



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Serco Australia Pty Limited**  
(AG2022/5598)

## **THE SERCO CLARENCE CORRECTIONAL CASE OFFICERS ENTERPRISE AGREEMENT 2021**

Corrections and detentions

DEPUTY PRESIDENT EASTON

SYDNEY, 24 FEBRUARY 2023

*Application for approval of the Serco Clarence Correctional Case Officers Enterprise Agreement 2021.*

[1] Serco Australia Pty Limited (**the Employer**) has made an application for the approval of the *Serco Clarence Correctional Case Officers Enterprise Agreement 2021* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

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

[3] The CPSU, the Community and Public Sector Union (**CPSU**) was a bargaining representative for the Agreement and has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the CPSU.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 March 2023. The nominal expiry date of the Agreement is 3 March 2025.



DEPUTY PRESIDENT

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# **Serco Clarence Correctional Case Officers Enterprise Agreement 2022**

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## **ABOUT THIS AGREEMENT**

### **2. TITLE**

This Agreement will be known as the *Serco Clarence Correctional Case Officers Enterprise Agreement 2021* (the “**Agreement**”).

### **3. PERIOD OF OPERATION**

The Agreement commences operation 7 days after it is approved by the Fair Work Commission (Commencement Date) and shall reach its nominal expiry date two years after the Commencement Date.

The Parties to this Agreement agree to re-open negotiations for a replacement Agreement at least three months prior to the expiry of this Agreement.

### **4. SCOPE AND PARTIES COVERED**

This Agreement covers:

- (a) Serco Australia Pty Limited (ABN 44 003 677 352) (the **Company**); and
- (b) Employees employed at Clarence Correctional Centre (“Centre”) within the classifications set out in **Schedule A** of this Agreement; and
- (c) The Community and Public Sector Union (CPSU), provided written notice is given in accordance with section 183(1) of the *Fair Work Act 2009* (Cth) (FW Act) and the Fair Work Commission notes in the document to approve the Agreement that the Agreement covers the CPSU.

### **5. RELATIONSHIP WITH OTHER DOCUMENTS**

- 5.1 This Agreement operates to the exclusion of any and all Awards and supersedes any previous agreement or arrangements.
- 5.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (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.
- 5.3 The Company may create policies that supplement this Agreement, but these policies do not form part of this Agreement.

### **6. CATEGORIES OF EMPLOYMENT**

- 6.1 Employees may be engaged on a permanent, fixed term or casual basis. Permanent and fixed term employees may be engaged as either full time or part time.

### **7. FULL TIME EMPLOYEE**

- 7.1 A full-time employee is an employee engaged as such who works an average (over a roster cycle) of 38 ordinary hours per week.

### **8. PART TIME EMPLOYEE**

- 8.1 A part time employee is one who is engaged as such, and who works an average of up to 38 ordinary hours per week over a roster cycle.
- 8.2 At the time of engagement, the Company and the part-time employee will agree on the average weekly hours to be worked over each roster cycle. This will be specified in their Contract of Employment and may be varied on either a permanent or temporary/ad hoc basis by agreement between the employee and the Company.

- 8.3 In any roster cycle, hours worked by a part time Employee in addition to the average weekly hours stipulated within their contract of employment will be treated and paid as overtime.
- 8.4 Any benefits provided to part time Employees under this Agreement will be calculated pro-rata to the full-time entitlement.

**9. CASUAL EMPLOYEE**

- 9.1 For the purposes of this Agreement, “casual Employee” has the same meaning as in the Act.
- 9.2 A casual Employee will be paid at the Base Rate of Pay for their classification as specified in Schedule B of this Agreement. In addition to this they will also receive a casual loading of 25% of the Base Rate of Pay specified in Schedule B on all ordinary hours worked.
- 9.3 The casual loading is provided in lieu of any benefits that an Employee is not entitled to receive by virtue of the casual basis of their employment.
- 9.4 A casual Employee will be engaged for a minimum of three (3) hours.
- 9.5 In some circumstances a casual Employee may have a right to convert to permanent employment in accordance with the Terms of the Act.

