DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The GEO Group Australia Pty. Ltd.
(AG2018/5869)

PARKLEA CORRECTIONAL CENTRE - CORRECTIONAL OFFICERS ENTERPRISE AGREEMENT 2018

Corrections and detentions

COMMISSIONER JOHNS SYDNEY, 7 FEBRUARY 2019

Application for approval of the Parklea Correctional Centre - Correctional Officers Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Parklea Correctional Centre - Correctional Officers Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The GEO Group Australia Pty. Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Community and Public Sector Union and United Voice being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 February 2019. The nominal expiry date of the Agreement is 1 October 2019.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG 2018/5869

Applicant:

The GEO Group Australia Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Rachel Casey, Director Human Resources for The GEO Group Australia Pty Ltd ("GEO") give the following undertakings with respect to the Parklea Correctional Centre Correctional Officers Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by GEO to provide these undertakings in relation to the application before the Fair Work Commission.

2. The undertakings by GEO in relation to the clauses of the Agreement identified below are as follows:

(a) (*Shift worker definition*) in relation to clause 3.1.2 of the Agreement, the definition of a shift worker for the purpose of the NES under the Agreement includes an employee who would fall under the definition of a shift worker for the purpose of the NES at clause 24.2 of the Corrections and Detention (Private Sector) Modern Award ("Modern Award").

(b) (*Notice of termination – employees with less than 1 year of continuous service*) in relation to clause 6.3.1, a permanent employee with no more than 1 year of continuous service with GEO will receive 1 weeks' notice of termination (or payment in lieu), with the result that the first row only of the table appearing in clause 6.3.1 (a) of the Agreement will read as follows:

Period of continuous service	Period of Notice
No more than 1 year	1 week

(c) (*Redundancy*) in relation to clause 6.2.2(b), the arrangements that shall apply concerning any variation of redundancy pay for other employment shall be the subject of an application pursuant to s 120 of the Fair Work Act 2009 (Cth) ("the Act").

(d) (*Annual leave*) in relation to clause 3.1.1 and 3.1.11, such clauses will not be applied to exclude or reduce the entitlement of employees to annual leave under the NES (sections 87 and 93(2) of the Act).

(e) (*Personal leave*) in relation to clause 3.4.1, such will not be applied to exclude or reduce the entitlement of employees to personal leave under the NES (section 96 of the Act).

(f) (*Definition of 'member of immediate family'*) in relation to clause 1.5.13, the definition of 'member of immediate family' is extended to include a 'former spouse' or 'former de facto partner' consistent with the definition of 'immediate family' under section 12 of the Act.

(g) (*Minimum engagement for part time employees*) no part time employees are required to work a roster of less than 3 consecutive hours on any shift, consistent with clause 10.4 of the Modern Award.

(h) (*Weekend and shift penalties*) in relation to clause 2.2.1, at the end of each calendar month GEO will determine whether for any permanent employee who has worked on weekends, or other hours of work which under the Modern Award would have attracted an entitlement to shift penalties (6pm – 6am), there is any shortfall in the total remuneration of that employee over those pay periods when compared with the Modern Award. The amount of any shortfall identified by GEO for an employee plus 1% of the remuneration calculated under the Modern Award for the applicable period will be paid to the employee in the next pay period after the review is completed. Any dispute arising over an issue of shortfall will be dealt with under the Resolution of Disputes provision of the Agreement.

(i) (*Casual rates on Sundays*) in relation to clause 2.4.4 (casual rates on Sundays), at the end of each calendar month GEO will determine whether for any casual employee who has worked on a Sunday during full pay periods ending in that calendar month, there is any shortfall in the total remuneration of that casual employee over those pay periods when compared with the Modern Award. The amount of any shortfall identified by GEO for an employee plus 1% of the remuneration calculated under the Modern Award for the applicable period will be paid to the employee in the next pay period after the review is completed. Any dispute arising over an issue of shortfall will be dealt with under the Resolution of Disputes provision of the Agreement.

(j) (*Family and domestic violence leave*) in relation to family and domestic violence leave, employees may take family and domestic violence leave in the same manner as set out in clause 28 of the Modern Award.

(k) (*Trainees*) GEO undertakes that it will not be engaging any trainee correctional staff under the Agreement.

3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

6·2·19

Date

PARKLEA CORRECTIONAL CENTRE CORRECTIONAL OFFICERS ENTERPRISE AGREEMENT 2018

Note - the model consultation term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

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PART A

SECTION 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as the Parklea Correctional Centre - Correctional Officers Enterprise Agreement 2018 (“Agreement”).

1.2 Agreement Coverage

This Agreement shall be binding on The GEO Group Australia Pty Ltd and its employees covered under Clause 2.1 and, subject to approval by the Fair Work Commission, The Community & Public Sector and United Voice. This Agreement shall apply while the employees are performing the duties covered under Clause 2.1 at the Parklea Correctional Centre (Centre) and while performing duties in connection with or are incidental to the provision of correctional management services at the Centre (including performing prisoner escorts outside of the Centre).

1.3 Date of Operation & Duration

This Agreement shall come into operation 7 days from the date of approval by the Fair Work Commission and will nominally expire on 1 October 2019.

1.4 Agreement Posting

An accurate copy of this Agreement shall be provided to the employee(s) and will be placed on the Company Intranet so as to be easily read by employees.

1.5 Definitions

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

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

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

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

Casual Employees may be engaged to work on any day of the week however will not be paid less than the amount payable if engaged under the applicable Modern Award in any fortnight.

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

1.5.4 "Company" means The GEO Group Australia Pty Ltd.

1.5.5 "Correctional Officer" shall mean an employee appointed by the Company to a position covered by the classification structure provided under Clause 2.1 of this Agreement.

1.5.6 “CPSU” means the Community & Public Sector Union.

1.5.7 "Fixed Term" means an appointment for a specified period of time or to fulfil a specified task of limited duration.

1.5.8 "Permanent Full time employee" shall mean an employee engaged to work an average of thirty eight (38) hours per week, such times to be averaged over a four (4) or six (6) week period.

1.5.9 "General Manager" means the General Manager of the Parklea Correctional Centre or such other person nominated by the General Manager.

1.5.10 “GEO” means The GEO Group Australia Pty Ltd.

1.5.11 "Permanent employee" shall mean an employee who is appointed on an ongoing basis with no conditions being placed on the tenure of the employment.

1.5.12 "Permanent part time employee" shall mean an employee appointed on a continuing basis to work an agreed number of ordinary time hours per week, being not less than an average of 16 ordinary time hours and not more than an average of 37 ordinary time hours per week such times to be averaged over a four (4) or six (6) week period.

Permanent part time employees may be engaged to work on any day of the week however will not be paid less than the amount payable if engaged under the applicable Modern Award in any fortnight.

1.5.13 “Member of Immediate Family” means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an employee; or a child, parent, grandparent, grandchild or sibling of the employee’s spouse or de facto partner.

1.5.14 "Probation" shall mean a period of six (6) months from the appointment to full time Correctional Officer Level 1 following completion of pre-service training. To avoid confusion, six months means in the case of casual employees is the equivalent of 988 working hours. At GEO’s discretion, probation can be extended for a maximum of three (3) months. This extension will provide the employee additional time to perform the full range of responsibilities and demonstrate their ability to more fully and consistently meet outlined expectations for this position.

