



Serco Clarence Correctional Supervisors Enterprise Agreement 2026

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1. Definitions

Act	<i>Fair Work Act 2009 (Cth)</i>
Clarence Correctional Centre	Serco's contract with the NSW Government for the purpose of operating the Clarence Correctional Centre.
Agreement	This Enterprise Agreement
Casual Employment	The meaning contained in the dictionary of the Act
Commencement Date	The seventh day after the date on which the Fair Work Commission approves the Agreement
Default Super Fund	Australian Super
Immediate Family	The meaning contained in the dictionary of the Act
NES	The National Employment Standards contained in the Act
NES Shiftworker	For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is an Employee who: works a roster; may be rostered to work ordinary shifts on any of the 7 days of the week over the roster cycle; and is regularly rostered to work on Sundays and public holidays.
Serco	Serco Australia Pty Limited (ACN 003 677 352)

2. About the Agreement

2.1 Name

This Agreement is known as the Serco Clarence Correctional Centre Supervisors Enterprise Agreement 2026.

2.2 Coverage

This Agreement will cover:

- a) Serco Australia Pty Limited (ACN 003 677 352) in respect of its employees within the Clarence Correctional Centre who are covered by this Agreement;
- b) Employees of Serco who are engaged on a full-time basis in the classification of 'Correctional Supervisor' under the [Name of Contract]; and
- c) The Community and Public Sector Union, provided written notice is given in accordance with s 183 (1) of the Act and the Fair Work Commission notes in the document to approve the Agreement that the Agreement covers the Community and Public Sector Union.

2.3 Period of Operation

The Agreement commences operation on the Commencement Date and has a nominal expiry date of 31 March 2029.

2.4 NES Precedence

This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

3. Flexibility

- 3.1 Serco and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 3.2 the agreement deals with one or more of the following matters:
 - a) arrangements about when work is performed;
 - b) overtime rates;
 - c) penalty rates;
 - d) allowances;
 - e) leave loading; and
- 3.3 the arrangement meets the genuine needs of Serco and the Employee in relation to one or more of the matters mentioned in paragraph 3.2; and the arrangement is genuinely agreed to by the employer and employee.
- 3.4 Serco must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under s 172 of the Act; and
 - b) are not unlawful terms under s 194 of the Act; and
 - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 3.5 Serco must ensure that the individual flexibility arrangement:
 - a) is in writing; and
 - b) includes the name of Serco's employing entity and the Employee; and
 - c) is signed by Serco and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- 3.6 includes details of:
 - a) the terms of the Agreement that will be varied by the arrangement; and
 - b) how the arrangement will vary the effect of the terms; and
 - c) 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
 - d) states the day on which the arrangement commences.
- 3.7 Serco must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 3.8 Serco or the 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 Serco and the Employee agree in writing – at any time.

4. Consultation

4.1 This term applies if Serco:

- 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

4.2 For a major change referred to in paragraph 4.1 a):

- a) Serco must notify the relevant employees of the decision to introduce the major change; and
- b) subclauses 4.3 to 4.9 apply.

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

4.4 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;

Serco must recognise the representative.

4.5 As soon as practicable after making its decision, Serco 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
- 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.

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- 4.6 However, Serco is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 4.7 Serco must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 4.8 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 4.2a) and subclauses 4.3 and 4.5 are taken not to apply.
- 4.9 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 Serco'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

- 4.10 For a change referred to in paragraph 4.1b):
- a) Serco must notify the relevant employees of the proposed change; and
 - b) subclauses 4.11 to 4.15 apply.
- 4.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 4.12 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the Employee or Employees advise Serco of the identity of the representative; Serco must recognise the representative.
- 4.13 As soon as practicable after proposing to introduce the change, Serco 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 Serco reasonably believes will be the effects of the change on the Employees; and
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- (iii) information about any other matters that Serco 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).
- 4.14 However, Serco is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 4.15 Serco must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 4.16 In this term:
- relevant employees means the Employees who may be affected by a change referred to in subclause 4.1.

5. Dispute Resolution

- 5.1 If a dispute relates to:
- a) a matter arising under the Agreement; or
 - b) the NES;
- this term sets out procedures to settle the dispute.
- 5.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 5.3 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 management.
- 5.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 5.5 The Fair Work Commission may deal with the dispute in two 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 Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 5.6 While the parties are trying to resolve the dispute using the procedures in this term:
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- 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 Serco to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the 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.

