



# DECISION

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

**Serco Australia Pty Limited**  
(AG2025/697)

## **SERCO CPSU ACACIA PRISON GENERAL ENTERPRISE AGREEMENT 2024**

Corrections and detentions

COMMISSIONER SCHNEIDER

PERTH, 4 APRIL 2025

*Application for approval of the Serco CPSU Acacia Prison General Enterprise Agreement  
2024*

[1] Serco Australia Pty Limited (the Applicant) has made an application for the approval of an enterprise agreement known as the *Serco CPSU Acacia Prison General Enterprise Agreement 2024* (the Agreement). The application was made under section 185 of the *Fair Work Act 2009* (Cth) (the Act). The Agreement is a single enterprise agreement.

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

[3] In compliance with section 190(4) of the Act, the bargaining representative's views regarding the undertaking proffered were sought. They were provided with the opportunity to raise and address any objections they had to the undertakings proffered. No objection was raised.

[4] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of sections 186, 187, 188, and 190 of the Act as are relevant to this application for approval have been met.

[5] Clause 2.5 of the Agreement provides that where there is any conflict with the National Employment Standards (NES) and the Agreement the NES will apply to the extent of the inconsistency.

[6] The Community and Public Sector Union and the Western Australian Prison Officers Union (the Unions), being bargaining representatives for the Agreement, have given notice under section 183 of the Act that they seek to be covered by the Agreement. In accordance

with section 201(2) of the Act, and based on the declarations provided, I confirm that the Unions are covered by the Agreement.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 11 April 2025. The nominal expiry date of the Agreement is 30 June 2026.



COMMISSIONER

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## **Serco CPSU Acacia Prison General Enterprise Agreement 2024**

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

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## About this Agreement

### 1. Title

- 1.1 This Agreement is to be known as the “Serco CPSU Acacia Prison General Enterprise Agreement 2024”, and is made pursuant to Part 2-4, Division 2 of the *Fair Work Act 2009*.

### 2. Scope, Application and Parties Bound

- 2.1 This Agreement covers
- a) Serco Australia Pty. Limited ABN: 44 003 677 352 (Employer or Company);
  - b) all persons employed by Serco Australia Pty. Ltd. at Acacia Prison in Western Australia, who are engaged in the job classifications set out in the attached schedules.
  - c) The Community and Public Sector Union State Public Sector Federation Group (CPSU).
- 2.2 This Agreement excludes and does not apply to the following positions:
- a) Senior Executive positions including the Director, Deputy Director and Assistant Directors;
  - b) Employees covered by the Serco Acacia Prison Nurses (ANF) Collective Workplace Agreement 2021;
  - c) Managers employed in all areas including Finance, Industries, Stores, Kitchen, Intelligence, Facility Services, Information Technology, Education, Quality Assurance, Compliance, Sentence Management, Resettlement, Vocational Training, Indigenous Initiatives, Gymnasium and Medical;
  - d) Operational Managers; and.
  - e) Any position created after the date the Fair Work Commission approves this Agreement (that is not contained in the attached wage schedules) when such position is classified as a managerial post with a total remuneration package in excess of \$80,000 per annum.
- 2.3 Subject to s.55 of the *Fair Work Act 2009*, this Agreement excludes and wholly replaces the Corrections and Detention (Private Sector) Award 2010 and the Clerks-Private Sector Award 2010, which may otherwise, but for this clause, apply to Employees whose employment falls within the scope and application of this Agreement.
- 2.4 This Agreement replaces the Serco CPSU Acacia Prison General Enterprise Agreement 2022.
- 2.5 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.
- 2.6 It is the specific intention of the parties to this Agreement that each provision of this Agreement is to be interpreted as not containing any unlawful terms or discriminatory terms.

### 3. Period of Operation & Replacement

- 3.1 This Agreement will operate from seven (7) days after approval by the Fair Work Commission until a nominal expiry date of 30 June 2026. This Agreement will continue to remain in force until it is replaced by a new Agreement, provided that the Agreement may be terminated or varied in accordance with the provisions of the *Fair Work Act 2009*.

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3.2 The parties to this Agreement agree to re-open negotiations for a replacement Agreement at least six months prior to the expiry of this Agreement with a view to implement a replacement Agreement on 30 June 2026.

#### 4. No Further Claims

4.1 With the exception of sub clause 3.2, it is agreed by the parties that up to the nominal expiry date of this Agreement, the parties will not pursue any further claims, and that this Agreement will cover all matters regarding employment conditions.

#### 5. Flexibility Term

5.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the agreement 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; and
- b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in clause 5.1 a); and
- c) the arrangement is genuinely agreed to by the employer and employee.

5.2 The employer must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

5.3 The employer must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the employer and employee; and
- c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

5.4 The employer must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

5.5 The employer or employee may terminate the individual flexibility arrangement:

- a) by giving no more than twenty eight (28) days written notice to the other party to the arrangement;  
or
- b) if the employer and employee agree in writing-at any time.