1.5.15 “Redundant” or “redundancy” is where an employee’s employment is terminated at the Company’s initiative because the Company no longer requires a job being performed by anyone, except where this is due to the ordinary and customary turnover of labour.

1.5.16 “Standards” means the National Employment Standards provided under the Act.

1.5.17 "Trainee Correctional Officer" shall mean an employee where appointed as such and who meets the qualifications of the Company and/or the Corrective Services New South Wales for employment as a Trainee Correctional Officer and who is directly employed by the Company for a period of not less than nine (9) weeks of pre-service training in custodial correctional services. Trainee Correctional Officers will ordinarily be rostered to work ordinary time on Monday to Friday between the hours of 0600 to 1800.

Where required to perform ordinary hours of work outside of the days and span of hours recorded above in order to meet a training requirement, a Trainee Correctional Officer will be paid no less than the rate of pay (including any applicable penalty rate) applying to their relevant classification as if engaged under the Modern Award for that period of time.

1.5.18 “Union” means either the Community and Public Sector Union (CPSU) or United Voice (UV).

1.5.19 “UV” means United Voice, New South Wales Branch.

1.6 Agreement Prevails over Awards Etc.

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

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

SECTION 2 – WAGES AND CONDITIONS OF EMPLOYMENT

2.1 Classification Structure

An employee while employed under the provisions of this Agreement shall be employed as either a Trainee Correctional Officer, Correctional Officer Level 1, Correctional Officer Level 2, Correctional Officer Level 3, Overseer or Correctional Supervisor. These classifications shall be required to carry out the duties and responsibilities included in the generic duty statements attached to this Agreement as Schedule One and any other custodial duties that may be lawfully requested by the Company, to the extent which is appropriate for an employee's training and experience.

2.1.1 **Trainee Correctional Officers** shall be directly employed by the Company for a period of not less than nine (9) weeks for the purpose of undertaking pre-service training in custodial correctional services. Persons appointed to this level shall be required to meet the qualifications of the Company and/or Corrective Services New South Wales for engagement as a Trainee Correctional Officer.

2.1.2 **Correctional Officer Level 1**

(a) Initial employment as a Correctional Officer will normally be to the first step of this level and during the next six months of any such appointment the employee's employment will normally be on a probationary basis, in accordance with the provisions of this Agreement covering probationary employees.

(b) Appointments to this level should be subject to an employee having successfully completed the pre-service training provided by the Company to a Trainee Correctional Officer, or to the person having had training and/or experience deemed by the Company to be equivalent to that provided by the Company to a Trainee Correctional Officer.

(c) An employee at this level shall be required, during the course of their employment to undertake the training specified and shall carry out the duties of a Correctional Officer as specified in Schedule 1 of this Agreement under regular supervision.

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

2.1.3 **Correctional Officer Level 2**

(a) Where appointed as a full time employee to this level, an employee must have completed Certificate III in Correctional Practice and served 12 months at Level 1.

(b) Casual Custodial Officers employed after the Agreement comes into operation will not be eligible to progress to Level 3.

(c) Casual Custodial Officers employed at Level 2 before commencement of this Agreement will continue to receive the salary nominated in the attached salary schedule for Level 2. Casual Custodial Officers at Level 1 will be able to progress through the classifications to Level 2 if they have served a pro-rata 12 months equivalent to 2,080 ordinary hours with satisfactory performance reviews.

(d) Notwithstanding the above paragraph an appointment may be made by the Company to the classification of Correctional Officer Level 2 where a permanent employee holds qualifications and/or experience deemed by the Company to be appropriate for such appointment.

i. Where a permanent employee is classified as a Correctional Officer Level 1 and has completed the required 12 months service with the Company and is denied promotion to Correctional Officer Level 2, an employee shall have access to an appropriate appeals procedure.

ii. An employee at this level shall carry out the duties of a Correctional Officer as specified in Schedule 1 of this Agreement.

2.1.4 **Correctional Officer Level 3**

(a) Appointment to this level is conditional upon a permanent employee having completed one year of continual satisfactory service with the Company as a Correctional Officer Level 2.

(b) No Casual Custodial Officers employed after this Agreement comes into operation will be eligible to progress to Level 3.

(c) Casual Custodial Officers employed at Level 3 before commencement of this Agreement will continue to receive the salary nominated in the attached salary schedule for Level 3.

(d) Notwithstanding the above paragraph an appointment may be made by the Company to the classification of Correctional Officer Level 3 where a permanent employee holds qualifications and/or experience deemed by the Company to be appropriate for such appointment.

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

2.1.5 **Overseer**

(a) Appointment to this level shall be subject to the existence of a vacancy and to the Company being satisfied that an employee has had sufficient experience and meritorious service to warrant such appointment, holds appropriate Trade Qualifications for the vacancy and has successfully completed Certificate III in Correctional Practice.

(b) The Company reserves the right to recruit and select appropriately qualified tradespersons as Trades Instructor if no Correctional Officer holds the required trade qualification or is successful in their application.

(c) All appointments will be made in accordance with the Company's merit selection and Equal Employment Opportunity (EEO) policies.

(d) An employee at this level shall carry out the duties of an Overseer as specified in Schedule 1 of this Agreement.

2.1.6 **Correctional Supervisor**

(a) Appointment to this level shall be subject to the existence of a vacancy and to the Company being satisfied that an employee has had sufficient experience and meritorious service to warrant such appointment and has successfully completed Certificate III in Correctional Practice.

(b) All appointments will be made in accordance with the Company's merit selection and EEO policies and shall normally be subject to the person having successfully completed the training and having passed the examinations determined by the Company from time to time to be appropriate for this level, which training will comprise the Company's supervisor's course and Certificate IV in Correctional Practice, to be completed within 12 months of appointment.

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

2.2 Wages

2.2.1 Penalty Rates and Loadings: The rates of pay prescribed in Part B - Rates of Pay & Allowances, Table 1 of this Agreement constitute an annualised salary based on 76 hour fortnight and are inclusive of a component in lieu of the weekend penalties, shift allowances and annual leave loading, which may otherwise apply and no additional penalties and/or loadings are payable in relation to these matters.

2.2.2 Payment of Wages: Wages shall be paid on a fortnightly basis, not later than close of business on Thursday, by way of Electronic Funds Transfer into a nominated bank, cheque or cash account at the discretion of the Company.

2.3 Dog Handler Allowance

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

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

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

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

2.4 Contract of Employment

2.4.1 Full Time Employment

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

2.4.2 Part Time Employment

(a) A part time employee shall be paid, for each hour of ordinary time worked, the hourly rate for the relevant classification prescribed under Part B – Rates of Pay & Allowances, Table 1 of this Agreement, which is 1/76th of the relevant fortnightly rate for a full time employee.

(b) Pro-rata Leave Entitlements: Part time employees shall be entitled to pro-rata annual, personal/carer's and long service entitlements, as prescribed by this Agreement, calculated in accordance with the proportion of part time hours of work as completed to full time hours worked.

(c) Other Agreement Provisions: Subject to the provisions of subclause 2.4.2(a) and 2.4.2(b) above, all other provisions of the Agreement applicable to full time permanent employees shall apply equally to part time employees.