**10. CONTRACT OF EMPLOYMENT**

- 10.1 Employment of all new employees (except casuals) will be subject to a probationary period of 6 months from the date of their commencement with the Company.
- 10.2 All employees will provide quality supervision and management of offenders to maximise beneficial correctional outcomes, and to strive towards exceeding minimum requirements.
- 10.3 It is a condition of employment that employees maintain a state of readiness on duty and conduct themselves in a manner which ensures their ability to respond throughout their period of duty.
- 10.4 All employees must perform their duties diligently to the best of their ability in a professional manner.
- 10.5 In recognition of the operational and effectiveness requirements of the Company and to create more varied and interesting work for employees, it is a condition of employment, subject to appropriate training and competency, that each employee may be available to work as required on any work within his/her skill, competence and training and that each employee shall acquire the skills and learn any other posts as directed and shall provide instruction and/or training to another employee as required.
- 10.6 It is a requirement of the Company that employees will rotate through different correctional tasks across the Centre. This cross deployment will ensure that experience and skills will be gained in different tasks and duties associated with the operation in order to maximise operational flexibility.
- 10.7 All employees will be responsible to ensure that they hold and maintain the appropriate qualifications and/or certifications required to undertake the position in which they are employed, and other qualifications/certificates as required by the Company.
- 10.8 The Company will pay associated fees for any required qualifications/certifications. Fees will not be paid for any qualifications/certification without prior approval from the Company.
- 10.9 Employees will support the development of others by assisting with their induction, onboarding and familiarisation and the provision of training and mentoring as directed by the Company.

## **11. FITNESS FOR WORK**

- 11.1 Employees will be required to participate in Company initiatives that are designed to support the attainment and maintenance of a suitable level of fitness for work.
- 11.2 Employees must promptly notify the Employer of any health issue or injury that has the potential to impact on their fitness for work.

## **12. CLEARANCE FROM THE CUSTOMER**

- 12.1 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.

## **REMUNERATION**

### **13. CLASSIFICATION AND SALARIES**

- 13.1 The Base Rate of Pay for each classification is set out in **Schedule B**.
- 13.2 Increases to the Base Rate of Pay for each classification are set out in **Schedule B**.
- 13.3 Employees may salary sacrifice part of their pay in accordance with policy.
- 13.4 The penalty rates, loadings and other additional rates prescribed in this Agreement, including but not limited to overtime penalties and shift penalties, do not have cumulative or concurrent effect. That is, where more than one penalty rate or loading is prescribed by this Agreement as applying to an employee, the employee is only entitled to the penalty rate or loading that provides the employee with the greatest entitlement.

### **14. SUPERANNUATION**

- 14.1 The Company will make superannuation contributions in compliance with relevant superannuation legislation.
- 14.2 Superannuation contributions will be paid into a superannuation fund as nominated by the employee, provided it is a fund complying with the relevant legislation. Should an employee fail to nominate a fund, the Company will pay contributions into Australian Super (being a complying fund that offers a MySuper product).

### **15. ORDINARY HOURS OF WORK**

- 15.1 The corrections and detention 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.
- 15.2 Ordinary hours can be averaged over a roster cycle of up to 8 weeks.
- 15.3 Shifts may include a maximum of 12 ordinary hours worked and a minimum of 3 ordinary hours worked.
- 15.4 An employee is entitled to a rest period of at least 10 hours continuous duration between successive ordinary hours shifts other than in emergency situations.
- 15.5 An employee required to work, as a result of an emergency situation, during or after a rest period is due, will be paid at overtime rates in accordance with this Agreement for all time so worked until a rest period of at least 8 hours continuous duration is taken.

## **16. ROSTER FLEXIBILITY**

- 16.1 Employees will work shifts in accordance with rosters established by the Company. The Company will deploy employees to rosters, to meet the operational needs of each work area within the Centre.
- 16.2 Employees (other than casuals) shall have at least seven (7) days' notice of change of roster or less if mutually agreed between the employee and the Company. Provided that, where an emergency arises, 24 hours' notice will apply. Casuals may be notified of roster changes no later than 2 hours prior to the commencement of work.
- 16.3 Subject to the prior approval of the Company, employees may mutually agree to shift swaps. Swapped shifts must fall within the same pay fortnight. Shift swaps will only be approved and can only be worked where there is no additional cost to the Company.

