CROWN EMPLOYEES (SENIOR ASSISTANT SUPERINTENDENTS AND ASSISTANT SUPERINTENDENTS, DEPARTMENT OF JUSTICE - CORRECTIVE SERVICES NSW) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007080)

Before Commissioner Stanton 2 August 2016

REVIEWED AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

1. Arrangement
2. Title
3. Definitions
4. Conditions Fixed by other Instruments of Employment
5. Principles of Understanding
6. Hours of Work
7. Public Holidays
8. Rostered Day Off
9. Additional Hours
10. Ranking Structure
11. Annualised Salary Package and Allowances
12. Leave Entitlements
13. Recreation Leave
14. Annual Leave Loading
15. Higher Duties
16. Performance Agreement
17. Permanent Part-time
18. Professional Conduct
19. Equality of Employment and Elimination of Discrimination
20. Harassment Free Workplace
21. Anti-Discrimination
22. Work Health and Safety
23. Flexible Working and Operational Arrangements
24. Deduction of Association Membership Fees
25. Grievance and Dispute Resolution Procedures
26. No Further Claims
27. Savings of Rights
28. Area, Incidence and Duration

PART B

Schedule 1 - Annualised Salary Package
Schedule 2 - Other Allowances

2. Title

This Award shall be known as the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Justice - Corrective Services NSW) Award 2009 .

3. Definitions

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

"Act" means the Government Sector Employment Act 2013

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

"Assistant Superintendent" means a commissioned officer occupying a role at the rank of Assistant Superintendent.

"Award" means this Award.

"Division Head" means the Secretary of the Department of Justice as listed in Column 2 of Schedule 1 of the Act.

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

"Corrective Services NSW (CSNSW)" means a division within the Department of Justice, as specified in Schedule 1 of the Act.

"General Manager" means a commissioned officer occupying a role at the rank of General Manager in charge of Correctional Centres or other positions so designated by the Division Head or delegate.

"Manager Business Unit" means a commissioned officer occupying a role of Manager Business Unit within Corrective Services Industries.

"Manager Centre Services and Employment" means a commissioned officer occupying a role of Manager Centre Services and Employment within Corrective Services Industries.

"Manager of Industries Levels 1 and 2" means a commissioned officer occupying a role of Manager of Industries Level 1 or Level 2 within Corrective Services Industries.

"Manager Security" means a commissioned officer occupying a role of Manager Security.

"Officer" means and includes all persons (as defined by the Act), permanently or temporarily appointed to a role within CSNSW pursuant to the provisions of the Act, of: Senior Assistant Superintendent, Assistant Superintendent, Manager of Industries Levels 1 and 2, Manager Centre Services and Employment, Manager Business Unit, Regional Business Manager and Operations Manager and who are occupying one of the role covered by this Award at its operative date, or are appointed to or employed in one of these positions after that date.

"Operations Manager" means a commissioned officer occupying a role of Operations Manager within Corrective Services Industries.

"Permanent Part-time Officer" means an officer who is engaged under the Act for set and regular hours that are less than the full 38 hour week contained in this Award.

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

"Regional Business Manager" means a commissioned officer occupying a role of Regional Business Manager within Corrective Services Industries.

"Regulation" means Government Sector Employment Regulation 2013"Senior Assistant Superintendent" means a commissioned officer occupying a role at the rank of Senior Assistant Superintendent.

4. Conditions Fixed By Other Instruments of Employment

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

4.1.1 Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

4.1.2 Crown Employees (Transferred Employees Compensation) Award. or its replacement.

4.2 Except as expressly provided by this Award, and except where conditions are covered by the Awards referred to in subclause 4.1 of this clause, the conditions of employment for officers shall be determined by the provisions of the Act, the Regulation and the Personnel Handbook.

5. Principles of Understanding

5.1 The parties acknowledge that the former Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2005, published 10 March 2006 (357 I.G. 1068) was entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices and the initiatives contained in the "Way Forward" Reform package. In meeting this commitment, the Award provides the terms and conditions of employment for officers which are aimed at increasing productivity and flexibility in the conduct of the Department’s operations.