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

6. Types of Employment

Full-Time

6.1 A full-time Employee is engaged to work an average of 38 ordinary hours per week.

Specified Term

6.2 A specified term Employee is one who is employed a specified period of time or for a specified task or project.

6.3 The provisions of this Agreement apply to a specified term Employee except for clause 16.1 and 16.2, clause 17; and subclause 13.18.

Probation

6.4 The employment of all new Employees is subject to a 6-month probationary period.

7. Remuneration

Rates of Pay

7.1 The base rates of pay are contained in Schedule 1 of the Agreement.

7.2 Serco will pay Employees fortnightly by direct funds transfer into a complying account at a bank or other financial institution the Employee nominates. Serco may change the dates or frequency of pay by giving notice of at least a fortnight.

7.3 However, where an Employee's hours of work are averaged over a period which is greater than a fortnight, Serco may pay any overtime relating to that period on the first pay day after the averaging period concludes. Such payments must also occur on a fortnightly basis where required.

Higher Duties

7.4 Serco may require an employee to perform higher duties from time to time.

- 7.5 A Higher duties payment shall be payable to an employee who undertakes the full responsibilities of a higher paid position for the period in which they perform those higher duties.
- 7.6 Higher duties are the difference between an employee's current wage level and the minimum wage range of the position in which he or she is acting or relieving.

Superannuation

- 7.7 Serco will make minimum superannuation contributions on behalf of the Employee in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 7.8 Contributions must be made to a complying superannuation fund which, among other things, offers a MySuper product. An employee may nominate a superannuation fund.
- 7.9 However, if an Employee does not nominate a complying superannuation fund or fails to do so within the prescribed time, Serco will request the Employee's Stapled Superannuation Fund details from the Australian Taxation Office. Serco will make contributions to any Stapled Superannuation Fund details received in response to this request. In the absence of a Stapled Superannuation Fund, Serco will make contributions to the Default Fund (Australian Super), which is a compliant fund offering a MySuper product.
- 7.10 In the event the Default Super Fund ceases to be a compliant fund, Serco will make the contributions to a complying superannuation fund it nominates.

Salary Packaging

- 7.11 Subject to Serco's agreement, an Employee may package part of their base pay for superannuation or other benefits as approved by Serco from time to time.
- 7.12 An Employee will pay any fringe benefits tax and administration costs incurred as a result of the salary packaging arrangement.
- 7.13 Serco's superannuation contributions under clause 7.7 will be calculated based on the relevant pre-salary sacrifice earnings.

8. Ordinary Hours of Work and Rostering

Ordinary Hours of Work

- 8.1 The corrections industry operates 24 hours per day, 7 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
- 8.2 The ordinary hours of work are 38 hours per week, averaged over a period of up to 8 weeks.
- 8.3 Rosters will be arranged such that ordinary hours shifts contain:
- a) a maximum of 12 ordinary hours worked; and
 - b) a minimum of 7.6 ordinary hours worked.

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- 8.4 There must be a break of at least 8 hours between any 2 successive ordinary hours shifts.
- 8.5 Employees may request to change shifts and Serco may agree to the change. Serco is permitted to implement technology which automates shift changes, shift-swapping or similar voluntary changes to the roster.
- 8.6 Any major changes to the rosters will occur following consultation between the Employee, Employee representatives and the Employer in accordance with clause 4 Consultation Term of this Agreement.
- 8.7 Employees shall have at least (7) days' notice of roster line change or less if mutually agreed between the Employee and the Company.
- 8.8 Short term roster changes can be made by agreement with the employee however, where agreement is not reached, a minimum 24 hours' notice will be provided of the change to the employee, taking into account any views provided by the employee regarding the impact of the change, including their personal circumstances.
- 8.9 Where a situation arises that is deemed by Serco to be an emergency, employees may be required to alter their shifts to attend to the emergency without notice.

9. Public Holidays

- 9.1 The Corrections Industry operates 24 hours per day, 7 days per week (including weekends and public holidays).
- 9.2 The NES provide for public holiday entitlements.
- 9.3 Employees have the right to be absent from work on a day or part-day that is a public holiday. Employees are protected from adverse action for reasonably refusing to work on a public holiday.