2.4.3 Fixed Term Employment

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

2.4.4 Casual Employment

(a) Rate of Pay: A casual employee shall be paid for each hour of time worked, the casual per hour rate for the relevant classification level prescribed under Part B – Rates of Pay & Allowances, Table 1.

(b) The rate of pay in Part B – Rates of Pay & Allowances, Table 1 includes any entitlement to casual loading, shift penalties (with the exception of working on Public Holidays), overtime, or any other penalties or loadings which might otherwise apply under this Agreement.

(c) Pay-in-Lieu of Leave: Casual employees are not entitled to paid leave provided to other categories of employees (other than long service leave in accordance with applicable legislation). The casual rates prescribed under Clause 2.4.4(a) include a loading in lieu of paid leave.

(d) A commitment is given to full-time permanent work being the preferred form of employment for all Correctional Officers, with a mechanism for long-term casual staff to be converted to full-time in the event of ongoing engagement via expressions of interest being sent to casual staff when vacancies occur.

2.4.5 Requests for Change of Employment Status

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

(a) Careful consideration will be made based on the merit of the request and the operational requirements of the business.

(b) The employee making the request must provide suitable evidence to satisfy the Company that there is genuine hardship.

(c) The status change if approved will be for a maximum defined period of up to 12 months and subject to periodic review.

(d) If the circumstance has not changed that precipitated the original request, the employee may resubmit the request for an extension of the defined period. Subject to the review and approval for an extension of the defined period, any approved extension will only be for a maximum period of up to 12 months. Should the hardship circumstances continue to impact on the Officer's ability to resume full duties within the permanent position then a review and decision is to be made in regards to ongoing employment status.

2.4.6 Trainee Correctional Officer

(a) Appointment: where a person who meets the qualifications of the Company for employment as a Trainee Correctional Officer, that person may be directly employed by the Company for a period of not less than nine (9) weeks of pre-service training custodial correctional services. If the person fails to meet the required standards during pre-service training at any stage, then they will not be offered an appointment.

(b) Ordinary Time Rate of Pay: While engaged as a Trainee Correctional Officer, an employee shall be paid the rate of pay as prescribed in Part B – Rates of Pay & Allowances, Table 1 of this Agreement.

2.4.7 Probation

(a) Where an employee has successfully completed the Company's pre-service training, an employee may be appointed as a continuing full time or part time employee for a probationary period in accordance with Clause 1.5.14, to carry out the duties associated with the provision of custodial correctional services within the Centre.

(b) Prior Casual Employment: where an employee has successfully completed the Company's pre-service training, an employee may also be offered casual employment within the provisions of this Agreement. In such cases, if the employee is subsequently appointed to a continuing position then the maximum probationary period shall be reduced by one week for each 38 hours worked as a casual employee.

(c) Performance Reports: during the probationary period, an employee's performance will be regularly monitored and any deficiency will be brought to the attention of the employee, and the employee shall be advised as to what changes are required in his/her performance in order to correct a deficiency.

2.4.8 Use of Available Skills

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

(b) The Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).

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

2.5 Staffing

2.5.1 All parties covered by this Agreement recognise that the Company has an obligation to Corrective Services New South Wales and its employees to set appropriate staffing levels for a safe working environment.

2.5.2 It is agreed that should a staff shortage occur, the priority of both parties to this Agreement is to maintain the security of the Centre, a safe environment for staff, visitors and inmates, and as far as practicable, maintain the Centre's structured routine through the deployment of the Centre Contingency Management Plan (CCMP) as at the time of this Agreement.

2.5.3 Changes to staffing levels or the CCMP will only be made by the Company after consultation in accordance with Clause 4.4 of this Agreement.

2.6 Work Health and Safety Requirements

The Company and employees are committed to meeting their legal duties under the *Work Health and Safety Act 2011 (NSW)*, and promoting a safe working environment complies with relevant legislation and AS/NZ 4801 standard, including that:

2.6.1 The Company will ensure the health and safety of employees.

2.6.2 Employees will take all reasonable care to ensure their own health and safety and to ensure that no action or inaction by them compromises the health and safety of any other person on the site. Each employee will be aware of and will follow the Company's safety procedures.

2.6.3 The Company will facilitate consultation and election of Work Health and Safety Representatives in accordance with the requirements of the *Work Health and Safety Act 2011 (NSW)*.

2.7 Hours of Work

2.7.1 The Centre operates 24 hours per day, seven days per week (including weekends and public holidays). Subject to the terms of this Agreement, employees may be rostered to work their ordinary hours on any day and at any time in a day in order to meet operational requirements.

2.7.2 The ordinary hours of work for any employee engaged as day worker will be worked between the hours of 06.00am and 06.00pm any day of the week.

2.7.3 **For Shiftworkers**

Ordinary hours of work shall be rostered continuously. Ordinary hours for an employee including paid meal breaks shall be eight (8) hours, or twelve (12) hours, on any one day and not more than an average of seventy-six (76) hours per fortnight, averaged over a six week period for staff rostered on 12 hour shifts or a four week period for staff rostered on 8 hour shifts. The Company shall determine whether eight, or twelve hour shifts are to be worked, in order to meet operational requirements.

2.7.4 **Rosters**

The ordinary working hours of employees shall be worked in accordance with the roster established by the Company to meet the requirements of the business, and taking into account the need for work/life balance for employees. The Company will review the roster to ensure that it is fair and equitable in consultation with employee representatives and is a standing agenda item in the Joint Workplace Consultative Committee (JWCC) meetings.

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

General

- Employees will have 48 hours off before commencing night shift
- Employees will have 48 hours off after completing afternoon shift
- Employees will not work more than 3 weekends a month
- Employees will not work or be rostered for more than 7 consecutive days from roster period to roster period

Eight (8) Hour Roster

- 8 hour rosters are for a 28 day period which encompasses working 19 days and having 9 days off
- Employees will only work a maximum of 7 days consecutively within the roster period and from roster period to roster period
- Employees will work a minimum of two days consecutively

Twelve (12) Hour Roster

- 12 hour rosters are for a 42 day period which encompasses working 19 days and having 23 days off
- Employees will work only work a maximum of five (5) days consecutively within the roster period
- Employees will work a minimum of 2 (two) days consecutively

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

(a) if requested in writing;

(b) not as superior/subordinate in the same department;

(c) provided there is no abuse of that privilege by the individuals involved; and

(d) the request does not impact on the smooth operation of the business.

2.7.6 Commencement and Cessation of Duty

Correctional Officers shall start and cease duty in the muster area at the Parklea Correctional Centre or as otherwise designated by the General Manager:

(a) Provided that where there is a requirement for employees to work away from the Centre they may start and cease work at such locations.

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

2.7.7 Training on Rostered Days Off

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

2.8 Overtime

2.8.1 Overtime Loading Permanent or fixed term Employees

Subject to the provisions of sub-clauses 2.8.4 and 2.8.5, all time worked by permanent or fixed term employees in excess of ordinary hours of duty shall be paid for at the rate of time and a half. For purposes of clarity, in the case of permanent part time employees hours outside full time hours of 76 per fortnight 8 – 12 per day will incur overtime.

2.8.2 Meal Allowance on Overtime

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

2.8.3 Call Back

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

2.8.4 **Pre-Shift Briefing**

Where the Company requires that an employee report to the muster area for briefing and the transfer of equipment prior to the commencement of his or her shift, such briefing will be carried out at no extra cost to the Company provided the briefing time does not exceed 10 minutes. If the Company requests the employee to report to the muster room for briefing more than 10 minutes prior to the commencement of the employee's shift, the employee shall be entitled to overtime pay for such excess time.