5.2 The parties agreed to the introduction of an annualised salary package which includes all incidents of employment except as otherwise expressly contained in this Award.

5.3 The parties agreed to implement changes to rostering practices and procedures through the promulgation of a twelve week roster comprising three roster cycles, with the preparation of rosters to be undertaken by the Operations Scheduling Unit under the control of the Division Head or delegate.

5.4 The parties acknowledge that the changes to rostering practices and the annualisation of salaries are not intended to disadvantage officers engaged under this Award.

6. Hours of Work

6.1 The ordinary full time hours of work for officers on a 5 day working arrangement employed under this Award shall be an average of 38 hours per week, to be worked Monday to Friday inclusive. In exceptional circumstances work can be undertaken outside of Monday to Friday by agreement with the officer and his/her supervisor.

6.2 The ordinary full time hours of work for officers on a 7 day or 5 of 7 day working arrangement employed under this Award shall be an average of 38 hours per week over a 28 day period, to be worked Monday to Sunday inclusive.

6.3 Weekend work for 7 day and 5 of 7 day workers shall be equitably distributed over a 12 month period and displayed on the 28 day roster. Such 5 of 7 or 7 day workers shall not be rostered for work for more than an average of 2 weekends per 19 day roster period worked.

6.4 Officers shall have the opportunity to swap shifts as agreed by their Manager Security or officer in charge.

6.5 Officers may, with the approval of the Operations Scheduling Unit, request to vary the 12 week roster as promulgated, in liaison with the Manager Security of the Correctional Centre.

7. Public Holidays

7.1 Officers engaged under this Award and who regularly perform rostered duty on Sundays and Public Holidays shall receive the following compensation and are subject to the following conditions:

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

7.3 When rostered on a public holiday and work performed - no additional payment.

7.4 Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of twelve(12) months from 1st December one year to 30th November the next year.	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	One week's ordinary salary

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

7.5.1 Where 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 subclause 7.4 of this clause from the preceding 1st December until the date of termination, resignation or retirement.

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

7.6 Officers who are directed to work on the Public Service Holiday as determined by the Division Head within the Christmas/New Year period are, in lieu of work on this day, entitled to be absent from duty on one of the two days preceding the New Years Day Public Holiday.

8. Rostered Day Off

8.1 The hours of work prescribed in subclauses 6.1 and 6.2 of clause 6, Hours of Work shall be worked on the basis of one rostered day off per month 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 8.3 and 8.4 of this clause.

8.2 An officer's rostered day off shall be determined by CSNSW having regard to the needs of the establishment or sections thereof. Where practicable, a rostered day off shall be consecutive with other days off. The rostered day off shall be shown as a crossed day off on the roster.

8.3 Once set, the rostered day off may not be changed in a current 28 day roster cycle without agreement between the officer and his/her supervisor. When the rostered day off is changed by mutual 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.

8.4 The maximum number of rostered days off prescribed in subclause 8.1 of this clause shall be 12 days per annum. There shall be no accrual towards a rostered day off during the first four weeks of recreation leave.

8.5 All other paid leave shall contribute towards the accrual of a rostered day off except where paid workers compensation and extended leave are 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.

8.6 As an alternative to the provisions contained in the above subclauses, officers may elect to receive:

8.6.1 payment in lieu of rostered days off; and/or

8.6.2 payment in lieu of recreation leave accrued above 4 weeks per annum up to a maximum of 10 days on an annual basis. Officers entitled to make this election must be 5 of 7 or 7 day workers.

This additional payment shall be made on the first pay period after 1st December each year.

9. Additional Hours

9.1 No payment for additional hours to the ordinary hours of work shall be paid to officers under this Award. The only exception is in cases of emergency.