What are reasonable grounds for requesting or refusing to work on a public holiday

- 9.4 In determining whether an Employer's request or an Employee's refusal to work on a public holiday is reasonable, the following must be taken into account:
- the nature of the Employer's workplace (including its operational requirements) and the nature of the work performed by the Employee
 - the Employee's personal circumstances, including family responsibilities
 - whether the Employee could reasonably expect that the Employer might request work on the public holiday
 - whether the Employee is entitled to receive overtime payments, penalty rates or other extra payments
 - the type of employment (for example, full time, part-time, casual or shiftworker)
 - the amount of notice in advance of the public holiday given by the Employer when making the request
 - the amount of notice in advance of the public holiday given by the Employee in refusing the request
 - any other relevant matter
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9.5 Further information regarding public holidays can be found within the NES.

10. Overtime

10.1 The NES provides for Serco's right to require reasonable overtime.

10.2 Overtime will be paid for any time worked outside or in excess of:

- a) the rostered ordinary hours; or
- b) the maximum ordinary hours for any individual shift; or
- c) 76 ordinary hours per pay fortnight.

10.3 When overtime is worked on any day or shift it will be paid at the following rates:

- a) 150% of the base rate of pay for first 3 hours and 200% of the base rate of pay thereafter for hours worked on Monday to Saturday (inclusive);
- b) 200% of the base rate of pay for all hours on Sunday;
- c) 250% of the base rate of pay for all hours on public holidays.

11. Call Back

11.1 Serco may require Employees to return to any work location to perform duty after they have finished work and left the premises. Serco will pay such an Employee at the appropriate overtime rate for a minimum of:

- a) 3 hours on Monday to Saturday;
- b) 4 hours on Sunday or public holidays.

12. Breaks

Meal Breaks

12.1 Employees are entitled to an unpaid meal break of between 30 and 60 minutes unless they are provided with paid rest breaks under subclause 12.2.

Rest Breaks

12.2 Shiftworkers are entitled to two paid rest breaks of at least 10 minutes in duration at times suitable to operational requirements taking into account the wishes of the Employee.

12.3 Paid rest breaks will count as time worked.

Rest Periods

12.4 Employees are entitled to a rest period of at least 10 continuous hours continuous in each 24-hour period other than in emergency situations.

12.5 Employees required to work due to an emergency situation during or after a rest period is due, will receive overtime in accordance with clause 9.1 for all time so worked until a rest period of at least 8 hours continuous duration is taken.

13. Leave

Annual leave

- 13.1 Employees who are not NES Shiftworkers are entitled to 4 weeks paid annual leave for each completed year of service.
- 13.2 Employees who are NES Shiftworkers are entitled to 5 weeks of paid annual leave for each completed year of service.
- 13.3 An Employee's entitlement to annual leave accrues progressively through a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- 13.4 An authorised people manager must approve annual leave in advance. Requests for annual leave will not be approved where they would impact on the operational requirements of the business. Serco must not unreasonably refuse an Employee's request to take annual leave.
- 13.5 The base rates of pay referenced in Schedule 1 include annual leave loading in compensation for the loss of the ability to work overtime during periods of annual leave.

Cashing Out Annual Leave

- 13.6 An Employee may request Serco to pay out an amount equal to up to 2 weeks of unused, accrued annual leave at their base rate of pay, providing:
 - a) the request is made in writing and if the Employee is under 18 years of age signed by the Employee's parent or guardian;
 - b) the Employee has taken at least 2 weeks of annual leave in the preceding 12 months;
 - c) cashing out the requested amount of annual leave would not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks
 - d) each cashing out of a particular amount of annual leave is documented in a separate agreement in writing between the Employee and Serco;
 - e) the Employee is 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.

Paid Personal Leave

- 13.7 Employees are entitled to 10 days of paid personal leave (sick/carer's leave) for each completed year of service.
- 13.8 An Employee's entitlement to paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- 13.9 In this Agreement, personal leave has the same meaning as that contained in the Act.
- 13.10 The Employee must notify Serco of any absence due to illness, injury or carer's responsibilities as soon as reasonably practicable. The Employee must notify Serco,

providing an indication of the anticipated length of absence and nature of the personal illness, injury or carer's responsibilities giving rise to the absence.