2.8.5 **Post Shift Delays**

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

2.8.6 **Late Arrivals**

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

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

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

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

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

2.8.8 **Make-up Time**

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

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

2.9 Minimum Break

2.9.1 All employees shall be entitled to a ten hour break between the end of one rostered shift and the commencement of the next shift (or part shift).

2.9.2 The employee has the right to waive the ten hour break, providing that a break of less than 10 hours does not place their and others health and safety at risk. The final decision will however rest with the Company.

2.9.3 Where the time between one such shift and another is less than ten hours, the second shift shall be paid at double ordinary time rates unless the shift is delayed until 10 hours has elapsed, without loss of ordinary pay for the employee.

2.9.4 The employee will notify the Company when requested to work overtime in the case that in accepting the overtime offered a ten hour break would not be available before the commencement of the next rostered shift. This will ensure that the Manager can seek approval for overtime for the next rostered shift or determine a variation as required. The manager is to record on the operations overtime form if there will be no 10 hour break and the Operations Manager's approval. The employee will not be entitled to overtime if such notification is not supplied and the employee is aware that in accepting the overtime it would be incurred.

2.10 Performance of Higher Duties

2.10.1 Higher Duties Allowance: where an employee is called on to perform work at a level above their current classification level; the employee shall be paid the rate prescribed for such higher classification level under Part B – Rates of Pay & Allowances, Table 1 of this Agreement for all work so performed.

2.10.2 Higher Duties shall only be undertaken under circumstances of mutual agreement between an employee requested to undertake the duties and the Company.

2.11 Termination of Employment

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

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

An employee may be summarily dismissed for serious misconduct, which includes conduct by the employee that is inconsistent with the continuation of his or her contract of employment. Examples of serious misconduct include but are not limited to, dishonesty, drunkenness, insubordination, or other similar major breach of rules or standards.

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

2.11.2 **Notice**

Except as provided for elsewhere in this Agreement (including Clauses 2.11.1, 2.11.5, 2.11.6, the Company will give the following notice of termination to permanent employees:

Employee's period of continuous service	Period of notice
Not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

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

2.11.3 Payment may be made in lieu of all or part of the notice prescribed in Clause 2.11.2.

2.11.4 **Termination of Employment While Engaged as a Permanent Employee**

While engaged as a permanent employee, an employee may terminate his/her employment at his/her own discretion, by providing the Company with notice of termination (as set out below) or to forfeit pay in lieu of the said notice (on the basis set out below):

Employee's period of continuous service	Period of notice
Not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

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

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

2.11.5 **Trainee Correctional Officer**

While engaged as a casual Trainee Correctional Officer, either party may terminate the employment by giving not less than two (2) day's prior written notice, or by the payment or forfeiture (as the case may be) of two (2) day's pay in lieu of the said notice.

While engaged as a permanent Trainee Correctional Officer, either party may terminate the employment by giving not less than two (2) day's prior written notice, or by the payment or forfeiture (as the case may be) of two (2) day's pay in lieu of the said notice.

2.11.6 **Probationary Correctional Officer**

While engaged as a Probationary Correctional Officer, either party may terminate the employment by giving not less than one (1) week's prior written notice, or by the payment or forfeiture (as the case may be) of one (1) week's pay in lieu of the said notice.

2.11.7 **Casual Correctional Officer**

While engaged as a Casual Correctional Officer, either party may terminate the employment by giving not less than one (1) hours' notice.

2.11.8 **Certificate of Service**

On the termination of employment the Company shall, at the request of the employee, give the employee a statement signed by the Company stating the period of employment, the class of work employed upon and when the employment terminated.

2.12 Meal Breaks

2.12.1 Employees required to work 8 hour shifts shall be allowed one (1) meal break of not less than 30 minutes. Time allowed as meal breaks shall be regarded as time worked. During these breaks, staff shall be expected to respond to any emergency which may occur during that time. After 8.75 hours of work, staff will be entitled to another 30 minute break consistent with this clause.

2.12.2 Employees required to work 12 hour shifts shall be allowed two (2) meal breaks of not less than 30 minutes each. Time allowed as meal breaks shall be regarded as time worked. During these breaks, staff shall be expected to respond to any emergency, which may occur during that time. After 12.75 hours of work, staff will be entitled to another 30 minute break, consistent with this clause.

2.12.3 Custodial staff are not permitted to leave the prison site during such breaks without prior approval of their Supervisor or Manager. Meal breaks will be taken at a time convenient to the Company no sooner than the 3rd hour and no later than the 5th hour and no sooner than the 7th hour and no later than the 10th hour (for 12 hour shifts) after the commencement of the shift and shall only be taken once a reliever has been

provided to cover the period of the break, unless agreed to by the employee and the Company on merit of request or operational requirement.

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

2.13 Rest Pauses

2.13.1 Full time employees shall be entitled to a rest pause of ten (10) minute's duration in the Company's time in the first and second half of their daily work. No deduction of pay shall be made for each rest pause so taken.

2.13.2 Part time or casual employees engaged for a period of not more than four (4) hours shall be entitled to a rest pause of ten (10) minutes duration in the Company's time.

2.13.3 Part time or casual employees engaged for a period of more than four (4) hours and up to a full shift shall be entitled to a rest pause of ten (10) minute's duration in the Company's time in the first and second half of his or her engagement.

2.13.4 When taken; rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

2.14 Superannuation & Salary Sacrifice

2.14.1 An employee shall be entitled to Superannuation in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth). Employer contributions will be made to the "Australian Super" Fund in accordance with the rules of that Fund or such other compliant superannuation fund as may be nominated and agreed between the Company and the employee.

2.14.2 The Company will facilitate salary sacrifice arrangements for the employee making personal superannuation contributions on request of such employee (where permitted by law).

2.14.3 In the event that the law governing superannuation and taxation changes in such a way as to make the objective of Clause 2.14.2 ineffective or illegal, the Company will advise Employees concerned, and the salary sacrifice contribution will cease or be amended.

2.15 Travelling Time and Expenses

2.15.1 While travelling under the instructions of the Company, an employee shall be deemed to be working while travelling so far as they may be travelling during ordinary hours of duty.

2.15.2 All reasonable fares incurred by an employee whilst travelling on the Company's business shall be paid by the Company. The fares allowed shall be;

(a) On passenger coaches - normal fare:

(b) On trains - first class (with sleeping berth if available): and

(c) On passenger aircraft - economy class.

2.15.3 An employee who is required by the Company, within his/her ordinary working hours, to travel in excess of ten kilometres from the location where he/she is usually employed, shall be allowed reasonable return fares.

2.15.4 If an employee is required in the course of his or her work to remain away from home overnight, he or she shall be reimbursed by the Company for all reasonable expenses actually incurred in obtaining board and accommodation. The Company reserves the right to make the necessary arrangements on behalf of the employee and to pay the provider direct.

2.15.5 While engaged as a permanent or fixed term employee who is required by the Company to commence and cease work at other than the Parklea Correctional Centre, an employee shall, in addition to all other entitlements, be paid for all time in excess of that normally taken to travel between his or her residence and the Parklea Correctional Centre at ordinary time. In addition, if an employee uses his or her own vehicle, such employee shall be paid for all excess travelling at the rate prescribed from time to time by the Commissioner of Taxation. The per diem rate for meals, as prescribed below in Clause 2.15.6 may be payable.

