

CROWN EMPLOYEES (EDUCATION EMPLOYEES DEPARTMENT OF ATTORNEY GENERAL AND JUSTICE - CORRECTIVE SERVICES NSW) AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Attorney General and Justice.

(No. IRC 1032 of 2013)

Before The Honourable Justice Staff

20 December 2013

AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

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Table 1 - Salaries

2. Definitions

- 2.1 "Act" means the Public Sector Employment and Management Act 2002, or any replacement Act.
- 2.2 "AEVTI" means the Adult Education and Vocational Training Institute, which is the registered provider of adult education and vocational training for inmates within Corrective Services NSW.
- 2.3 "Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied from time to time, or any replacement Award.
- 2.4 "Correctional Centre" means a centre administered by Corrective Services NSW to accommodate persons committed by a court of law.
- 2.5 "Correctional Education Officer" means an employee appointed as such and who is qualified as provided in sub clause 4.3 of this Award and who is required to undertake the duties specified in clause 12 of this Award.
- 2.6 "Corrective Services NSW (CSNSW)" means a division within the Department of Attorney General and Justice.
- 2.7 "Day Worker" means an employee, other than a shift worker, whose ordinary hours of work are from Monday to Friday with hours as specified for the particular classification.
- 2.8 "Division Head" means the Director General of the Department of Attorney General and Justice.
- 2.9 "Employee" means a member of staff as defined under section 3 of the Act.
- 2.10 "Federation" means the New South Wales Teachers Federation.
- 2.11 "Personnel Handbook" means the NSW Public Service Personnel Handbook, published by the Public Service Commission, or any replacement publication.
- 2.12 "Regulation" means the Public Sector Employment and Management Regulation 2009 or any replacement Regulation.
- 2.13 "Senior Correctional Education Officer" means an employee appointed as such and who is qualified as provided in sub clause 4.4 of this Award.
- 2.14 "Shift Worker" is a staff member who works outside the ordinary working hours of a Day Worker as defined in clause 3 of the Conditions Award.
- 2.15 "Teacher" means an employee appointed as such and who is qualified as provided in sub clause 4.2 of this Award and who is required to undertake duties as specified in clause 13 of this Award. A permanent part-time Teacher means a Teacher who is appointed under the Act for set and regular hours that are less than the full contract hours of this Award.
- 2.16 "Through care" means the philosophy and practice of CSNSW by which inmates are managed from the start of their sentence with a view to maximizing reintegration into the community and achieving a reduction in recidivism.

3. Conditions Fixed By Other Instruments of Employment

- 3.1 The following Awards as varied from time to time, or any replacement Awards, in so far as they fix conditions of employment applying to employees covered by this Award, which are not fixed by this Award, shall continue to apply :
 - 3.1.1 Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009
 - 3.1.2 Crown Employees (Transferred Employees Compensation) Award.

- 3.2 The provisions of CSNSW's Flexible Working Hours Agreement dated 3 November 1998, or any replacement Agreement, shall apply except where modified by this Award.
- 3.3 Except as expressly modified by this Award, and except where conditions are determined by the Awards and Agreement referred to in sub clauses 3.1 and 3.2 of this clause, the conditions of service of employees shall be determined by the provisions of the Act, the Regulation and the Personnel Handbook.

4. Qualifications

- 4.1 The following qualifications shall apply except where specific exception is approved by the Division Head or delegate and where detailed in clause 16, Recruitment - Exceptional Circumstances, of this Award.
- 4.2 Teachers - shall hold a:
 - 4.2.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
 - 4.2.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
 - 4.2.3 current certificate in training and assessment as determined by the National Skills Standards Council (NSSC) or replacement body and as required by the national VET Regulator, Australian Skills Quality Authority (ASQA) or replacement body, to meet the national standards for training organisations;

together with relevant related employment experience, as approved by the Division Head or delegate.
- 4.3 Correctional Education Officers - shall hold a:
 - 4.3.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
 - 4.3.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
 - 4.3.3 current certificate in training and assessment as determined by the National Skills Standards Council (NSSC) or replacement body and as required by the national VET Regulator, Australian Skills Quality Authority (ASQA) or replacement body, to meet the national standards for training organisations;

together with relevant related employment experience, as approved by the Division Head or delegate.
- 4.4 Senior Correctional Education Officers - shall hold a:
 - 4.4.1 Bachelors degree in Education from a recognised university; or
 - 4.4.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education; together with experience in adult education, as approved by the Division Head or delegate.