## **17. BREAKS**

- 17.1 Where an employee works more than 6 continuous ordinary hours on any shift, they will receive a paid meal break of not less than 30 minutes.
- 17.2 Meal breaks will be arranged by the Company to meet operational requirements. Where work is required to be performed urgently, the meal break may be deferred, but will be taken as soon as practicable.
- 17.3 To meet operational requirements the Company may split Meal Breaks into multiple smaller breaks so long as the total time taken as a break is not reduced.
- 17.4 If for operational or emergency reasons the employee is required to remain at post during their break(s), they may take any breaks at post during their hours of duty without a specific meal break time being set.
- 17.5 Employees are entitled to a Rest Break of 10 minutes without loss of ordinary time pay, to be taken at such times as will not interfere with the continuity of work where such continuity is necessary. This time will be counted as time worked.

## **18. OVERTIME**

- 18.1 Overtime will be paid for any time worked in excess of either:
- a) the maximum ordinary hours for any individual shift; or
  - b) 76 ordinary hours per pay fortnight; or
  - c) for full time and part time employees, any time worked in excess of rostered or contracted ordinary hours (as set and/or varied in accordance with this Agreement).
- 18.2 Employees may be required to work reasonable additional hours as overtime as directed by the Company.
- 18.3 When overtime is worked it will be paid at the rates listed in **Schedule C**.
- 18.4 In calculating overtime payments each day stands alone.
- 18.5 Overtime is not payable unless it is approved by the Company in advance of the overtime being worked.
- 18.6 For an employee who is recalled back to the workplace in order to work overtime, after they have ceased duty for the day and left the location at which they were performing work, a minimum payment of 4 hours will apply, provided the employee has actually returned to the workplace and commenced duty.
- 18.7 An employee may elect, with the consent of the Company, to accrue time off in lieu instead of receiving payment for overtime. Time off in lieu will accrue at same rate as the overtime it replaces.



- 18.8 Time in lieu must be taken:
- a) within 6 months of its accrual; and
  - b) at a time or times within that period of 6 months agreed by the employee and Employer.

18.9 Accrued and unused time in lieu will be cashed out:

- a) six months after its accrual; or
- b) at any time upon the request of the employee.

**19. SHIFT PENALTIES**

19.1 Employees will be entitled to shift penalties paid on the hourly Base Rate of Pay for any ordinary hours worked in specified spans as follows:

<b>Shift</b>	<b>Hours</b>	<b>Additional Penalty on the Base Rate</b>
<b>Night span</b>	Between 1800 hrs and 0600 hours, Monday to Friday	15%
<b>Night span (Permanent Night Work)</b>	Between 1800 hrs and 0600 hours, Monday to Friday	30%
<b>Saturday span</b>	Between 0000 hrs and 2400 hours, Saturday	50%
<b>Sunday span</b>	Between 0000 hrs and 2400 hrs, Sunday	100%
<b>Public Holiday</b>	Between 0000 hrs and 2400 hrs, public holidays	150%

19.2 For the purposes of the above, Permanent Night Work occurs where an employee performs work during a night span over the whole period of a roster cycle (of up to eight weeks) in which more than two thirds of the employee’s ordinary shifts include ordinary hours between midnight and 0600 hours.

**20. PUBLIC HOLIDAYS**

20.1 Public holiday entitlements will be in accordance with the NES.

**21. ALLOWANCES AND EXPENSES**

21.1 The Company will pay a meal allowance of \$18.05 when an employee is required to work more than 2 hours of overtime. This allowance will not be payable if the Company provides a meal or reimbursement for a meal.

21.2 If required by the employer to commence and cease work at other than the employee’s normal place of work, the employee will, in addition to all other entitlements, be paid for all time in excess of that normally taken to travel between the employee’s residence and normal place of work at the relevant ordinary time rate specified in Schedule B, in addition to all other entitlements.

