a sub-branch and which may give rise to an industrial dispute.
- 3.2 The General Manager, as the person responsible for the day-to-day running of the workplace, shall endeavour to resolve the matter in discussion with the sub-branch Executive or in the case of the Long Bay Correctional Complex with an official of the sub-branch and a local workplace delegate.
- 3.3 If any industrial dispute cannot be resolved at this level the matter shall be referred to next appropriate higher level of management who shall attempt to resolve the matter.
- 3.4 That manager shall advise the next most appropriate higher level of management immediately of any matter which is likely to lead to an industrial dispute or which affects the conditions of employment of Correctional Officers and which has not been resolved in the procedures in sub clause 3.2 and 3.3, who shall immediately seek to resolve the matter.
- 3.5 Where the procedures of sub clause 3.2, 3.3 and 3.4 do not lead to resolution of the industrial dispute, the State Executive shall be advised accordingly by the sub-branch Executive. The State Executive shall consider the matter promptly and, after discussion if necessary with the sub-branch Executive, shall refer the same to the Association.
- 3.6 The Association and CSNSW shall each immediately notify the other of any industrial dispute which is referred to either of them and shall take prompt steps seeking to resolve the dispute by consultation.
- 3.7 If the Association and CSNSW are unable to resolve the dispute it shall be immediately notified by one of the parties, pursuant to the *Industrial Relations Act 1996*, to be dealt with in accordance with the *Industrial Relations Act 1996*.

4. Procedure in State-Wide Issues

- 4.1 Any resolution of a sub-branch which is endorsed by the State Executive or any resolution of the management committee which may lead to an industrial dispute, shall be referred by the officials concerned to the Association which shall notify it to CSNSW. The Association and CSNSW shall take prompt steps seeking to settle the matter by consultation.
- 4.2 If the Association and CSNSW are unable to resolve the dispute it shall be immediately notified by one of the parties pursuant to the *Industrial Relations Act 1996* to be dealt with in accordance with the *Industrial Relations Act 1996*.

5. General Procedures

- 5.1 The agreed procedures shall not be taken as an acknowledgement that industrial action by Correctional Officers will be necessary or proper.
- 5.2 All sub-branch meetings shall be fully advertised with as much notice as possible. The General Manager shall be given proper and adequate notice of any sub-branch meeting which it is proposed to hold.
- 5.3 If a resolution be carried at any sub-branch meeting calling for or suggesting industrial action, the sub-branch Executive shall immediately notify the State Executive and the Association of the terms of the resolution and it shall not be implemented until all the agreed procedures have been completed.
- 5.4 At least 3 clear working days' notice shall be given by the State Executive to the Association and CSNSW of any intention or proposal for all or any members of the POVB to take industrial action.
- 5.5 No industrial action shall be taken until the agreed procedures have been completed or until a dispute notified pursuant to the *Industrial Relations Act 1996* has been heard and determined.
- 5.6 CSNSW maintains that as it has the responsibility for the direction, control and management of workplaces, it has the right itself or through its appropriate Executive Staff to make the necessary management decisions.
 - 5.6.1 Nevertheless CSNSW acknowledges the desirability of employees being consulted before the introduction of changes or innovations which will have a significant impact upon established work practices and procedures affecting Correctional Officers. It is accepted that the term significant impact is difficult to define and may convey different meanings to different people but it is intended to indicate changes which have a real and important as distinct from a minor or incidental effect on Correctional Officers.
 - 5.6.2 As a gesture of its good intentions and in recognition of the willingness of the Correctional Officers to agree not to resort to industrial action and of the declared intention of the Association and the Correctional Officers to adhere to these procedures, CSNSW undertakes that:
 - (a) the Association will be advised of any such changes or innovations which are to be introduced where they affect more than one workplace.
 - (b) the Sub-branch Executive will be advised by the General Manager of any such changes or innovations proposed within a workplace other than on a day-to-day basis.
 - 5.6.3 In the event of the Association or the POVB, or the sub-branch as the case may be, requesting consultation such consultation shall take place before the changes or innovations are made.
 - 5.6.4 If there is continuing disagreement between the Association and CSNSW with regard to any such proposed change or innovation notification of the dispute shall be given pursuant to the *Industrial Relations Act 1996*. The proposed change or innovation shall not be implemented by CSNSW until the matter has been referred to and dealt with by the Industrial Relations Commission.

