



Community and Public Sector Union, NSW Branch
Branch Secretary Stewart Little

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In reply please quote: TW:sl

25 September 2020

Mr Glen Scholes
General Manager
Clarence Correctional Centre
313 Avenue Road
Lavadia NSW 2462

BY EMAIL: glen.scholes@serco-ap.com

Dear Glen,

RE: Potential underpayment issues at Clarence Correctional Centre

The CPSU NSW writes in its capacity as an organisation representing its members with respect to a potential dispute under clause 29 of the *Corrections and Detention (Private Sector) Award 2020*, which applies to employees at Clarence Correctional Centre.

Clause 13.1 of the said Award relevantly states;

“(c) The following time is working time for the purposes of clause 13 and must be paid for at the appropriate rate:

.....
(ii) time occupied by an employee in filling in any time record or cards or in the making of records (other than time spent checking in or out when entering or leaving the employer’s premises);
.....”

The CPSU NSW is aware that the ‘dormakaba’ system, which Serco uses to log employees on and off their shifts has been relocated to the Armoury just beyond the Gatehouse. The logging on and off this system is the “*filling in any time record*” for the purposes of clause 13.1(c)(ii) of the Award and consequently is working time. The CPSU NSW has been advised by several members however that they are not considered on-duty until they reach their post, which given the vast size of Clarence Correctional Centre, can be up to another fifteen minutes later. Obviously the same issue arises in reverse at the completion of a shift. The CPSU NSW asserts that the correct interpretation of the Award is that employees ‘working’ time starts and ends with their logging on in the dormakaba system.

Further, clause 17.3 provides that where an employee is required to take a meal break at a post the employer will provide a meal of suitable quality, or failing that pay a meal allowance of \$17.31 per meal.

Alternatively time off at ordinary rates will be approved where an employee is required to remain on duty through a meal break due to “operational or emergency reasons” in accordance with clause 14.5.

It has been reported to the CPSU NSW by several members that they have been required to take their meal break on their post but have not been remunerated either with an allowance or with ordinary time off in accordance with the Award.

Both of these matters if proven constitute breaches of the relevant Award. The CPSU NSW is aware of members having raised both these issues with their relevant local management but they have not received a response. This has exhausted clause 29.2 of the dispute resolution procedure and consequently this matter is now at clause 29.3 and being raised with yourself.

In order to resolve this dispute the CPSU NSW requires;

1. That Serco recognise this is the correct interpretation of the Award on both points;
2. That Serco provide a written commitment that this is how they will be applied; and,
3. That Serco outline what steps they have taken to ensure staff are both aware of these rights and that breaches of this nature will be averted.

The CPSU NSW is available to meet to discuss either of these matters either in person or by telephone at a mutually convenient time. An appointment can be arranged through Ms Sandra Lockey who is contactable via slockey@psa.asn.au or on (02) 9220 0982.

We look forward to your response which in order to efficiently resolve the matter, we would appreciate within seven days of this correspondence.

Yours sincerely



Troy Wright
Assistant Branch Secretary