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## 6. Definitions

- 6.1 Anniversary Year – 1 year period commencing on the individual Employee’s commencement date of employment with the Company.
- 6.2 Calendar year – 1 year period from 1 January to 31 December.
- 6.3 Trainee Custodial Officer – means an Employee undertaking the Initial Training Course and has yet to be assessed as successfully completing the Initial Training Course.
- 6.4 Custodial Officer - means an Employee performing custodial functions who is working towards completing or has successfully completed a Certificate III in Correctional Practice.
- 6.5 CPI – Consumer Price Index based on the published All Groups Index for Perth for the March quarter. Movement under the Consumer Price Index is the percentage change from the corresponding period of the previous year as reported by the Australian Bureau of Statistics.
- 6.6 DoJ/customer – means the Department of Justice.
- 6.7 Employee - means an Employee of the company whose job classification is within the scope and application of this Agreement.
- 6.8 FW Act – means the *Fair Work Act 2009* (Commonwealth).
- 6.9 FWC – means the Fair Work Commission.
- 6.10 Immediate family or immediate household - Spouse, de facto partner, stepparent (with whom a close relationship is reasonably established), child, foster child, parent, grandparent, grandchild or sibling of the Employee; and a child, foster child, parent, grandparent, grandchild, or sibling of a spouse or de facto partner of the Employee.
- 6.11 Industrial Matter means any dispute between the parties to the Agreement relating to the employment relationship.
- 6.12 Manager means an Employee who is responsible for the overall performance of the team of Employees that he/she manages and performs managerial duties such as (but not limited to) performance, development, management and discipline.
- 6.13 NES means National Employment Standards.
- 6.14 Pro rata basis – means the proportion of the number of hours an Employee works as a percentage of the full time equivalent for that position.
- 6.15 Serious Misconduct means wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment and is of such a nature that it would be unreasonable to require the company to continue the employment of the Employee concerned during the required period of notice.
- 6.16 Unforeseen Circumstances includes emergencies, natural disasters, unexpected cultural or ceremonial occasions.
- 6.17 For the purposes of annual leave, a shift worker means an employee who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week and is regularly rostered to work on Sundays and public holidays.

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- 6.18 Supervisor means an Employee assigned to oversee the day-to-day operation of a small team however is not responsible for the management of that team.
- 6.19 SGAA means *Superannuation Guarantee (Administration) Act 1992*.
- 6.20 Union means the CPSU, the Community and Public Sector Union – SPSF Group Civil Service Association, Western Australian Branch and/ or the CPSU, the Community and Public Sector Union – SPSF Group Civil Service Association, Western Australian Prison Officers’ Union (WAPOU) Branch.
- 6.21 WPI - Wage Price Index based on the published All Groups Index for Perth for the March quarter. Movement under the Wage Price Index is the percentage change from the corresponding period of the previous year as reported by the Australian Bureau of Statistics.

## Employment

### 7. Types of Employment

- 7.1 Employment may be either full time, part time, specific period of time, specific task, or casual.
- 7.2 An Employee may be engaged on a probationary period of not more than six (6) months.
- A full-time Employee is engaged to work an average of 38 ordinary hours per week.
- 7.3 Employees engaged on a part time basis will be paid an hourly rate based on the actual hours worked and are entitled to all entitlements under this Agreement on a pro rata basis. A part time Employee is a person engaged for less than a full time equivalent. A part time employee may agree to vary the number of hours they are contracted to work. Such agreement must be by mutual consent and in writing.
- 7.4 Employees engaged on a casual basis will be employed by the hour and paid the Ordinary Base Hourly Rate of pay in the attached relevant Schedule 2. Casual Employees are entitled to a 25% loading on their ordinary hourly rate for all hours worked. Casuals are not eligible to paid redundancy, public holidays that they are not working, annual leave, personal leave, maternity leave, paternity leave, bereavement leave or blood donor leave. However, casuals are entitled to unpaid compassionate leave, carers leave and parental leave in accordance with the provisions of the NES.
- 7.5 When a casual non-custodial Employee is engaged in work at times that attract penalty rates and/or overtime, the penalty or overtime will be calculated on their hourly rate which must include the 25% loading.
- 7.6 When a casual Custodial Officer is engaged in work at times that attract penalty rates and/or overtime, the penalty or overtime will be calculated on their hourly rate which includes the 25% loading.
- 7.7 Casual conversion is as provided for in the NES.
- 7.8 Further, the parties commit to the provisions of section 65 of the FW Act “*Request for flexible working arrangements.*”

**8. Notice of Termination**

- 8.1 The Employee and Employer are required to provide a minimum four (4) weeks’ notice of termination of employment except in the case of casuals who are required to provide or be provided with one (1) hours’ notice or in the case of serious misconduct resulting in dismissal where no notice is required. The Employer may elect to pay out this notice in lieu and not require the Employee to work out the notice period.
- 8.2 Where the Employer has given notice of termination to the Employee, in addition to the notice period required to be given by the Employer, Employees over the age of forty five (45) years of age and with not less than two (2) years continuous service at the time of giving notice, will be entitled to receive an additional one (1) weeks’ notice.
- 8.3 If an Employee fails to provide the sufficient period of notice, the Employer has a right to withhold monies due to the Employee to the maximum amount equal to the ordinary time rate for the period of notice that should have been worked.
- 8.4 Where the Employer has given notice of termination to the Employee, the Employee will be allowed up to one (1) days leave each week without loss of pay for the purpose of seeking alternative employment. The time off will be taken at a time convenient to the Employee and Employer.
- 8.5 The notice outlined in sub-clause 8.1 may be waived by agreement of both the Employer and Employee.