9.2 Officers who are authorised by the General Manager for operational purposes to remain on duty for a period in excess of 15 minutes beyond a standard 8 hour shift shall be entitled to time off in lieu on the basis of an hour off for each additional hour worked as outlined in the Procedures for the Management of Time Off in Lieu, Senior Assistant Superintendents and Assistant Superintendents issued 24 January 2006.

9.3 Time off in lieu shall be granted at a mutually agreeable time between the officer and the General Manager, but must account for the operational needs of the workplace and shall be taken within 28 days of the date such additional hours are performed.

9.4 Should it not be possible for this time off in lieu referred to in subclause 9.3 of this clause to be granted within 28 days of the date the additional hours are performed, time off in lieu shall be taken within a further 28 day period.

9.5 Should it not be possible for the time off in lieu to be taken within the time frames nominated in subclauses 9.3 and 9.4 of this clause, such time shall be paid at the rate of single time for all hours worked.

9.6 The Manager Security is responsible to the General Manager to ensure that all time off in lieu is administered in accordance with subclauses 9.3 to 9.5 of this clause and with the Procedures referred to in subclause 9.2 of this clause.

9.7 Officers who are recalled to duty on account of an emergency shall be entitled to the payment of overtime for all time worked. A minimum of 3 hours shall be paid for each recall to duty on account of an emergency.

9.8 Work undertaken on account of an emergency outside of ordinary hours of work shall be compensated at the rate of time and one-half for the first two hours and at the rate of double time thereafter, Monday to Saturday inclusive; at the rate of double time on Sunday; and at the rate of double time and one-half on a public holiday. The rate of payment for this work shall be the maximum rate for Clerk, Grade 8 plus $1.

9.9 For the purposes of this Award, emergency situations include but are not limited to situations such as: riot, death in custody, fire or hostage. Hours worked in relation to any such incidents must be submitted for the approval of the officer's Manager Security or General Manager.

9.10 The annualised salary payable under this Award recognises that additional work time may be involved in briefing incoming officers at the time of shift handover. There shall be no additional payment for this work time.

10. Ranking Structure

10.1 The following ranking structure shall apply:

Senior Assistant Superintendent (commissioned officer)

Assistant Superintendent (commissioned officer)

Operations Manager (commissioned officer)

Manager of Industries Levels 1 and 2 (commissioned officer)

Manager Centre Services and Employment (commissioned officer)

Manager Business Unit (commissioned officer)

10.2 The Division Head or delegate reserves the right to transfer officers in accordance with the Movement of Staff within and between Public Sector Agencies provisions of the Act, if such action is considered to be in the best interests of CSNSW.

10.3 Wherever possible transfers between locations or positions covered by this Award will be agreed between the officer and the Division Head or delegate.. Such agreement does not apply to transfers which are directed as a result of disciplinary or performance issues or where there is a rotation between positions at the same rank in the same Correctional Centre or Correctional Complex as defined in the *Crimes (Administration of Sentences) Act* 1999. Nothing in this subclause diminishes the right of the Division Head or delegate to direct transfers in accordance with the Act.

11. Annualised Salary Package and Allowances

11.1 The annualised salaries payable in this Award are as shown in Part B, Schedule 1, and shall include all incidents of employment, including an Incidental Allowance, except as otherwise expressly contained in this Award.

11.2 Hosiery Allowance: An allowance shall be paid to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Part B, Schedule 2, Other Allowances.

11.3 Meal Allowances: Officers covered by this Award are not entitled to meal allowances except when work is being performed in accordance with the provisions of subclauses 9.6 to 9.8 of clause 9, Additional Hours of this award. In such circumstances, a meal allowance will be paid in accordance with Item 19 of Table 1 - Allowances of Part B Monetary rates of the Conditions Award as follows:

11.3.1 The rate equivalent to the Dinner rate when working a double shift;

11.3.2 The rate equivalent to the Breakfast rate when called in one hour prior to the rostered shift start time and this work commences prior to 6.00am;

11.3.3 The rate equivalent to the Dinner rate when work continues a minimum of 1½ hours beyond the rostered finish time and continues beyond 6.00 pm.