- 13.11 If requested, an Employee must provide evidence that would satisfy a reasonable person as to the nature and circumstances of their leave (such as a medical certificate or statutory declaration). Serco has the discretion to require a medical certificate or other appropriate documentation from a registered health practitioner to verify their absence where this is reasonable.
- 13.12 Notwithstanding clause 13.11, any continuous absence of more than 2 days must be supported by providing a medical certificate.
- 13.13 Failure to notify Serco of an absence or provide evidence in support of an absence may result in unpaid leave for a part or the entire duration of the absence.

Community Service Leave

- 13.14 Employees are entitled to Community Service Leave in accordance with the NES.

Compassionate leave

- 13.15 Employees are entitled to compassionate leave in accordance with the NES.

Domestic and Family Violence Leave

- 13.16 Employees are entitled to Domestic and Family Violence leave in accordance with the NES.

Parental leave

- 13.17 Employees are entitled to unpaid parental leave in accordance with the NES.
- 13.18 Employees are entitled to paid parental leave in accordance with Serco's paid parental leave policy.

Long Service Leave

- 13.19 An Employee is entitled to long service leave in accordance with the relevant long service leave legislation in the State or Territory where the Employee is ordinarily employed.

Leave Without Pay

- 13.20 Serco may approve an employee's request for leave without pay at its absolute discretion on the basis that:
- a) the Employee has exhausted accrued annual leave and long service leave entitlements; and
 - b) taking the leave will not unreasonably affect normal operational requirements of the business; and
 - c) annual leave and personal leave will not accrue during any periods of unpaid leave.

Emergency Leave

- 13.21 The Company will maintain the process where it can grant additional paid leave where the employee is unable to attend their normal place of work due to a natural disaster or state emergency. Each application is judged on a case by case basis and must be submitted in writing to the General Manager.

14. Stand Down

- 14.1 Serco may stand down an Employee for any day or part of a day during which an employee cannot usefully be employed because of any strike, breakdown of equipment, work outage, client altering work patterns, volume or content and any stoppage of work for any cause for which the Company cannot reasonably be held responsible.
- 14.2 However, an Employee may take paid annual leave during part or all of a stand down period described in clause 14.1, subject to their accrued annual leave balance.

15. Suspension

- 15.1 Serco may suspend an Employee without loss of pay at any time, including during a notice period under clauses 16 or 17. The suspension of employment means that Serco may direct an Employee not to:
- a) perform some or all duties;
 - b) attend Serco's places of business; and/or
 - c) access systems or utilise Serco property.

16. Termination of Employment

- 16.1 Serco or an Employee may terminate the Employee's employment by giving one week of notice during a probationary period. Serco may elect to pay a part or all of this notice period in lieu.
- 16.2 Serco or an Employee may terminate the Employee's employment by giving notice in accordance with the following period, other than during a probationary period. Serco may elect to pay a part or all of this notice period in lieu.

Continuous service with Serco	Notice Period
Not more than 1 year	1 week
More than 1 year but 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

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- 16.3 Serco must increase the period in clause 16.2 by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with Serco at the end of the day the notice is given.
- 16.4 Any period of notice may be varied by agreement between Serco and an Employee.
- 16.5 Where an Employee does not provide the required period of notice Serco may deduct the amount equal to the notice not provided up to a maximum of one week's earnings from their total pre-tax termination pay.
- 16.6 The notice periods listed at clause 16.2 do not apply to a specified term or specified task employee whose contract ends due to the effluxion of time or the conclusion of the task, respectively.
- 16.7 Serco has the right to terminate an Employee's employment without notice for serious misconduct or serious or persistent breach of the Employee's terms or conditions of employment. The employee's salary and other entitlements will be paid up to the time of termination only in cases of serious misconduct.