21.3 An employee will be paid an allowance if required to be on duty away from the employee’s normal place of work during meal times as follows:

- a) breakfast between 6.00 am and 8.00 am—\$21.13;

- b) lunch between 12 noon and 2.00 pm—\$21.13;
- c) dinner after 6.00 pm—\$35.22.

This allowance will not be payable if the Company provides a meal or reimbursement for a meal.

- 21.4 The Company will reimburse mileage for approved work-related travel, excluding for journeys between home and work, at the rate as varied by the Australian Taxation Office.

## **22. UNIFORMS**

- 22.1 The Company will provide employees with uniforms free of charge, which will be replaced on a fair wear and tear basis. The uniform remains the property of the Company, must be worn as directed, and returned to the Company upon ceasing employment.

## **LEAVE ENTITLEMENTS**

### **23. ANNUAL LEAVE**

- 23.1 Full time employees are entitled to 4 weeks (152 hours) annual leave per year of service. In addition to this NES Shift workers (as defined) will be entitled to a further one week of annual leave per year of service.
- 23.2 For the purposes of this clause and the NES, an NES shift worker is an employee:
  - a) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the 7 days of the week: and
  - b) who is regularly rostered to work on Sundays and public holidays.
- 23.3 Annual leave will accrue progressively based on ordinary hours worked.
- 23.4 Part-time employees will accrue annual leave on a pro-rata basis.
- 23.5 The Company may direct an employee to take annual leave when their accrued annual leave entitlement exceeds 8 weeks (or pro rata equivalent for part time employees).
- 23.6 An employee may submit a request in writing that the Company cash out accrued annual leave entitlements at the same amount that would have been payable if the employee had taken the leave, subject to:
  - a) The employee having taken at least 2 weeks annual leave in the past 12 months; and
  - b) The cashing out not resulting in the employee's remaining accrued annual leave balance being less than 4 weeks, and
  - c) Each agreement to cash out being documented separately in writing.
- 23.7 An employee will be paid an annual leave loading of 17.5% calculated on the employee's Base Rate of pay in addition to payment for annual leave. This loading is provided due to the inability of employees to work overtime whilst on annual leave.

### **24. PERSONAL LEAVE**

- 24.1 Personal leave will be provided in accordance with the NES.
- 24.2 This currently provides that full time employees will accrue 10 days (76 hours) paid personal leave per year of service and that this will accrue progressively based on hours worked.
- 24.3 Employees are required to notify the Company as soon as practicable of the intent to take personal leave. The Company may require an employee to provide evidence to support a claim for personal leave. At its discretion the Company may require that this evidence be in the form of a medical certificate. If an employee fails to comply with these notice or evidence requirements their leave will not be approved or paid.

**25. PARENTAL LEAVE**

25.1 Eligibility for and access to parental leave will be determined in accordance with Serco’s policy as amended from time to time.

**26. COMPASSIONATE LEAVE**

26.1 Compassionate Leave will be provided in accordance with the NES.

**27. OTHER LEAVE**

27.1 Additional Leave benefits will be provided in line with the *Fair Work Act* and Company policy where superior.

**TERMINATION, REDUNDANCY AND ABANDONMENT OF EMPLOYMENT**

**28. TERMINATION OF EMPLOYMENT**

28.1 During the probationary period the employment of a full time or part time employee may be terminated for any reason by either the Employee or the Company by giving one week’s notice to the other party.

28.2 After the probationary period has ended the employment of a full time or part time employee may be terminated by one party giving notice to the other in accordance with the scale set out below:

Period of continuous service with the Company	Required notice of termination to be given by the Company to Employee		Required period of notice to be given by Employee to the Company
	Default	Employee > 45 years old and who have at least 2 years continuous service	
Not more than 1 year	1 week	1 week	1 week
More than 1 year but not more than 3 years	2 weeks	3 weeks	2 weeks
More than 3 years but not more than 5 years	3 weeks	4 weeks	3 weeks
More than 5 years	4 weeks	5 weeks	4 weeks

28.3 The employment of a casual employee may be terminated by either the employee or the Company without notice.

28.4 Despite any other term of this Agreement the Company may summarily dismiss an employee without notice at any time for serious misconduct.