5. Salaries

- 5.1 Salaries for Senior Correctional Education Officers, Correctional Education Officers and Teachers are set out at Part B Monetary Rates Table 1 of this Award.
- 5.2 These rates continue to be inclusive of the previously paid environmental allowance.
- 5.3 Commencing salaries for all employees to a position under this Award shall be consistent with the relevant provisions of the Personnel Handbook.

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 6.1 The entitlement to salary package in accordance with this clause is available to:
 - 6.1.1 permanent full-time and part-time employees;
 - 6.1.2 temporary employees, subject to CSNSW's convenience; and
 - 6.1.3 casual employees, subject to CSNSW's convenience, and limited to salary sacrifice to superannuation in accordance with sub clause 6.7.
- 6.2 For the purposes of this clause:
 - 6.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 5. Salaries and Part B - Monetary Rates Table 1 of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - 6.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 6.3 By mutual agreement with the Secretary of the Treasury, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - 6.3.1 a benefit or benefits selected from those approved by the Secretary of the Treasury; and
 - 6.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Secretary of the Treasury for the benefit provided to or in respect of the employee in accordance with such agreement.
- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 6.5 The agreement shall be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with sub clause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Secretary of the Treasury at the time of signing the Salary Packaging Agreement.
- 6.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
 - 6.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - 6.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or

- 6.7.3 subject to CSNSW's agreement, paid into another complying superannuation fund.
- 6.8 Where the employee makes an election to salary sacrifice, CSNSW shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 6.9.1 Police Regulation (Superannuation) Act 1906;
- 6.9.2 Superannuation Act 1916;
- 6.9.3 State Authorities Superannuation Act 1987; or
- 6.9.4 State Authorities Non-contributory Superannuation Act 1987,
- CSNSW must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 6.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in sub clause 6.9 of this clause, CSNSW must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by CSNSW may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the employee makes an election to salary package:
- 6.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 6.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 5. Salaries and or Part B - Monetary Rates, Table 1 of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12. The Secretary of the Treasury may vary the range and type of benefits available from time to time following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13. The Secretary of the Treasury will determine from time to time the value of the benefits provided following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

7. Incremental Progression and Calculation of Service

- 7.1 Incremental progression and calculation of service shall be determined in accordance with the chapter dealing with Managing the Workplace of the Personnel Handbook, except where varied by clause 16 Recruitment - Exceptional Circumstances of this Award.

8. Working Hours

- 8.1 Ordinary hours of work shall be 35 hours per week, Monday to Friday.

- 8.2 An employee shall not be directed to work longer than five continuous hours without a meal break.
- 8.3 Senior Correctional Education Officers and Correctional Education Officers
- 8.3.1 The provisions of CSNSW's Flexible Working Hours Agreement dated 3 November 1998, or any replacement Agreement, shall apply to Senior Correctional Education Officers and Correctional Education Officers, including access to two days flexleave per flex period and five days banked hours.
- 8.3.2 The bandwidth shall be 7.30am - 9.00pm.
- 8.3.3 The core time shall be 10.00am - 3.00pm.
- 8.3.4 Flexible working hours including the taking of flexleave and banked hours shall remain at CSNSW's discretion, to be negotiated at the local level provided that the delivery of teaching programs is maintained.
- 8.4 Teachers
- 8.4.1 The standard attendance hours of full time Teachers shall be 35 hours per week, Monday to Friday inclusive, in recognition of the particular environment in CSNSW.
- 8.4.2 The daily span of working hours in correctional centres for Teachers shall be between 7.30am and 5.30pm on Monday to Friday, inclusive. Direct teaching activities and duties related to teaching worked by Teachers should, unless otherwise unavoidable or by agreement between a Teacher and the supervising Senior Correctional Education Officer, be continuous.
- 8.4.3 Teachers classified as Day Workers, who are directed to perform direct teaching activities between:
- (i) 5.30pm and 9.00pm Monday to Friday and who are required to teach two separate sessions during these hours or one session which commences later than 5.30pm; or
 - (ii) 7.30am and 9.00pm Saturday and who are required to teach two separate sessions during these hours;
- shall be paid at the rate of time and one quarter or may elect to take time in lieu which shall be calculated at the same rate as would have applied to the payment of teaching activities performed in terms of this clause.
- 8.4.4 Teachers shall not be entitled to flextime arrangements and shall be required to attend for rostered direct teaching activities as required by the Senior Correctional Education Officer.
- 8.4.5 The hours of attendance for duties related to teaching may be arranged by Teachers in consultation with the Senior Correctional Education Officer provided the requirements of CSNSW are met at all times. This will facilitate flexible start and finish times for Teachers.

