



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

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In reply please quote: TW:sl

2 July 2021

Kristine Waite  
Employee Relations Specialist  
Serco Justice & Immigration Services

BY EMAIL : [Kristine.Waite@serco-ap.com](mailto:Kristine.Waite@serco-ap.com)

Dear Kris,

On Thursday 24 June 2021 Serco provided the CPSU NSW for the first time a complete proposal for an enterprise agreement to cover Correctional Case Officers employed at Clarence Correctional Centre. It sought confirmation that its previously put position on wage rates was not supported and feedback on the remainder of the agreement within twenty four hours. Whilst the CPSU NSW was able to satisfy the former request, it was agreed that a week would be given to undertake the latter. This letter serves to provide that feedback.

It should be noted that this was a Herculean task better handled over a longer period of time and as such should not be taken as comprehensive or complete feedback on the proposal. Some of these matters have been well-discussed, some have been matters we have raised concerns about but have not previously had an opportunity to detail our opposition, and some are in response to entirely new claims tabled by Serco in this document that had not been previously seen by our Union.

Furthermore, formulating this response was made more difficult by Serco not providing a “track changes” document building from its previous (partial) drafts of the agreement. We respectfully request that future versions be in this format so that changes made by either party are readily identifiable.

The CPSU NSW raises the following matters with respect to the proposed enterprise agreement (v4.0):

**Clause 3 Period of Operation** – As the CPSU NSW has raised in previous meetings, its support for the proposed term of the agreement (being approximately two years and expiring here on 31 August 2023) was contingent upon salary increases being provided during its term. We note that at Schedule 1 the first proposed ‘uplift’ under the agreement is scheduled for 1 September 2022, meaning employees will be without a salary increase for almost twelve months when the agreement expires. This is not acceptable to the CPSU NSW.

Further, there is no ‘trigger’ clause included, which has been raised in previous meetings, that automatically commences negotiations before the expiry of this agreement.

Given the challenges in getting Serco to initiate enterprise bargaining on this occasion, this is considered a necessity by the CPSU NSW.

**Clause 4 Parties Covered** – the CPSU NSW seeks to be included in this clause at a new (c).

**Clause 5 Relationship with Other Documents** – At clause 5.3 Serco appear to be having an each-way bet. It seeks to create policies that supplement the agreement but not be included within it. Later in the agreement there are entire employment conditions that have been excluded as the CPSU NSW has been advised that these are in policy. It is not acceptable to the CPSU NSW that Serco not include not only these employment conditions in the agreement but the policies it claims to rely upon to convey them, meaning they can be arbitrarily and unilaterally altered or deleted entirely.

**Clause 8 Part time Employee** – This may be a matter of drafting, but the CPSU NSW requires clarification as to clause 8.2. Does overtime become triggered for part time employees on a weekly or fortnightly basis? Provided these options as alternatives most likely means the most restrictive interpretation will be applied.

**Clause 9 Casual Employee** – There has been significant discussion regarding the conversion rights of casual employees in light of recent decisions of both the legislature and the Fair Work commission. The CPSU NSW is seeking legal advice as to whether Serco's proposal at clause 9.5 is adequate detail for such a provision.

**Clause 11 Fitness for Work** – The CPSU NSW has repeatedly raised its objections to the one-sided nature of this proposed clause. In its current form it creates obligations for employees without detailing their rights in respect to reasonable adjustments in the workplace due to injury or illness. As this has already been an issue during Clarence's operation over the last twelve months, the CPSU NSW firmly submits that this would be appropriate and necessary.

**Clause 12 Clearance from the Customer** – The CPSU NSW has objected to the previous iterations of this clause which like 11 created obligations on employees alone. It has previously submitted that a counter balance would be the inclusion of disciplinary procedures, which has been rejected by Serco. We note that this current proposal has a far less onerous requirement, however maintain that the agreement as a whole would be improved by this inclusion.

**Clause 13 Classification and Salaries** – As per correspondence by email on Friday 25 June 2021, the CPSU NSW rejects Serco's offer of \$26.88 per hour as completely insufficient. We have provided extensive submissions as to why this is the case and are yet to receive a response or consideration of these.

**Clause 15 Ordinary Hours of Work** – Clause 15.6 refers to 15.3, but this should be 15.4.

**Clause 16 Roster Flexibility** – The CPSU NSW notes this is a wholly new clause, never previously supplied or discussed by Serco. It is also wholly inadequate for the stated purpose. The CPSU NSW requires discussion around including rostering principles such as minimum breaks, long breaks, maximum number of successive shifts worked and other matters.

**Clause 17 Breaks** – the proposal by Serco of a break every six hours is a departure from the industry standard five hour interval and the CPSU NSW would require further information about its implementation and impact across the roster. What occurs for example in a twelve hour shift? Further 17.4 does not detail how many rest breaks there are. The word “times” in the clause infers there is more than one but the singular use of “break” does not.

**Clause 19 Shift Penalties** – As per its previous submissions, the CPSU NSW seeks to understand why an allowance for permanent nightshift has not been included and the operational impacts of this.

**Clause 21 Allowances** – The CPSU NSW has raised in its log of claims its position regarding an ERT and Health and Fitness allowance, but to date has not had an opportunity to flesh out these submissions. Their exclusion in the agreement at this time is unsatisfactory. Further, should not the agreement include the award right of a dog handler’s allowance?

**Clause 23 Annual Leave** – The second sentence of clause 23.7 is superfluous and not entirely historically correct.

**Clause 24 Personal Leave** – We have made our opposition to this reduced entitlement based on hours p/year rather than shifts well known, and this remains the case, particularly at a time of a global pandemic and the heightened risks this poses for staff and inmates where employees may be forced to attend work when ill because of inadequate leave balances. The CPSU NSW urges reconsideration on this clause.

**Clause 25 Other Leave** – The brevity of this clause is unworkable and rejected outright. The agreement needs to be populated with extended leave, emergency services leave, jury/witness leave, domestic violence leave, natural disaster leave, compassionate leave and arguably most importantly, parental leave provisions for the CPSU NSW to be satisfied.

**Clause 30 Dispute Resolution** – As previously documented, the CPSU NSW does not agree with 30.2(b).

**Clause 31 Consultation** – As previously documented, the CPSU NSW does not agree with 31.1(a). Furthermore, where is the previously agreed clause regarding a Consultative Committee?

**Clause 32 Trade Union Delegates** – An additional sub-clause regarding the CPSU NSW's attendance at staff inductions is sought.

The concerns raised above by the CPSU NSW are grave and substantial enough for it to advise that were this agreement in its proposed form put to a vote of employees to accept, it would advise its members in the strongest possible terms to reject the offer.

We have always been available and open to further negotiation in good faith and believe this remains the favoured path forward to resolve these differences in our positions. As such we would be available to attend a meeting with the bargaining representatives of the Company at any time, COVID-19 restrictions permitting.

There remains significant work, including drafting, to be undertaken before this agreement resembles something the CPSU NSW could accept. We share Serco's stated interest in resolving this negotiation in a timely manner, and urge Serco to resume negotiations on the above points, *inter alia*, at the earliest opportunity.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Troy Wright', written in a cursive style.

Troy Wright  
**Branch Assistant Secretary**