28.5 The Company may elect to pay an employee an equivalent amount in lieu of any period of notice (or part thereof) required by this Agreement.

28.6 If an employee fails to give the required notice, the Company may withhold from monies due an amount equal to the notice not provided (up to a maximum of one week’s wages).

28.7 Upon termination, an employee will return to the Company all property belonging to the Company, including any uniforms, keys, computer files (including emails) and documents.

## **29. REDUNDANCY**

29.1 Redundancy entitlements will be in accordance with the *Fair Work Act*.

## **30. ABANDONMENT OF EMPLOYMENT**

30.1 An employee's absence from work without notifying the Company of the reason for such absence for a period of four (4) consecutive rostered days/shifts will be prima facie evidence that the employee has abandoned their employment. Prior to terminating the Employee's employment in these circumstances, the Company will attempt to contact the employee via telephone and/or email and will send a written notice to the employee that seeks an explanation for the absence. This may be sent by email.

30.2 Where abandonment of employment is established, the employee's employment will be terminated, and his/her entitlements will be calculated in accordance with the *Fair Work Act*.

## **FLEXIBILITY, DISPUTE SETTLEMENT AND CONSULTATION**

### **31. INDIVIDUAL FLEXIBILITY ARRANGEMENT**

30.1 The Company and an employee may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of this Agreement if:

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

- (i) Arrangements about when work is performed
- (ii) Overtime rates
- (iii) Penalty rates
- (iv) Allowances
- (v) Leave Loading

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

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

31.2 The Company must ensure that the terms of the IFA:

(a) Are about permitted matters under section 172 of the Act; and

(b) Are not unlawful terms under section 194 of the Act; and

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

31.3 The Company must ensure that the IFA:

(a) Is in writing; and

(b) Includes the name of the Company 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 IFA that will be varied by the arrangement; and

(ii) How the IFA 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 IFA; and

- (e) States the day on which the IFA commences.
- 31.4 The Company must give the employee a copy of the IFA within 14 days after it is agreed to.
- 31.5 The Company or employee may terminate the IFA:
  - (a) By giving no more than 28 days written notice to the other party to the IFA; or
  - (b) If the Company and employee agree in writing - at any time.

## **32. DISPUTE SETTLEMENT PROCEDURE**

- 32.1 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.
- 32.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 32.3 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.
- 32.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 32.5 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.*

- 32.6 A decision of the Fair Work Commission 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.
- 32.7 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 employer 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.

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

### **33. CONSULTATION**

33.1 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 or ordinary hours of work of employees.

33.2 Major change

For a major change referred to in paragraph 33.1 (a):

- (a) The employer must notify the relevant employees of the decision to introduce the major change; and
- (b) Subclauses (c) to (j) apply.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
  - (i) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) The employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (e) As soon as practicable after making its decision, the employer must:
  - (i) 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
- (f) 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.
- (g) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (h) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (i) 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 31.2 (a) and subclauses 31.3 and 31.5 are taken not to apply.

- (j) In this term, a major change is ***“likely to have a significant effect on employees”*** if it results in:
- (i) the termination of the employment of employees; or
  - (ii) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain employees; or
  - (vi) the need to relocate employees to another workplace; or
  - (vii) the restructuring of jobs.

### 33.3 Change to regular roster or ordinary hours of work

For a change referred to in paragraph 33.1 (b):

- a) the employer must notify the relevant employees of the proposed change; and
- b) subclauses (c) to (h) apply.
- c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- d) If:
  - (i) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) The employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (e) As soon as practicable after proposing to introduce the change, the employer must:
  - (i) discuss with the relevant employees the introduction of the change; and
  - (ii) for the purposes of the discussion – provide to the relevant employees:
- (f) As soon as practicable
  - (i) discuss with the relevant employees the introduction of the change; and
  - (ii) 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
    - (iv) 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).

- (g) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (h) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (i) In this term:  
*“relevant employees”* means the employees who may be affected by a change referred to in subclause 33.1.