9. Shift Work

- 9.1 Senior Correctional Education Officers, Correctional Education Officers and Teachers, who because of operational requirements are classified as Shift Workers shall be paid a shift allowance of 15 per cent where rostered to work Monday to Friday outside the ordinary working hours of a Day Worker.
- 9.2 Shift workers 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:
- 9.2.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.

- 9.2.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three-quarter time extra.
- 9.2.3 When rostered off on a public holiday - an additional day's pay.
- 9.2.4 For ordinary rostered time worked on a public holiday - additional payment at the rate of time and a half extra.
- 9.2.5 Recreation leave at the rate of four weeks a year, that is, 20 working days plus eight rest days.
- 9.2.6 Additional leave 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 to 30 November the next year.

	Additional Leave
4 -10	1 additional day's leave
11 -17	2 additional days' leave
18 - 24	3 additional days' leave
25 - 31	4 additional days' leave
32 or more	5 additional days' leave

10. Recreation Leave

- 10.1 Recreation leave for Day Workers shall be granted and administered as follows:
 - 10.1.1 in accordance with the provisions of the Regulation, the Conditions Award and the Personnel Handbook.
 - 10.1.2 At least two consecutive weeks of recreation leave shall be taken by employees every twelve months as described in the Conditions Award.

11. Non Attendance Time

- 11.1 Correctional Education Officers
 - 11.1.1 In return for undertaking a maximum of 400 hours per annum of direct teaching activities, as provided at sub clause 12.4, all Correctional Education Officers shall receive 10 working days non attendance time.
- 11.2 Teachers
 - 11.2.1 In return for the hours as described in clause 13 of this Award, Teachers shall be entitled to 7 weeks of agreed non attendance time if employed for a full calendar year.
 - 11.2.2 Where a Teacher commences or ceases employment part way through a calendar year, the entitlement to non attendance time shall be calculated on a pro rata basis.
 - 11.2.3 The pro rata calculation mentioned in sub clause 11.2.2 shall be as negotiated and agreed between CSNSW and Federation.
 - 11.2.4 Where public holidays fall during a period of non attendance time, those days shall be counted as non attendance time.
- 11.3 For Correctional Education Officers and Teachers, non attendance time shall be taken at CSNSW's convenience.
- 11.4 For Correctional Education Officers and Teachers, non attendance time shall be non accumulative.

- 11.5 For Correctional Education Officers and Teachers, may be required to attend some staff development activities during non attendance time.
- 11.6 An annual calendar detailing the dates for non attendance time to be taken shall be developed by the Senior Correctional Education Officer in consultation with senior management of the Correctional Centre and education employees, for approval by the Division Head or delegate.

12. Duties of Correctional Education Officers

- 12.1 Subject to sub clauses 12.2 and 12.3 of this Award and following consultation with the supervising Senior Correctional Education Officer, Correctional Education Officers shall be required to undertake:
- 12.1.1 Direct teaching activities for up to 10 hours per week; and
- 12.1.2 Duties related to teaching and through care initiatives as specified at sub clause 12.4, will be undertaken for the balance of hours consistent with the provisions of CSNSW's Flexible Working Hours Agreement, or any replacement Agreement, with the ordinary hours of duty for the week being 35 hours.
- 12.2 To accommodate the educational delivery needs of a correctional centre, the direct teaching activities may be varied by plus or minus 5 hours in any one week.
- 12.3 There may be a need from time to time for a Correctional Education Officer not to undertake any direct teaching activities for a specified period of time (as determined by CSNSW) in order to meet the needs of the correctional centre. In these circumstances:
- 12.3.1 Duties related to teaching/through care initiatives as provided by sub clause 12.4 shall be substituted for direct teaching activities; and
- 12.3.2 Non attendance time as provided for in clause 11 of this Award, shall continue to apply as if direct teaching activities were being undertaken.
- 12.4 Direct teaching activities and duties related to teaching/through care initiatives to be undertaken by Correctional Education Officers shall be as specified in the following table:

Direct Teaching Activities Correctional Education Officer	Duties Related to Teaching/Through Care Initiatives
Face-to-face teaching in any environment or setting, including but not limited to: - classrooms - workshops - industry - in the field Application of assessment and diagnostic instruments for inmates. Vocational assessment and counselling. Tutorial support for distance education enrolments and individual learners with difficulties.	Duties related to teaching, including but not limited to: -preparation, for example, of course outlines and lesson plans -marking -support and advice to inmates -motivational interactions with inmates -enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets -attendance at staff meetings -attendance at case management meetings -attendance at moderation meetings -participation in case planning and case management activities -leading approved staff development activities -engaging in approved staff development

<p>Workplace training & assessment including Core Skills Assessment</p>	<p>activities research -recognition of prior learning processes -selection and purchase of resources -maintenance of inmate libraries in liaison with the Manager Library Services -course, curriculum and materials development and review -course co-ordination as specified in curriculum documents -end of course evaluation -entering student data on DCS systems</p> <p>Duties related to facilitation of CSNSW's through care initiatives linking internal and external stakeholders, including but not limited to: -industry and community liaison and promotion -co-ordination of traineeships and workplace training programs -workplace consultancy and advisory services -work placement co-ordination, supervision and pre and post release planning -inmate selection for education & vocational training programs & other program readiness -development of education case plan (includes CSNSW's Education Profile Interviews) -review of education plans</p>
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12.5 The specific range of duties as described in the table at sub clause 12.4 of this Award to be undertaken by a Correctional Education Officer must meet the needs of the particular correctional centre. Duties required of a Correctional Education Officer shall be planned following consultation between the Correctional Education Officer and the supervising Senior Correctional Education Officer.

13. Duties of Teachers

13.1 Teachers shall be required to undertake direct teaching activities for 20 hours per week and duties related to teaching for 15 hours per week as provided by sub clause 13.2 of this Award.

13.2 Direct teaching activities and duties related to teaching for Teachers shall be as specified in the following table:

Direct Teaching Activities Teacher	Duties Related to Teaching
<p>Face-to-face teaching in any environment or setting, including but not limited to:</p> <ul style="list-style-type: none"> -classrooms -workshops -industry -in the field <p>Application of assessment and diagnostic instruments for</p>	<p>Duties related to teaching, including but not limited to:</p> <ul style="list-style-type: none"> -preparation, for example, of course outlines and lesson plans -marking -support and advice to inmates -motivational interactions with inmates -enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets -attendance at staff meetings -attendance at case management team

inmates.	meetings
Vocational assessment and counselling.	-attendance at moderation meetings -participation in case planning and case management activities
Tutorial support for distance education enrolments and individual learners with difficulties.	-course, curriculum and materials development and review -development of learning materials
Workplace training & assessment including Core Skills Assessment.	-research -recognition of prior learning processes -engaging in approved staff development activities -leading approved staff development activities -inmate selection for education & vocational training programs & other program readiness -development of education case plan (includes CSNSW's Education Profile Interviews) -review of education plans -end of course evaluation -entering student data on DCS systems

- 13.3 The parties agree that the duties undertaken by Teachers shall support the work of Correctional Education Officers in relation to through care outcomes.
- 13.4 The specific range of duties as described in the table at sub clause 13.2 of this Award to be undertaken by a Teacher must meet the needs of the particular correctional centre. Duties required of a Teacher shall be planned following consultation between the Teacher and the supervising Senior Correctional Education Officer.
- 13.5 From time to time a Teacher's Direct Teaching Activities i.e. teaching hours, may be lost due to restricted correctional centre routines and other centre activities. In order to maintain a reasonable level of teaching hours:
- 13.5.1 There may be occasions where teaching hours previously lost may be made up during the following six week period, and
- 13.5.2 A Teacher may be required by the supervising Senior Correctional Education Officer to make up a maximum of 5 hours over a period of one week such that the number of teaching hours taught by that Teacher shall not exceed 6 hours in any one day and 25 hours in any one week.
- 13.5.3 These hours may only be made up on the days a Teacher is usually engaged to work and shall replace the hours usually spent on Duties Related to Teaching.