2.15.6 Where an employee who is requested to perform his/her duty away from the Centre, such as undertaking escorts, the employee shall be entitled to a per diem meal allowance if they are on duty away from the Centre during meal times, at the rates prescribed under Part B - Rates of Pay and Allowances, Table 2, Items 2-4of this Agreement, and shall be varied in future in line with the relevant Australian Taxation Office determinations. For the purpose of the clause only, meal times are defined as:

(a) Breakfast between 6:00am and 8:00am

(b) Lunch between 12:00 noon and 2:00pm

(c) Dinner after 6:00pm

(d) Employees will comply with all reasonable requests, from the Company, in relation to the administration of this Travelling Time & Expenses clause and, in particular, in relation to any reporting and/or record-keeping obligations imposed upon the Company (and/or its employees) by the Australian Taxation Office.

2.16 Uniforms

2.16.1 A corporate uniform as specified in HR 1.02 Corporate Policy and Procedures ‘Uniform and Equipment Issue Dress Standards’, will be required to be worn as issued, by an employee while engaged under this Agreement. The employee will ensure that the uniform is worn, cleaned, and maintained in accordance with the Company’s policy.

2.16.2 The Company will supply one pair of boots per annum to each employee to a standard agreed between the Company, employee representatives and the Union/s.

2.16.3 If the supplied footwear is unsuitable due to medical reasons, then the employee will be reimbursed up to $100 per annum upon production of a receipt and medical certificate.

2.16.4 The substituted footwear must meet the requirements of the Company.

2.16.5 Uniform items will be replaced either for wear and tear on a reasonable basis, or immediately if unsuitable due to size or damage, after gaining approval or alternatively as per policy, whichever is sooner.

2.17 Flexibility Term

2.17.1 The Company and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

(a) the Agreement deals with 1 or more of the following matters:

i. arrangements about when work is performed;

ii. overtime rates; and

(b) the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph 2.17.1(a); and

(c) the arrangement is genuinely agreed to by the Company and employee.

2.17.2 The Company must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under *section 172 of the Fair Work Act 2009*; and

(b) are not unlawful terms under *section 194 of the Fair Work Act 2009*; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

2.17.3 The Company must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

(c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:

i. the terms of the enterprise agreement that will be varied by the arrangement; and

ii. how the arrangement will vary the effect of the terms; and

iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

2.17.4 The Company must give the employee and their union (if applicable) a copy of the individual flexibility arrangement within 14 days after it is agreed to.

2.17.5 The Company or employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the Company and employee agree in writing — at any time.

SECTION 3 – LEAVE

3.1 Annual Leave

3.1.1 For each year of service with the Company, a full time employee is entitled to:

(a) 4 weeks of paid annual leave (equivalent to 152 hours); or

(b) 5 weeks of paid annual leave (equivalent to 190 hours), if the employee qualifies as a shiftworker as defined in Clause 3.1.2.

3.1.2 For the purposes of this clause and the standards, a shiftworker is an employee whose roster includes ordinary hours outside the span 6am – 6pm Monday to Sunday.

3.1.3 Where an employee with 12 months' continuous service is only engaged for part of the 12 monthly period as a shiftworker, that employee must have their annual leave as provided for in Clause 3.1.1(a) increased by half a day for each month the employee is continuously engaged as a shiftworker.

3.1.4 An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

3.1.5 Annual leave will, as far as possible, be approved by the Company whilst ensuring that at all times sufficient employees of the required qualifications and skill sets are available to maintain the effective operation of the Centre.

3.1.6 Approval of annual leave will be undertaken by the Company up to 12 months in advance, taking account of:

(a) operational requirements as specified in Clause 3.1.5;

(b) the cost of casual employee usage; and

(c) as far as possible the preference of employees as determined by calling for expressions of preference.

3.1.7 Where an Employee has a leave balance of more than six weeks the Company may direct an employee to take a period of annual leave; provided that:

(a) the Company provides at least four weeks' notice to the employee of the requirement to take annual leave; and

(b) the direction will not result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks.

3.1.8 This clause does not prevent, in particular circumstances, the Company and an individual employee agreeing to annual leave being retained for the taking of an extended period of leave at a later time.

3.1.9 The Company's consideration of any application for leave under this clause will be subject to the notice provided by the employee seeking the leave, any reason provided

by the employee of the need for the leave, and the operational requirements of the Centre, including already scheduled leave of other employees.

3.1.10 The Company must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

3.1.11 An employee may cash out paid annual leave provided:

(a) The cashing out of paid annual leave would not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks (152 hours);

(b) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the employee; and

(c) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

3.1.12 Part time employees will receive a pro rata of annual leave in accordance with Clause 2.4.2(b) of this Agreement.

3.2 Public Holidays

3.2.1 The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day(s) declared or prescribed as public holidays for the State of New South Wales shall be public holidays hereunder or as further provided in the Standards.

3.2.2 All work done by a permanent or fixed term employee on an observed public holiday shall be paid for at the rate of double time and a half. All work done by a casual employee on an observed public holiday shall be paid at the rate of time and a half. For example, if one of the named public holidays falls on a weekend and the following Monday is gazetted as the public holiday, that Monday is the public holiday for the purposes of this Agreement, and entitlements, including to payments will only apply to that gazetted day. On no occasion will the Company observe both the substituted public holiday and the gazetted public holiday.

3.2.3 Should any of the public holidays mentioned in Clause 3.2.1 fall on a day on which an employee is rostered off duty, such employee shall, in lieu of such holiday, be entitled to either payment of an additional 8 hours pay or the addition of an extra 8 hours to his or her annual leave entitlement.

3.2.4 Where a permanent or fixed term employee is rostered to work on any of the aforesaid public holidays he or she may by mutual agreement elect to be paid at his/her ordinary rate of pay for the work performed on that holiday and have one and a half extra days added to his or her annual leave. The option of adding an extra day and one half to their annual leave may only be exercised on five separate occasions in any one year of employment.

3.2.5 For the purposes of subclause 3.2.4, a day shall be regarded as the number of ordinary hours worked on the public holiday in question.

3.3 Long Service Leave

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

3.4 Personal/Carer's Leave

3.4.1 For each year of service with the Company, a full time employee is entitled to 10 days of paid personal/carer's leave (equivalent to 76 hours). A part time employee will receive a pro rata in accordance with Clause 2.4.2 (b) of this Agreement.

3.4.2 An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

3.4.3 An employee may take paid personal/carer's leave if the leave is taken:

(a) Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or

(b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

i. a personal illness, or personal injury, affecting the member; or

ii. an unexpected emergency affecting the member.

3.4.4 Where an employee has no entitlement to paid personal/carer's leave, that employee is entitled to 2 days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

(a) A personal illness, or personal injury, affecting the member; or

(b) An unexpected emergency affecting the member.

3.4.5 Notice of the taking of paid personal/carer's leave or unpaid carer's leave must be given to the Company four hours before the rostered shift or as soon as practicable and must include the period, or expected period, of that leave.