- 5.6.5 There is no expectation that matters which are clearly within the prerogative of management will be decided by that Commission nor that it would substitute its view for that of management but it is anticipated that the Industrial Relations Commission could consider taking action where the issue clearly called for its involvement.
- 5.6.6 CSNSW reserves the right to implement a change before completion of the agreed procedures if there be special circumstances which make the postponement of the change unreasonable.
- 5.6.7 No party shall be prejudiced as to the final settlement by action in conformity with the agreed procedures.
- 5.7 While the agreed procedures are being pursued, work shall proceed without interruption and in accordance with the instructions of the General Manager.
- 5.8 Nothing in the agreed procedures is intended to limit the right of any party from at any stage referring the matter pursuant to the *Industrial Relations Act 1996*.

6. Safety and Security

- 6.1 The policy of the Association is that no officer shall be required to work in a position which is unsafe but it does not support any reliance upon a pretext of safety to justify a refusal of duty where no real personal risk is involved. Accordingly notwithstanding the agreed procedures the Association upholds the right of Correctional Officers to vary the procedures where the safety of officers genuinely arises.
- 6.2 The nature of the occupation of Correctional Officers is such that there is a constant risk of an attack upon a Correctional Officer by an inmate and CSNSW accepts its obligation to take proper precautions to ensure the safety at work of its officers. However, it claims the right ultimately to decide the arrangements which are appropriate for ensuring the safety of the officers and it regards the running of each workplace in the most efficient manner and the staffing of posts on a day-by-day basis to be the responsibility of the General Manager but consistent with CSNSW's policy that a "sight or sound" principle be observed in maximum security (A category) correctional centres. It is recognised that there will be genuine differences of opinion on questions of the safety of officers and the staffing of posts. A resolution of any of these differences is to be sought by a proper consideration of all aspects of the issue.
- 6.3 No officer shall leave an armed post or agreed security post unstaffed until relieved by another officer or by another person authorised by the General Manager who shall arrange such relief within the period which has previously been agreed with the sub-branch Executive.

SCHEDULE B

MEMORANDUM OF UNDERSTANDING FOR CORRECTIONAL OFFICERS, DEPARTMENT OF ATTORNEY GENERAL AND JUSTICE - CORRECTIVE SERVICES NSW

This Memorandum of Understanding:

- (i) Regulates the conditions of service of Correctional Officers, as defined in the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award, other than those conditions of service reflected in the aforementioned Award.
- (ii) Is complementary to the Award and covers issues excluded, in whole or part, from the Award, but that still pertain to certain aspects of conditions of employment.
- (iii) Reflects the agreed position between the Division Head or delegate and the General Secretary of the Public Service Association of NSW.
- (iv) Provides a framework for consultation between CSNSW and the Association to monitor progress on issues and changes.

Intent

The parties acknowledge that the Award and Memorandum of Understanding have been entered into on the basis of a shared commitment to the achievement of a progressive and professional correctional management within CSNSW. In this pursuit, the Award and Memorandum of Understanding consolidate existing conditions of service and introduce changes to some of the terms and conditions of service of Correctional Officers in order to increase productivity and flexibility and to enhance the professional development of these officers.

Key Initiatives of the Award and Memorandum of Understanding

The Award and the Memorandum of Understanding are based on the following key initiatives:

a continued commitment to Area and Case Management and the development of a professional correctional service;

to introduce an incidental allowance for Correctional Officers to compensate for additional responsibilities;

to provide appropriate training and career development opportunities for Correctional Officers;

introduction of cyclic rostering subject to a successful trial and subsequent agreement between the parties;

cessation of entitlement to rations;

contracting out of the purchasing function of the inmate buy ups;

to introduce a performance management system;

reduction in the number of positions as agreed by the parties;

restructuring of positions within Corrective Services Industries covered by this Award;

joint participation in the Custodial Workplace Committee (CWC) to undertake a review to promote work safety, staff welfare, mental and physical health promotion and support;

to encourage the orderly and amicable settling of differences;

to promote a workplace that is free from prejudice, discrimination and harassment.

The parties agree to the following provisions applying during the term of the Award or until varied by agreement between the parties:

1. Family Day

CSNSW agrees to continue to allow officers to attend, on one occasion per year, the family day arranged by CSNSW. Due to the requirement to maintain service to the correctional centres a family day is arranged twice a year. An officer's attendance at family day is at CSNSW's convenience.

2. Skills and Career Development

- (i) It is the aim of the parties that Correctional Officers shall be provided with the maximum opportunities for training and development such that they will form a highly skilled and committed workforce, enjoying maximum job satisfaction. An integral part of this process shall be consultation with the Association and individual officers. Correctional Officers recognise that their individual career development is a joint responsibility, shared between the officer and CSNSW.