14. Leave Entitlements

- 14.1 Sick leave, maternity leave, parental leave, adoption leave, family and community service leave, and all other leave except for extended leave shall be granted and administered to employees in accordance with the provisions of the Act, the Regulation, the Conditions Award and the Personnel Handbook.
- 14.2 Extended leave entitlements shall be granted and administered to employees in accordance with Schedule 3 of the Act and the Personnel Handbook.

15. Part-Time Work

- 15.1 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 employees.

- 15.2 Part-time arrangements must be acceptable to both CSNSW and the employee 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, or any replacement Policy and/or Guidelines, including the requirement that entitlements are generally on a pro-rata basis.

16. Recruitment - Exceptional Circumstances

- 16.1 Exceptional circumstances shall be advertised as such and shall be limited to Teacher and/or Correctional Education Officer positions in rural locations that have been previously widely advertised with a resultant field of applicants who meet all selection criteria except for teaching qualifications. The applicant must hold qualifications in the core subject area of the advertised position and may have already commenced a course of study or have extensive employment related experience.
- 16.2 The decision, as to whether an exceptional circumstance exists, rests with the Division Head or delegate following consultation with local management.
- 16.3 In exceptional circumstances only, applicants for newly advertised positions who do not possess the required teaching qualifications shall not be excluded from the selection process (subject to sub clause 16.1 and 16.2 being met), and may be appointed on probation subject to the following provisions:
- 16.3.1 The employee shall remain on step one and shall not progress until evidence that the qualification has been completed is provided to CSNSW.
- 16.3.2 The employee shall commence and complete a course of study agreed to by the employee and the Division Head or delegate with no cost or burden to CSNSW.
- 16.3.3 Employees who have not commenced or completed their agreed course of study within the agreed and accepted timeframe shall have their circumstances reviewed by the Division Head or delegate and a representative of Federation. Where:
- (i) Special circumstances exist, an extension of time shall be granted to commence or complete the course of study and the probationary period is extended for 12 months (the probationary period may be extended for up to 2 years with extensions beyond 2 years at the discretion of the Division Head or delegate);
 - (ii) No special circumstances exist, the employee's appointment shall be annulled.
- 16.3.4 Employees who have not commenced or completed the agreed course of study shall not have their appointment confirmed.
- 16.3.5 Once the required qualifications are gained the employee's salary entitlements shall be adjusted to the appropriate step commensurate to the qualifications gained including years of relevant experience and adjusted at the date at which those qualifications were attained.

17. Professional Development

- 17.1 CSNSW is committed to the development of highly skilled, motivated and professional employees.
- 17.2 Access to professional development opportunities shall be based on the:
- 17.2.1 CSNSW's needs; and
- 17.2.2 Needs of individual employees as determined in consultation with their supervisors both at the local level and with the Division Head or delegate.
- 17.3 Subject to sub clause 17.2 of this Award, the professional development of Senior Correctional Education Officers, Correctional Education Officers and Teachers shall be provided by:

- 17.3.1 Access to relevant courses provided by the Corrective Services Academy; and
 - 17.3.2 Provision for study assistance as described in the Personnel Handbook; and
 - 17.3.3 Access to retraining across disciplines in accordance with the needs of CSNSW to facilitate multi-skilling and career path development.
- 17.4 Senior Correctional Education Officers, Correctional Education Officers and Teachers are encouraged to share their professional development experiences with other Senior Correctional Education Officers, Correctional Education Officers and Teachers.