Abandonment of Employment

- 16.8 Subject to the requirements set out in subclause b), Serco may establish that an Employee has abandoned their employment where the Employee has been absent for at least three consecutive days of work where:
- a) the whole of the absence is not authorised or explained; or
 - b) the whole of the absence occurs without the employee notifying Serco before or as soon as practicable after the first day of that absence.
- 16.9 Where an Employee has been absent as described in subclause 16.8, Serco will take reasonable steps to:
- a) attempt to contact the Employee at the personal email, postal address or phone number on their personnel file;
 - b) provide the Employee with an opportunity to explain the absence from work within seven days of the date of Serco's correspondence or contact; and
 - c) genuinely consider any explanation the Employee provides.
- 16.10 An employee is deemed to have abandoned their employment where the Employee fails to respond to contact by Serco or to demonstrate an acceptable reason for the absence. Serco may give notice in accordance with either subclause 16.1 or 16.2.

Clearance from Customer

- 16.11 All employees are required to maintain the necessary approvals and clearances to work at the centre as required by Serco's Customer. Loss of these approvals or clearances will result in an automatic termination of employment. Any Customer approval or permit requirements are at the discretion of the Customer and may be withdrawn or varied at any time.

17. Redundancy

17.1 Redundancy is where Serco no longer requires the job done by an Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

17.2 Redundancy constitutes a significant workplace change, meaning clause 4 applies.

Redundancy Pay

17.3 Serco will give written notice to an Employee whose position is made redundant which includes the termination date and, where possible, an estimate of the final pay the Employee will receive.

17.4 An Employee who is made redundant is entitled to redundancy pay in accordance with the NES, in addition to notice or payment in lieu as described in clause 16. Redundancy pay is based on an employee's continuous service with Serco.

17.5 An Employee is not entitled to redundancy pay under this Agreement if the employee:

- a) resigns prior to receiving written notice of redundancy under clause 17.3 or is dismissed at any time;
- b) is a specified term or specified task employee;
- c) is offered, but declines the offer, of a suitable alternative position within Serco;
- d) is offered a suitable alternative position within Serco or where the employee accepts any other position by choice.

Resignation During Notice Period

17.6 An employee who has received notice of redundancy may resign during the period of notice and will be entitled to the same benefits and payments under this clause had they continued working until the expiry of the notice given by Serco. However, the employee will not be entitled to payment in lieu of notice in such circumstances.

Time Off During Notice Period

17.7 During a period of notice of redundancy given by the Serco, an employee is entitled to up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. An employee may be granted more than one paid day off in each week, subject to providing proof of attendance at an interview (eg, a statutory declaration). Otherwise, the additional days will be treated as unpaid leave.

18. End of Contract

18.1 The following arrangements apply in the event that the Contract is terminated, not renewed or the business is otherwise moved from Serco to another employer:

- a) Serco will not be obliged to pay redundancy pay to an employee upon termination of employment:
 - (i) where an Employee accepts employment with the other employer, and the other employer recognises the Employee's service with Serco as defined in

the Act for the purpose of calculating long service leave, annual leave and redundancy pay; or

- (ii) where an employee rejects an offer of comparable employment with the other employer and 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 Serco; and which recognises the Employee's service with Serco as defined in the Act for the purpose of calculating long service leave, annual leave and redundancy pay.

- 18.2 Serco will provide Employees with written notice employees as soon as practicable, when it becomes aware that the Contract will be terminated, not renewed, or the business otherwise moved to another employer. The written notice will include the details of any comparable alternative employment within Serco.
- 18.3 If requested by the other employer, Serco will provide the incoming tenderer for the Contract a list of employees who have given permission for their details to be provided and who wish to be considered for employment by the other employer.
- 18.4 Serco will provide any Employee whose employment is terminated as a result of the end of the Contract or a change of service provider with notification in writing of that termination, including details of the employee's entitlements (including accrued annual leave) and a statement of service (including length of service, hours of work, classification and shift configuration).
- 18.5 Serco will use best endeavours to facilitate a meeting between the other employer and outgoing Employees who are not offered suitable alternative employment within Serco.

19. Statement of Ethical Intent

The Company commits to transparency, equity, and procedural fairness in the application of this Agreement and in all circumstances pertaining to the employment relationship.

20. Delegates Rights

- 20.1 Clause 35 Provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, Serco is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the Employer has complied.

- 20.2 Definitions

- (a) **delegate's organisation** means the Employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (b) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the Employer in the enterprise.