- (ii) CSNSW agrees to set up a joint working party to review the training requirements of all Correctional Officers.
- (iii) Correctional Officers will move between tasks and functions within a correctional centre or work location and within their appointed rank in order to develop their skills and/or to apply such skills to meet the aims and objectives of CSNSW.
- (iv) Correctional Officers, by mutual agreement, will move between tasks and functions within their appointed rank in order to develop their skills and/or to apply such skills to meet the aims and objectives of CSNSW, provided that in moving these officers between tasks and functions CSNSW, the Association and POVB will have regard to the career development needs of individuals; the efficient organisation of work; and personal, family and geographic considerations.
- (v) Processes will be adopted to facilitate the skills enhancement and career development opportunities of Correctional Officers, whilst improving the effectiveness of CSNSW. Without limiting the development of further initiatives, the following processes shall be utilised:
 - temporary filling of vacant positions;
 - job rotation;
 - transfers;
 - secondment;
 - provision of training relevant to the needs of the individual and the requirements of CSNSW.
- (vi) Subclauses (i) - (v) do not replace the authority of the Division Head or their delegate to exercise discretion to invoke transfers in accordance with the movement of staff within and between public sector agencies provisions of the Public Sector Employment and Management Act 2002 to meet CSNSW staffing requirements.

3. Transfers

- (i) Requests for transfers on compassionate grounds are at the expense of the officer.
- (ii) Other requests for transfers will be in accordance with CSNSW Base Grade Prison Officer Transfer Policy.
- (iii) Transfers at the rank of Senior Correctional Officer will be by consultation between the parties.
- (iv) Subclauses (i)-(iii) do not replace the authority of the Division Head's or their delegate to exercise discretion to invoke transfers in accordance with the movement of staff within and between public sector agencies provisions of the Public Sector Employment and Management Act 2002 to meet CSNSW staffing requirements.

4. Consultative Mechanisms

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

5. Meal Allowances

Meal monies - generally

- (i) Correctional Officers are not entitled to payment of meal monies under Part 5 Division 3 Meal Allowances of the Public Sector Employment and Management (General) Regulation 1996 as clause 39 states:

"This Division does not apply to a person:

- (a) who is engaged in regular shift work, and
 - (b) who is entitled to an allowance of the kind referred to in this Division under a State industrial instrument or public service determination."
- (ii) Security Unit personnel, escort crews, Strategy To Eliminate Drugs (STED), Internal Investigations Unit (IIU) and Dog Unit personnel have areas of responsibility and when operating within those areas they are considered to be performing normal duties. They are required as part of their normal duties to travel to other locations and are supplied with a CSNSW vehicle to undertake the travel. In the case of the Dog Unit, they are supplied with a CSNSW vehicle to ensure that they are able to respond directly from their residences. However points (iii)-(vii) hereunder will also apply where appropriate.

Exceptions

Meal monies - Overtime

- (iii) An allowance at the rate equivalent to the Dinner rate for overtime under the Conditions Award is payable to officers working double shifts as per approval from the then Public Service Board in 1979.
- (iv) An allowance at the rate equivalent to the Breakfast rate for overtime under Conditions Award is payable to officers who are called for duty on overtime at least 1 hour before their rostered starting time and who are required to commence this overtime at or before 6.00 am.
- (v) An allowance at the rate equivalent to the Dinner rate for overtime under the Conditions Award is payable to officers who are required to work a minimum of 1½ hours overtime at the end of their rostered shift and such overtime continues beyond 6.00 pm as per approval from the then Public Service Board in 1980.

Inability to take a meal break between the 3rd and 5th hour - Transport Branch only

- (vi) An amount equivalent to the rate for Lunch money for overtime under the Conditions Award for "A" watch and Dinner money for "C" watch will be paid to those officers who are unable to take a twenty minute paid crib break away from the supervision of inmates between the third and fifth hour from the commencement of a shift.
- (vii) This allowance will be paid in lieu of overtime and will only occur in emergency or extreme circumstances as CSNSW is obliged to provide appropriate breaks in accordance with Work Health Safety requirements.

6. Operational Agreements

That the parties will develop an Operational Agreement or equivalent, at each correctional centre or each relevant workplace.

NOTE: The Memorandum of Understanding was made on 19 February 1998 and published with the Crown Employees (Prison Officers, Department of Corrective Services) Award on 5 March 1999 (308 IG 557).

C.G. STAFF *J*

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