18. Education Quality

- 18.1 In line with CSNSW's commitment to reducing re-offending, AEVTI is committed to providing adult education and vocational training programs to inmates and to identified disadvantaged groups within the inmate population.
- 18.2 AEVTI is committed to maintaining its status as a Registered Training Organisation by complying with appropriate Vocational Education Training Accreditation Board requirements including Australian Quality Training Framework Standards.
- 18.3 The provision of educational programs shall be in the form of nationally accredited curricula and delivery and assessment equivalent to that available in the community. Standards of delivery and assessment will be maintained by the employment of professional educators.
- 18.4 Education programs aim to contribute to the good order of correctional centres and to the overall wellbeing of inmates.
- 18.5 Education programs aim to assist inmates to develop knowledge, skills and aptitudes to improve their prospects for post release reintegration into the wider community.
- 18.6 These programs will include classroom subjects, vocational education, creative and cultural activities, social education and library facilities.

19. Consultation

- 19.1 The parties agree to consult on any matter relating to the introduction of major, system wide, educational initiatives by CSNSW.
- 19.2 A consultative committee shall be established for this purpose.

20. Anti-Discrimination

- 20.1 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.
- 20.2 It follows that in fulfilling their obligations under the dispute resolution procedures 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.
- 20.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 20.4 Nothing in this clause is to be taken to affect:

- 20.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 20.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 20.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- 20.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 20.5 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.
- 20.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 20.5.2 Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in the 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."

21. Harassment Free Workplace

- 21.1 CSNSW is committed to ensuring that employees 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.
- 21.2 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age shall not be condoned by CSNSW or the Federation.
- 21.3 Senior Correctional Education Officers shall exercise their best endeavours to 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.
- 21.4 All employees are required to refrain from perpetuating, or being party to, any form of harassment.
- 21.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation.

22. Deduction of Federation Membership Fees

- 22.1 The Federation shall provide CSNSW with a schedule setting out Federation's fortnightly membership fees payable by members of the Federation in accordance with Federation's rules.
- 22.2 The Federation shall advise CSNSW of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Federation fortnightly membership fees payable shall be provided to CSNSW at least four weeks in advance of the variation taking effect.
- 22.3 Subject to sub clauses 22.1 and 22.2 above, CSNSW shall deduct Federation's fortnightly membership fees from the pay of any employee who is a member of Federation in accordance with the Federation's rules, provided that the employee has authorised CSNSW to make such deductions.
- 22.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Federation together with all necessary information to enable the Federation to reconcile and credit subscriptions to employees' membership accounts.

- 22.5 Unless other arrangements are agreed to by CSNSW and Federation, all membership fees shall be deducted on a fortnightly basis.
- 22.6 Where an employee has already authorised the deduction of membership fees from his/her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

23. Dispute Resolution Procedures

- 23.1 Subject to the provisions of the Industrial Relations Act 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:
- 23.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Federation workplace representative shall raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 23.1.2 The supervisor shall discuss the matter with the employee and/or Federation representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 23.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Federation may raise the matter with an appropriate officer of CSNSW with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 23.1.4 Where the procedures in sub clause 23.1.3 do not lead to resolution of the dispute, question or difficulty, the matter shall be referred to the Division Head or delegate and the General Secretary of the Federation. They or their nominees shall discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 23.1.5 Should the above procedure not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.
- 23.1.6 While the dispute resolution procedure is being followed, the status quo shall remain unless an occupational health and safety issue precludes such work. The status quo is the situation which prevailed before the cause of the dispute.

24. Duties as Directed

- 24.1 CSNSW may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award and provided that such duties are not designed to promote deskilling.
- 24.2 CSNSW 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.

25. No Further Claims

- 25.1 Except as provided by the Industrial Relations Act 1996, prior to 31 December 2014, there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award.

26. Area, Incidence and Duration

- 26.1 This Award shall apply to all employees as defined in clause 2, Definitions of this Award.

26.2 This Award rescinds and replaces the Crown Employees (Education Employees Department of Attorney General and Justice - Corrective Services NSW) Reviewed Award 2012 published 27 July 2012 (373 I.G. 29).

26.3 This Award shall commence on 1 January 2014 and remain in force until 31 December 2014.

PART B

MONETARY RATES

Table 1 - Salaries

	2.27% from the first pay period commencing on or after 1 January 2014 \$
Teacher and Correctional Education Officer	
Step 1	77,364
Step 2	79,547
Step 3	82,653
Step 4	86,728
Senior Correctional Education Officer	
Step 1	98,536
Step 2	101,582

C.G. STAFF J

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