- 20.3 Before exercising entitlements under Clause 20, a workplace delegate must give Serco written notice of their appointment or election as a workplace delegate. If

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- request, the workplace delegate must provide Serco with evidence that would satisfy a reasonable person of their appointment or election.
- 20.4 An employee who ceases to be a workplace delegate must give written notice to Serco within 14 days.
- 20.5 A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
- a) consultation about major workplace change;
 - b) consultation about changes to rosters or hours of work;
 - c) resolution of disputes;
 - d) disciplinary processes;
 - e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
 - f) any process or procedure within an award, enterprise agreement or policy of Serco under which eligible employees are entitled to be represented and which concerns their industrial interests.
- 20.6 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under subclause 20.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- 20.7 A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.
- 20.8 Serco must provide a workplace delegate with access to or use of the following workplace facilities:
- a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees.
 - b) a physical or electronic noticeboard.
 - c) electronic means of communication ordinarily used in the workplace by Serco to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - d) a lockable filing cabinet or other secure document storage area; and
 - e) office facilities and equipment including printers, scanners and photocopiers.
- 20.9 Serco is not required to provide access to or use of a workplace facility under subclause 35.8 if:
- a) the workplace does not have the facility.
 - b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - c) Serco does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.
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- 20.10 Serco must provide a workplace delegate with access to up to 5 days of paid time during normal working each year to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
- a) In each year commencing 1 April, Serco is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
 - b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
 - c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
 - d) The workplace delegate must give Serco not less than 5 weeks' notice (unless Serco and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
 - e) If requested by Serco, the workplace delegate must provide Serco with an outline of the training content.
 - f) Serco must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
 - g) The workplace delegate must, within 7 days after the day on which the training ends, provide Serco with evidence that would satisfy a reasonable person of their attendance at the training.
- 20.11 A workplace delegate's entitlements under clause 20 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- a) comply with their duties and obligations as an Employee;
 - b) comply with the reasonable policies and procedures of Serco, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - c) not hinder, obstruct or prevent the normal performance of work; and
 - d) not hinder, obstruct, or prevent eligible employees exercising their rights to freedom of association.
- 20.12 Clause 20 does not require Serco to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- 20.13 Clause 20 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.
- 20.14 NOTE: Under section 350A of the Act, Serco must not:
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- a) unreasonably fail or refuse to deal with a workplace delegate; or
 - b) knowingly or recklessly make a false or misleading representation to a workplace delegate;
 - c) unreasonably hinder, obstruct, or prevent the exercise of the rights of a workplace delegate under the Act or Clause 20.
- 20.15 The Company will release one union delegate per annum to attend the annual Union Annual Conference.
- 20.16 Trade Union Delegates, the CPSU and management agree to meet at least quarterly with the purpose being to avoid industrial disputation by the provision of information and the facilitation of dialogue between them. The meetings shall be comprised of:
- a) At least two nominees from management, including at least one from the Senior Management Team;
 - b) Two nominated employee representatives; and
 - c) One industrial staff member of the CPSU NSW.

21. Signatures

Signed on behalf of the Employer

Will Quigley
Chief People Officer – Serco AsPac
Serco Australia Pty Ltd
(ABN 44 003 677 352]
Level 6, Tower 1, Darling Park, 201 Sussex Street, Sydney, New South Wales, 2000

Dated this day of 2026

Signed on behalf of Employees

Troy Wright
Branch Assistant Secretary
Community and Public Sector Union
160 Clarence Street, Sydney, New South Wales, 2000

Dated this day of 2026

Schedule 1 - Base Hourly Rates of Pay

Table One: rates effective from the first pay period to commence on or after 1 April 2026

Classification	Base Hourly Rate of Pay
Correctional Supervisor	\$55.5106

The above pay rate incorporates a 6% wage increase to the 1 April 2025 rate.

Table Two: rates effective from the first pay period to commence on or after 1 April 2027

Classification	Base Hourly Rate of Pay
Correctional Supervisor	\$57.1759

The above pay rate incorporates a 3% wage increase to the 1 April 2026 rate.

Table Three: rates effective from the first pay period to commence on or after 1 April 2028

Classification	Base Hourly Rate of Pay
Correctional Supervisor	\$58.8911

The above pay rate incorporates a 3% wage increase to the 1 April 2027 rate.