### **34. TRADE UNION DELEGATES**

- 34.1 Appointed union delegates will be confirmed in writing to the Company as soon as reasonably practicable.
- 34.2 Subject to operational requirements, union delegates will be granted reasonable paid time during normal working hours to perform their role as delegates. Delegates are required to gain approval from their manager prior to using this time so that the operational requirements of the Centre can be considered, and any alternate arrangements can be made.
- 34.3 The Company may provide union delegates with up to 5 days of paid leave per calendar year to undertake approved trade union training. Leave may be granted subject to operational requirements. Applications to use this training must be:
  - (a) made in writing; and
  - (b) made at least 4 weeks in advance of the requested dates; and
  - (c) be accompanied by evidence to support the claim including confirmation of the start and stop dates, content of the training etc.
- 34.4 The Company will release one union delegate per annum to attend the annual Union Annual Conference.
- 34.5 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.



**35. SIGNATURES**

Signed for and on behalf of Serco Australia Pty Limited



13/12/2022

Signature

Date

Julie Carroll

Chief Human Resources Officer

Level 23, 60 Margaret Street Sydney NSW 2000

Signed for and on behalf of the employees



12 December 2022

Signature

Date

Name:

Troy Wright

Position:

Branch Assistant Secretary CASU NSW

Address:

160 Clarence Street Sydney NSW 2000

## **SCHEDULE A – CLASSIFICATIONS**

### **A.1 Trainee Correctional Case Officer**

- A.1.1 Relates only to Correctional Officer recruit training, typically a course of around 6 – 10 weeks including an on-the-job training component.
- A.1.2 The purpose of the recruit training is to provide an understanding of the prison environment and equip staff with the basic skills and knowledge to enable them to work effectively in a prison environment.

### **A.2 Correctional Case Officer Level 1 and Level 2**

- A.2.1 A Correctional Case Officer is an employee who has fulfilled the training requirements set down for a Trainee Custodial Officer, or who has been assessed as meeting these requirements through the employer's Recognition of Prior Learning (RPL) program, and whose indicative tasks will be limited to those specified therein.
- A.2.2 The primary objective of the Correctional Case Officer is to ensure, on a day-to-day basis, provision of quality services to prisoners, including prisoner rehabilitation, case management, and to actively participate in the operation and determination of priorities of any one of the assigned areas.
- A.2.3 Progression from Correctional Case Officer Level 1 to Level 2 is based on the satisfactory completion of the equivalent of one year of full-time service in that classification and possession of Certificate III in Correctional Practice.
- A.2.4 Indicative tasks of a Correctional Case Officer are to:
  - Supervise the behaviour and activities of prisoners on a day-to-day basis in accordance with a correctional centre's routine or structured day.
  - Interact with prisoners and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation and the Operating Manual.
  - Take part in the rehabilitation of prisoners by actively participating in and overseeing their work and program activities, particularly through prisoner rehabilitation involving the use of case management principles.
  - Monitor and maintain the dynamic and static security requirements of a correctional centre, reporting orally and in writing any unusual behaviour or occurrence, which could result in a breach of security.
  - Undertake searches and perform escort duties of prisoners both within a correctional centre and externally when required.
  - Participate in the reception, induction, transfer and discharge of prisoners in accordance with the policy and procedures of the employer.
  - Supervise and co-ordinate other custodial staff assigned within the area of responsibility.
  - Participate in quality assurance teams as assigned by management, in order to assist with the implementation of quality standards throughout the centre.
  - Comply with Work Health and Safety and Equal Employment Opportunity (EEO)/Affirmative Action requirements in accordance with relevant legislative requirements and contribute to the maintenance and improvement of safety and equity in the workplace.

A.2.5 Competencies of a Correctional Case Officer are:

- Demonstrated knowledge of the Operating Manual and other policies and procedures of the employer.
- Demonstrated high level of communication skills, including the ability to negotiate and interact with people from various ethnic backgrounds.
- Ability to write comprehensive reports and correspondence.
- Ability to initiate new ideas and apply creative solutions to the resolution of problems.
- Ability to be decisive and handle situations in a firm, fair and equitable manner.
- Basic level of computer literacy.
- Demonstrated knowledge of Equal Employment Opportunity, Affirmative Action Plan and Workplace Health and Safety Principles.