11.3.4 Actual expenses for meals when travelling on official business may be claimed in accordance with the meal expenses for one-day journeys and travelling compensation provisions of the Conditions Award.

11.4 Salary Packaging, including Salary Sacrifice: An employee may elect, subject to the agreement of CSNSW, to enter into a Salary Packaging Arrangement in accordance with the provisions of the salary packaging provisions of the Crown Employees (Public Sector - Salaries 2008) Award, or any variation or replacement award.

12. Leave Entitlements

12.1 All leave (sick, recreation etc.) except for extended leave shall be granted and administered in accordance with the relevant provisions of the Conditions Award.

12.2 Extended leave entitlements shall be granted and administered in accordance with Division 3 of the Regulations .

12.3 All leave will be debited in actual time, replacing the system of debiting multiplies of 1/4 days.

13. Recreation Leave

13.1 Officers under this Award engaged as 5 day workers, Monday to Friday, shall be entitled to recreation leave in accordance with the provisions of the Recreation Leave clause of the Conditions Award that is, four weeks paid leave for each completed year of service.

13.2 Officers under this Award engaged as 5 of 7 or 7 day workers and who are regularly required to perform rostered duty on Sundays and Public Holidays shall receive, in addition to four weeks recreation leave in subclause 12.1 of this clause, an additional two weeks recreation leave.

13.3 Limits on accumulation and direction to take recreation leave shall be in accordance with the Recreation Leave clause of the Conditions Award.

13.4 At least two consecutive weeks of recreation leave shall be taken every 12 months, as specified by in the Recreation Leave clause of the Conditions Award except by written agreement with the Division Head or delegate in special circumstances.

13.5 Permanent part-time officers shall be entitled to pro rata recreation leave calculated in accordance with the proportion of full time officers' hours they work.

14. Annual Leave Loading

14.1 Annual Leave loading payable to officers under this Award shall be paid in accordance with the provisions of the Annual Leave Loading clause of the Conditions Award.

15. Allowance for Temporary Assignment

15.1 Subject to this clause, an officer who is required to perform duties in a higher role covered by this Award from time to time (provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higherrole) shall 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.

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

15.3 A Senior Assistant Superintendent or Assistant Superintendent who is required to perform duties and exercise delegations of a higher role under the Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Justice - Corrective Services NSW) Award 2009 shall be paid a higher duties allowance to the higher role on a daily basis when such work is performed.

16. Performance Agreement

16.1 All officers shall enter into a performance agreement with CSNSW.

16.2 Performance agreements will be reviewed every 12 months by the General Manager. Officers who have not met the targets in a performance agreement shall be counselled by the General Manager with the aim of developing a detailed developmental program to enable the officer to satisfactorily participate in planning of workplace performance and self-development. An appeal may be made to the Division Head or delegate should an officer disagree with a review.

16.3 The parties recognise that the Division Head or delegate, as part of a developmental program, may transfer an officer. The purpose of such a transfer is to assist an officer in his or her work performance and self-development and shall be arranged in consultation with the officer.

17. Permanent Part-Time

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

17.2 Part-time work arrangements shall 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 issues by the then Public Employment Office in October 1995.

18. Professional Conduct

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

18.2 Conduct of duties: Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability by complying with CSNSW's Guide to Conduct and Ethics in the performance of their duties. All officers shall be professional in their conduct with the public, other staff and inmates.

18.3 Dress Policy: Officers shall comply with the requirements of CSNSW's Dress Policy, shall ensure their dress and grooming is of the highest standard and shall wear and display CSNSW name tags. Officers are responsible for ensuring that all staff under their supervision comply with CSNSW's Dress Policy.

18.4 Case Management: Officers shall have a thorough knowledge of and practice of the management of Case Management Principles, as defined by departmental policy and procedures, and shall diligently perform the duties required to implement them. All officers shall participate in the oversight and implementation of Case Management.