3.4.6 An employee who is absent from work for 2 or more days on paid personal/carer's leave, or where the employee is on paid personal/carer's leave on either a Saturday, Sunday or public holiday or a day immediately preceding or succeeding a public holiday or rostered day off, must produce a Medical Certificate or complete a Statutory Declaration to the satisfaction of the Company in relation to that leave.

3.4.7 Where required, an employee who is absent from work on unpaid carer's leave must produce a medical certificate or complete a statutory declaration to the satisfaction of the Company in relation to that leave.

3.4.8 Additional Personal Leave: Where an employee has exhausted their accrued personal leave in any year, the employee may apply to the General Manager for an additional period of paid personal leave (up to 4 hours in any 12 month period). Any grant of additional personal leave is discretionary and is subject to the provision of a medical certificate, a statutory declaration and such further documentation as may be reasonably required by the General Manager in support of the application for additional personal leave.

3.5 Special Leave

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

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

3.6 Compassionate Leave

3.6.1 An employee is entitled to 2 days of compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:

(a) contracts or develops a personal illness that poses a serious threat to his or her life; or

(b) sustains a personal injury that poses a serious threat to his or her life; or

(c) dies.

3.6.2 An employee may take compassionate leave for a particular occasion if the leave is taken:

(a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or

(b) after the death of the member of the employee's immediate family or household.

3.6.3 If an employee, other than a casual employee, takes a period of compassionate leave, the Company will pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For the avoidance of doubt, casual employees are only entitled to unpaid compassionate leave.

3.6.4 Notice of the taking of compassionate leave must be given to the Company as soon as practicable and must include the period, or expected period, of that leave.

3.6.5 Where required, an employee who is absent from work on compassionate leave must produce a medical certificate or complete a statutory declaration to the satisfaction of the Company in relation to that leave.

3.7 Parental Leave

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

3.8 Emergency Services Leave

3.8.1 Where an employee is a volunteer member of an emergency service they may be granted paid leave to attend a declared emergency when requested to by the emergency service.

3.8.2 For the purpose of this clause, recognised emergency services may include, but not be limited to, the Rural Fire Service, the State Emergency Service, St Johns Ambulance Service, the Australian Red Cross and the New South Wales Volunteer Rescue Service.

3.8.3 An employee subject to emergency services leave will advise the Company as soon as is practicably possible the estimated duration of the period of leave.

3.8.4 An employee must upon his/her return to duty and where requested provide the Company with evidence that they were required by and participated in the emergency service during the period of leave.

3.8.5 The Company may, on application, provide paid leave for an eligible employee to attend training with an emergency service where it is provided.

3.9 Training Leave

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

3.9.1 The maximum number of employees attending a course or seminar at the same time will be four (4);

3.9.2 The General Manager will not unreasonably withhold approval;

3.9.3 Training must be relevant to role as delegate and approved by the General Manager;

3.9.4 In granting such paid leave the Company is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee;

3.9.5 Leave granted to attend courses will not incur additional payment if such course coincides with an employee's rostered day off; and

3.9.6 The taking of leave will not affect other leave granted to an employee under this Agreement, nor shall it adversely affect the employee's service for the calculation of leave entitlements.

3.10 Court Leave

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

3.10.1 When rostered on duty: payment for the period of absence in accordance with the employee's usual rostered duties less any reimbursement received in relation to lost time at work; and

3.10.2 When rostered off duty: an alternative day off shall be granted in lieu of the rostered day off on which the employee attended Court, within the following month.

3.11 Military Leave

Unpaid leave will be granted by the General Manager of the Centre in accordance with the Defence Reserve Service (Protection) Act 2001(Cth) to an employee who is a member of the Defence Force Reserves for the purpose of undergoing training or equivalent continuous duty. Operational and staffing requirements will take priority; however, all efforts will be made to accommodate leave requests. Copies of military orders will be required to support such leave.

3.12 Family Days

Two "Family Days" per year will be sponsored by the Company to family events in the first and second halves of the year weather permitting. Staff rostered to operational duties on one of those days are to be identified and arrangements made so that they and their families can attend the other day.

(a) Staff normally rostered for day shift and not on the assigned duty team, will be paid for the full shift if they attend the family day.

(b) Staff who are not rostered on the duty team but would have been rostered on day shift and fail to present at the Family Day will not be paid for the shift unless they provide a Medical Certificate or Statutory Declaration as per Clause 3.4.6.

SECTION 4 – EMPLOYEE RELATIONS

4.1 Delegates

4.1.1 The Company shall recognise the status of an employee where the employee is a duly accredited delegate of a Union. Centre staff shall afford the employee reasonable assistance in carrying out their duties and functions.

4.1.2 An accredited Union delegate shall be allowed the necessary time during working hours to interview the Company or his/her representative on matters affecting employees whom he/she represents.

4.1.3 Subject to the prior approval of the Company an accredited union delegate shall be allowed at a suitable place designated by the Company a reasonable period of time during working hours to interview a duly accredited official of the Union regarding matters affecting the employees covered by this Agreement.

4.1.4 In recognising the rights of Union delegates the Company shall give to delegates and or officials of the Union notification and access (subject to the right of entry requirements of the Act) to inductions of new employees - delegates shall be given time without loss of pay to speak with new employees, to explain the role of the Union.

4.1.5 In recognising the rights of Union delegates the Company shall give to delegates' access to telephone, fax machine, computer terminals and photocopying. These facilities shall be made available to delegates to perform their duties as the duly elected representatives of the Employees. Union delegates will obtain the approval of their immediate supervisor before taking paid time to discharge their functions; such approval will not unreasonably be withheld.

4.1.6 Training refer to Clause 3.9.

4.2 Commitment to Training and Careers

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

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

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

4.3 Joint Workplace Consultative Committee (JWCC)

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

4.3.2 **Authority:** Decisions and/or recommendations of the JWCC shall be advisory only, and shall not be binding upon the parties to this Agreement. Any proposal or recommendation made by the JWCC shall be documented and shall incorporate a review period.

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

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

(a) Work Health & Safety and Security

(b) Rosters

(c) Learning & Development

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

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

(a) Allow the JWCC to provide positive input into Work Health & Safety Matters. This is to be the first Agenda item on the minutes for each meeting with any issues to be referred to the WH&S Committee; and

(b) Ensure that the training which is required for promotion between classification levels is genuinely accessible to the employee, and is adequate to provide the skills required by the Company.

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

4.4 Consultation Regarding Major Workplace Change

4.4.1 This clause applies:

(a) as soon as possible on identification of the need for the change and prior to a decision being taken to proceed with any major change to production, program, organisation, structure, or technology in relation to the Company; and where,

(b) the change is likely to have a significant effect on employees to whom the Enterprise Agreement applies. This includes an employee who is off work on extended leave for example on parental leave.

4.4.2 It is in the interest of all parties to ensure that discussions on change between employees, their representatives and the Company occur in a timely manner and issues raised be given prompt and proper consideration by all parties.

4.4.3 The Company must notify the relevant employees and their employee organisations of the proposal to introduce the major change.

4.4.4 As soon as practicable after making its decision, the Company must:

(a) discuss with the relevant employees and their Unions:

i. the introduction of the change; and

ii. the effect the change is likely to have on the employees; and

iii. measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and

iv. for the purposes of the discussion — provide, in writing, to the relevant employees.