**A.3 Correctional Case Officer Level 3**

A.3.1 In addition to the competencies required under Correctional Case Officer Level 1 and 2, a Correctional Case Officer Level 3 is required to:

- Take the lead in mentoring Correctional Case Officer Level 1 employees achieve Certificate III Correctional Practice accreditation.
- Eligible to act as Supervisor.
- Assist managers and supervisors with on the job training and development activities of Correctional staff e.g., change in policy and processes.

**SCHEDULE B – BASE RATES OF PAY & PROGRESSION**

**B.1 Base Rates of Pay**

B.1.1 Base Rates of Pay are set out in the following table.

Classification	Base Hourly Rate of Pay		
	Current Rates	From the first full pay period on or after the Commencement Date of this Agreement	From the first full pay period after the one year anniversary of the Commencement Date of this Agreement
Trainee Correctional Case Officer	\$21.10	\$23.00	\$24.00
Correctional Case Officer Level 1	\$24.21	\$27.00	\$28.00
Correctional Case Officer Level 2	\$26.88	\$28.00	\$29.00
Correctional Case Officer Level 3		\$30.00	\$31.00

B.1.2 In this Agreement “Base Rate of Pay” – has the same meaning as in section 16 of the *Fair Work Act*.

**B.2 Progression**

B.2.1 Progression from Correctional Case Officer Level 1 to Correctional Case Officer Level 2 is based on:

- satisfactory completion of one year of full-time service (or equivalent service as a part timer or casual) in that Classification
- possession of Certificate III in Correctional Practice.
- Meeting the required competencies as outlined in Schedule A (Classifications).

B.2.2 Decisions about eligible employees’ progression from Correctional Case Officer Level 2 to Correctional Case Officer Level 3, will be based on meeting the required competencies as outlined in Schedule A (Classifications Definitions) and:

- have successfully completed three (3) years full time service (or equivalent if part time)
- performing at a consistent standard demonstrating Serco Values in their day-to-day duties.
- Satisfactory completion of any Units of Competency drawn from the Certificate IV Correctional Practice that the employer may require from time to time. At the time this Agreement was made the following three units are required:
  - CSCOFM010 Support offender to maintain positive relationships
  - CSCOFM015 Implement planned approach to offender management
  - CHCCSM005 Develop, facilitate and review all aspects of case management.
- Satisfactory performance appraisals.
- No outstanding performance issues in the preceding 12 months including any misconduct investigations.
- Compliance with Serco’s leave policy(s) in relation to any absences.

**SCHEDULE C – OVERTIME RATES**

**C.1 Overtime Rates**

C.1.1 The overtime payment rates in the following table apply from the first full pay period after the Commencement Date of this Agreement.

Classification	Overtime Hourly Rates		
	First 3 hours Monday to Saturday	All hours worked after 3 hours Monday to Saturday All hours worked on a Sunday	All hours worked on a Public Holiday
Trainee Correctional Case Officer	\$34.50	\$44.00	\$55.00
Correctional Case Officer Level 1	\$40.50	\$52.00	\$60.00
Correctional Case Officer Level 2	\$42.00	\$53.00	\$65.00
Correctional Case Officer Level 3	\$45.00	\$55.00	\$67.00

C.1.2 The overtime payment rates in the following table apply from the first full pay period after the one year anniversary of the Commencement Date of this Agreement.

Classification	Overtime Hourly Rates		
	First 3 hours Monday to Saturday	All hours worked after 3 hours Monday to Saturday All hours worked on a Sunday	All hours worked on a Public Holiday
Trainee Correctional Case Officer	\$36.00	\$45.00	\$56.00
Correctional Case Officer Level 1	\$42.00	\$53.00	\$61.00
Correctional Case Officer Level 2	\$43.50	\$54.00	\$66.00
Correctional Case Officer Level 3	\$46.50	\$56.00	\$68.00