19. Equality of Employment and Elimination of Discrimination

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

20. Harassment Free Workplace

20.1 CSNSW is committed to ensuring that officers work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.

20.2 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.

20.3 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 Association.

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

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

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

21. Anti-Discrimination

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

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

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

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

21.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;

21.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

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

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

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

22. Work Health and Safety

22.1 At all times officers shall comply with the *Work Health and Safety Act* 2011 and Regulation.

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

22.2.1 Implementation of appropriate health and safety procedures;

22.2.2 Appropriate management and risk assessment practices;

22.2.3 The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare;

22.2.4 Management and officer participation on Health and Safety Committees.

22.3 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the *Work Health and Safety Act* 2011 and Regulations.

23. Flexible Working and Operational Arrangements

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

23.2 Community Consultative Committee: A Community Consultative Committee shall be established at each correctional centre. This committee shall meet on a regular basis and shall comprise representatives from all appropriate groups.

23.3 Local Management Board: A Local Management Board shall be established at each correctional centre covered by this Award to provide advice regarding the operation and routines of each correctional centre. Elected representatives of the Vocational Branches of the Association, including the Commissioned Officers Vocational Branch where represented, and representatives from Community Offender Services shall be allocated positions on Local Management Boards.

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

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

24. Deduction of Association Membership Fees

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

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

24.3 Subject to subclauses 24.1 and 24.2 of this clause, CSNSW shall deduct the Association's fortnightly membership fees from the salary of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised CSNSW to make such deduction.

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

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

25. Grievance and Dispute Resolution Procedures

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

25.2 Grievances shall be handled in accordance with CSNSW's Grievance Management Policy and Guidelines. A grievance may be defined as:

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

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

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

(c) unfair allocation of development opportunities; or
(d) lack of communication of work-related information; or

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

25.3 Where a matter does not fall within the definition of a grievance it shall be regarded as a dispute. A dispute may be defined as:

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

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

25.5 A dispute shall be dealt with in accordance with the following procedures:

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

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

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

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

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

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

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

26. No Further Claims

26.1

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

27. Savings of Rights

27.1. Should there be a variation to the Crown Employees (Public Sector Salaries – 2016) Award, or to an award replacing it, during the term of this award, by way of a general salary increase, this Award shall be varied to give effect to any such increase.

28. Area, Incidence and Duration

29.1 This Award shall apply to all officers as defined in clause 10, Ranking Structure of this Award.

29.2 This award is made following a review under Section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Attorney General and Justice - Corrective Services NSW) Award 2009

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 2 August 2016.

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

29.3 Changes made to this award subsequent to it first being published on 28 August 2009 (368 I.G. 1508) have been incorporated into this award as part of the review.

PART B

Schedule 1 - Annualised Salary Package

1.1 Remuneration: Commissioned Correctional Officers

Title	Annualised Salary from the first full pay period on or after 1 July 2016 $
Senior Assistant Superintendent 7 day or any 5/7 days	120,130
Assistant Superintendent 7 day or any 5/7 days	112,447
Senior Assistant Superintendent 5 day	113,558
Assistant Superintendent 5 day	105,873

1.2 Remuneration: Commissioned Industries Officers

Title	Annualised Salary first full pay period on or after 1 July 2016 $	
Regional Business	Yr 1	127,575
Manager 5 day	Yr 2	130,853
	Yr 3	136,470
	Yr 4	141,513
Operations Manager	135,759	
Manager of Industries Level 1 - 5 day	125,270	
Manager of Industries Level 2 - Any 5 of 7 days	125,796	
Manager Centre Services & Employment Manager of Industries level 2 5 day	119,222	
Manager Business Unit any 5/7days	120,130	
Manager Business Unit 5 day	113, 558	

1.3 The salaries in clause 1.1 and 1.2 above are annualised. All incidents of employment except as otherwise expressly contained in this Award are included within the annualised salary.

Schedule 2 - Other Allowances

2.1	Hosiery	$240.00 per annum	subclause 11.2

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.