(b) all relevant information about the change including the nature of the change proposed; and

i. information about the expected effects of the change on the employees; and

ii. any other matters likely to affect the employees.

4.4.5 The Company however is not required to disclose confidential or commercially sensitive information to the relevant employees.

4.4.6 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their employee organisations.

4.4.7 Should the Company not accept the submissions made by employees or their organisations under 4.4.6, the Company will notify its employees of its final decision with reasons as to why their views were not accepted.

4.4.8 For the purposes of 4.4.1(b), a major change is likely to have a significant effect on employees if it results in:

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

(f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

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

SECTION 5 - DISPUTE RESOLUTION

5.1 Disciplinary Procedure

5.1.1 The processes for disciplinary investigations, hearings and appeals are detailed in the Company's HR2.03 Disciplinary Procedures and Guidelines Policy. Notwithstanding the policy, the Company is committed to the principles of procedural fairness and natural justice, and will ensure they are implemented in all stages of disciplinary matters for the course of this Agreement.

5.1.2 The following progressive disciplinary outcomes may apply in the case of employee disciplinary infractions and breaches of centre rules, regulations, practices and procedures.

- verbal counselling and/or reprimand
- written notice of rules violation or written reprimand
- suspension
- refusal of progression within classification
- level demotion to a lower classification
- termination

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

5.2 Dispute Settlement Procedure

5.2.1 If a dispute relates to:

(a) a matter arising under the agreement; or

(b) the National Employment Standards;

this term sets out procedures to settle the dispute.

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

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

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

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

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

(b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

i. arbitrate the dispute; and

ii. make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Act*.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of *Div. 3 of Part 5.1 of the Act*. Therefore, an appeal may be made against the decision.

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

(a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

(b) an employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:

i. work is not safe; or

ii. applicable occupational health and safety legislation would not permit the work to be performed; or

iii. the work is not appropriate for the employee to perform; or

iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

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

5.3 Anti-Discrimination

The parties to this Agreement are committed to ensuring a working environment that is free from unlawful discrimination and harassment. Employees are required to report any discriminatory behaviour to the Company in accordance with relevant Company policies.

SECTION 6 - REDUNDANCY PROVISIONS

6.1 Application

6.1.1 The following shall apply while an employee is engaged as a permanent employee in the classifications specified in Part B – Rates of Pay & Allowances, Table 1 of this Agreement.

6.1.2 Notwithstanding anything contained elsewhere in this clause, this Clause 6 shall not apply to employees with less than one year's continuous service and the general obligation on the Company shall be no more than to give the employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by an employee of suitable alternative employment.

6.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, including malingering, inefficiency or neglect of duty, or while an employee is engaged as a casual employee, apprentices or for a fixed term or where employment is terminated due to the ordinary and customary turnover of labour.

6.2 Redundancy

6.2.1 **Discussions before terminations**

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

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

6.2.2 **Change of Service Provider**

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

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

(b) where an employee rejects an offer of employment with the other employer which contains terms and conditions that are

no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the Company; and which recognises the employee's period of employment with the Company as service for the purpose of calculating long service leave and redundancy;

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

6.3 Termination of Employment

6.3.1 Notice of termination shall be in accordance with Clause 2.11.2 of this Agreement.

This subclause sets out the notice provisions to be applied to terminations by the Company for reasons arising from production, program, organisation or structure in accordance with Clause 4.4.

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

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

(b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional weeks' notice.

(c) Notice paid to an employee under subclause 6.3.1(a) includes any other period of notice the Company is required to give under this Agreement.

(d) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

6.3.2 Notice for Technological Change

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

(a) In order to terminate the employment of an employee the Company shall give to the employee 3 months' notice of termination. This notice is in substitution of, and not in addition to, any other notice that may have otherwise been required.

(b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(c) The period of notice required by this subclause to be given shall be deemed to be service with the Company for the purposes of annual leave and long service accrual, where relevant.

6.3.3 Time off during the notice period

(a) Subject to 6.3.3(b) below, during the period of notice of termination given by the Company an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks' notice, for the purposes of seeking other employment.

(b) If an employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

6.3.4 Employee leaving during the notice period

If the employee elects to cease employment before the completion of the notice period, the employee is not entitled to payment in lieu of notice.

6.3.5 Notice to Centrelink

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

6.3.6 **Employment Separation Certificate**

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

6.3.7 **Transfer to lower paid duties**

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

6.4 Severance Pay

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

6.4.2 For employees engaged on or after 25 November 2015 the following scale will apply:

Years of Service	Entitlement
Less than one year	nil
At least one year but less than two years	4 weeks
At least two years but less than three years	6 weeks
At least three years but less than four years	7 weeks
At least four years but less than five years	8 weeks
At least five years but less than six years	10 weeks
At least six years but less than seven years	11 weeks
At least seven years but less than eight years	13 weeks
At least eight years but less than nine years	14 weeks
At least nine years but less than 10 years	16 weeks
At least 10 years	12 weeks

6.4.3 For employees engaged by the Company before 25 November 2015 the following scales will apply.

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

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

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

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

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

6.4.4 Incapacity to pay

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

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

6.4.5 Alternative Employment

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

Arrangements that apply concerning a variation of severance pay for alternative or other employment shall be the subject of an application pursuant to section 120 of the Act.

PART B

RATES OF PAY & ALLOWANCES

Table 1 – 2.5% increase payable from the first full pay period following 1 October 2018

Permanent Employees				Casual Employees
Classification	**Annual Salary ****	**76 hour fortnight**	**Ordinary per Hour**	**Casual per Hour+**
Trainee *	$38,802.40	$1,492.40	$19.64	$24.55
CO1	$60,727.61	$2,335.68	$30.73	$38.42
CO2	$63,926.21	$2,458.70	$32.35	$40.44
CO3	$68,177.60	$2,622.22	$34.50	$43.13
Supervisor	$76,713.91	$2,950.54	$38.82	$48.52
Overseer	$76,713.91	$2,950.54	$38.82	$48.52

*	Trainee CO to be paid not less than the applicable Modern Award rate applying from time to time.
**	Payment obligation relates to "Annual Salary". Some minor rounding in fortnightly and hourly figures.
+	The relevant casual rate includes all loadings which might otherwise apply to the timing of work.

Table 2 – Allowances

Item #	Clause	Description	Rate
1	2.8.2	*Overtime exceeding 4 hours - meal allowance - per meal	$16.03
2	2.15.6.(a)	**Away from home and Escort Duty - Breakfast Allowance - per meal	$26.55
3	2.15.6.(b)	**Away from home and Escort Duty - Lunch Allowance - per meal	$28.80
4	2.15.6.(c)	**Away from home and Escort Duty - Dinner Allowance - per meal	$50.89

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

** Where the escort duty requires the Correctional Officer to be away from the Centre overnight the Breakfast, Lunch and Dinner Allowances are increased in line with changes in the Australian Tax Office rates.

SIGNATORIES TO AGREEMENT

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

Name:	PIETER BEZUIDENHOUT
Address:	Level 18, 44 Market St Sydney 2000
Date:	18/10/2018
Signature:	

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

Managing Director
The GEO Group Australia

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

Name:	Stewart Little SPSF / State Branch Secretary CPSU
Address:	160 Clarence Street Sydney
Date:	19.10.18
Signature:	

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

Name:	Julie Korleuska – Branch Assistant Secretary United Voice
Address:	Level 1, 187 Thomas St Haymarket 2000
Date:	19/10/18
Signature:	

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

Name:	FIONA SOMERVILLE
Address:	66 SENTRY DRIVE PARKLEA NSW 2768
Date:	19/10/18
Signature:	Somerville

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

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

SCHEDULE 1

PARKLEA CORRECTIONAL CENTRE

POSITION DESCRIPTION AND SELECTION CRITERIA

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

Primary Objective

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

1.0. Duties and Responsibilities

1.1 To undertake The GEO Group Australia Pty Ltd pre service training course which is approved by the Commissioner for of Corrective Services NSW.

1.2 To undertake the required assessments in order to be deemed competent to perform the role of Correctional Officer.

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

2.0. Key Selection Criteria

2.1 Basic level of computer literacy.

2.2 Preference of year 12 education or equivalent.

2.3 Current First Aid certificate would be highly desirable.

2.4 Demonstrated willingness and ability to enrol in a nationally approved training program delivered and assessed by a Registered Training Organisation to undertake Certificate III in Correctional Practice.

2.5 Meet The GEO Group Australia Pty Ltd.'s established psychological profile, numeracy and literacy requirements.

2.6 Maintain a continuing satisfactory security clearance as approved by the Commissioner of NSW Department of Corrective Services.

2.7 Ability to work in a correctional environment that will involve direct contact with prison inmates.

PARKLEA CORRECTIONAL CENTRE

POSITION DESCRIPTION AND SELECTION CRITERIA

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

PRIMARY OBJECTIVE

The primary objective of the Correctional Supervisor is to:

Maintain the good order and security of the Correctional Centre and the safety of staff, inmates and visitors;

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

1.0 DUTIES AND RESPONSIBILITIES

CARE AND PLACEMENT

1.1. Care and Placement

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

- Assisting with the preparation of Segregation and Protective Custody orders.
- Ensuring the appropriate cell allocation of inmates.
- Ensuring alerts pertaining to inmates are recorded and actioned.
- Identifying, monitoring and recording inmates on HRAT

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

1.2. Case Management

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

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

1.3. Security

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

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

1.4. Supervision/Compliance

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

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

1.5. Intake Duties

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

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

1.6. Visits

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

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

1.7. Occupational Health And Safety

Co-operate with the employer's efforts to comply with the requirements of the *Work, Health & Safety Act 2011*. Accept responsibility for the health, safety and welfare of subordinates, inmates,

contractors and visitors under the employee's supervision. Comply with the employer's policy and procedures enabling compliance with the *Work, Health & Safety Act 2011*, including:

1.8. Other Duties:

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

2.0 KEY SELECTION CRITERIA

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

PARKLEA CORRECTIONAL CENTRE

POSITION DESCRIPTION AND SELECTION CRITERIA

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

PRIMARY OBJECTIVE

The primary objective of the Correctional Officer is to:

Maintain the good order and security of the Correctional Centre and the safety of the staff, inmates and visitors;

Ensure the provision of quality case management services to assigned inmates in accordance with the inmate's case plan and structured day.

1.0 DUTIES AND RESPONSIBILITIES

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

3.0 KEY SELECTION CRITERIA

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

PARKLEA CORRECTIONAL CENTRE

POSITION DESCRIPTION AND SELECTION CRITERIA

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

PRIMARY OBJECTIVE

The primary objective of the Overseer is to:

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

4.0 DUTIES AND RESPONSIBILITIES

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

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

5.0 KEY SELECTION CRITERIA

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

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

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

(1) This term applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1)(a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

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(b) for the purposes of the discussion—provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

(f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):

(a) the employer must notify the relevant employees of the proposed change; and

(b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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(12) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

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IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG 2018/5869

Applicant:

The GEO Group Australia Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Rachel Casey, Director Human Resources for The GEO Group Australia Pty Ltd ("GEO") give the following undertakings with respect to the Parklea Correctional Centre Correctional Officers Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by GEO to provide these undertakings in relation to the application before the Fair Work Commission.

2. The undertakings by GEO in relation to the clauses of the Agreement identified below are as follows:

(a) (*Shift worker definition*) in relation to clause 3.1.2 of the Agreement, the definition of a shift worker for the purpose of the NES under the Agreement includes an employee who would fall under the definition of a shift worker for the purpose of the NES at clause 24.2 of the Corrections and Detention (Private Sector) Modern Award ("Modern Award").

(b) (*Notice of termination – employees with less than 1 year of continuous service*) in relation to clause 6.3.1, a permanent employee with no more than 1 year of continuous service with GEO will receive 1 weeks' notice of termination (or payment in lieu), with the result that the first row only of the table appearing in clause 6.3.1 (a) of the Agreement will read as follows:

Period of continuous service	Period of Notice
No more than 1 year	1 week

(c) (*Redundancy*) in relation to clause 6.2.2(b), the arrangements that shall apply concerning any variation of redundancy pay for other employment shall be the subject of an application pursuant to s 120 of the Fair Work Act 2009 (Cth) ("the Act").

(d) (*Annual leave*) in relation to clause 3.1.1 and 3.1.11, such clauses will not be applied to exclude or reduce the entitlement of employees to annual leave under the NES (sections 87 and 93(2) of the Act).

(e) (*Personal leave*) in relation to clause 3.4.1, such will not be applied to exclude or reduce the entitlement of employees to personal leave under the NES (section 96 of the Act).

(f) (*Definition of 'member of immediate family'*) in relation to clause 1.5.13, the definition of 'member of immediate family' is extended to include a 'former spouse' or 'former de facto partner' consistent with the definition of 'immediate family' under section 12 of the Act.

(g) (*Minimum engagement for part time employees*) no part time employees are required to work a roster of less than 3 consecutive hours on any shift, consistent with clause 10.4 of the Modern Award.

(h) (*Weekend and shift penalties*) in relation to clause 2.2.1, at the end of each calendar month GEO will determine whether for any permanent employee who has worked on weekends, or other hours of work which under the Modern Award would have attracted an entitlement to shift penalties (6pm – 6am), there is any shortfall in the total remuneration of that employee over those pay periods when compared with the Modern Award. The amount of any shortfall identified by GEO for an employee plus 1% of the remuneration calculated under the Modern Award for the applicable period will be paid to the employee in the next pay period after the review is completed. Any dispute arising over an issue of shortfall will be dealt with under the Resolution of Disputes provision of the Agreement.

(i) (*Casual rates on Sundays*) in relation to clause 2.4.4 (casual rates on Sundays), at the end of each calendar month GEO will determine whether for any casual employee who has worked on a Sunday during full pay periods ending in that calendar month, there is any shortfall in the total remuneration of that casual employee over those pay periods when compared with the Modern Award. The amount of any shortfall identified by GEO for an employee plus 1% of the remuneration calculated under the Modern Award for the applicable period will be paid to the employee in the next pay period after the review is completed. Any dispute arising over an issue of shortfall will be dealt with under the Resolution of Disputes provision of the Agreement.

(j) (*Family and domestic violence leave*) in relation to family and domestic violence leave, employees may take family and domestic violence leave in the same manner as set out in clause 28 of the Modern Award.

(k) (*Trainees*) GEO undertakes that it will not be engaging any trainee correctional staff under the Agreement.

3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

6.2.19

Date