**9. Redundancy**

- 9.1 Where the Employer has made a definite decision that it no longer wishes to continue the position an Employee currently holds, and that decision may lead to the termination of employment, the Employer will hold discussions with the Employee(s) directly affected and a representative of their choice.
- 9.2 The discussions will take place as soon as is practicable after the Employer has made a definite decision which must include any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations.
- 9.3 An Employee who has been made redundant from their position will be eligible to the following severance payment. Notwithstanding that additional payment may be agreed between the parties for voluntary redundancies.

Period of continuous Service	Severance (number of weeks pay)
Less than 1 year	Nil
1 year and less than 2 years	4
2 year and less than 3 years	6
3 year and less than 4years	7
4 year and less than 5 years	8
5 year and less than 6 years	10
6 year and less than 7 years	11
7 year and less than 8 years	13
8 year and less than 9 years	14
9 year and less than 10 years	16
10 year and over	12

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- 9.4 This clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks.
- 9.5 Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.
- 9.6 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

## **10. Clearance from the Department of Justice**

- 10.1 All Employees are required to maintain the necessary approvals from the Department of Justice. Any approval or permit is issued at the discretion of the Department and may be withdrawn by the Department at any period which will result in an automatic termination of employment.

## **11. Criminal convictions**

- 11.1 An Employee charged with a criminal offence must notify the Employer in writing of such a charge as soon as possible upon being charged, at least prior to commencement of the next shift and provide all details relating to the charge. If the charge is likely to have an impact on the reputation and integrity of the prison or the Employer, the Employee may be suspended (with or without pay at the reasonable discretion of the Employer) pending the outcome of the investigation.
- 11.2 The Employee's employment may be terminated at the conclusion of the investigation should the Employee be found guilty of the offence and if such offence warrants termination of employment. Nothing within this clause shall affect the Department of Justice ability to revoke an Employee's permit to be employed at Acacia Prison. This clause applies even if the Employee is given a spent conviction in accordance with the *Spent Convictions Act 1988*.
- 11.3 Should an Employee be charged with an offence laid as a result of a complaint from a person in custody, the Employer must pay all reasonable costs relating to the defence of that charge(s).
- 11.4 If the Employee is found guilty of the charge or charges, the Employee will not have to reimburse the Employer for the costs of the defence unless the Employer can substantiate through the disciplinary process that the Employee knowingly was acting outside of directions, or in the absence of any directions of the Employer acted outside policies or procedures.

## **12. Change of Service Provider**

- 12.1 In the event that the Employer's contract is terminated by the Department of Justice or the contract is not renewed, or the business is otherwise moved from the Employer to another Employer, ("other Employer") then the following arrangements will apply:
- a) where an Employee accepts employment with the other Employer, and the other Employer recognises the Employee's period of employment with the Employer as the Employee's service for the purpose of calculating long service leave and redundancy; or

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- b) where an Employee rejects an offer of employment with the other Employer which contains terms and conditions that are no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the Employer; and which recognises the Employee's period of employment with the Employer as service for the purpose of calculating long service leave and redundancy;

then the Employer will not be under any obligation to make any redundancy payment to the Employee upon termination of their employment.

### **13. Compliance with Policies and Legislation**

13.1 It is a condition of all Employees employment that they comply with the any provision contained within the following documents as amended from time to time:

- a) Any legislation or regulations relating to the Employees employment including the *Prisons Act 1981*;
- b) Acacia Prison Code of Conduct;
- c) Serco Policies;
- d) Department of Justice Commissioners Operating Policies and Procedures;
- e) Department of Justice Director General Rules;
- f) Department of Justice Assistant Commissioner Custodial Operations (ACCO) Notices;
- g) Acacia Prison Directors Rules and Local Orders; and
- h) Acacia Prison Operational policies.

The documents mentioned in clause 13.1 above do not form part of this Agreement.

### **14. Employee search and inspection**

14.1 Each Employee agrees to permit the Employer, by its authorised representatives, to search physically or otherwise, the person of the Employee and any items being brought into the prison in accordance with the *Prisons Act 1981*. The Employer will ensure that any search is conducted in accordance with the relevant Department of Justice policy directives.

14.2 The Employer may conduct at its own expense, general medical, physical, drug screening and psychological examinations of an Employee or prospective Employee. The Employee must agree to submit to such assessments which must be conducted during their normal working hours. Such a request of an Employee must be in writing, based upon reasonable grounds and setting out the reasons for the request.

### **15. Uniforms**

15.1 Where the Employer has decided that the wearing of a uniform is compulsory, the Employer will provide such uniforms. The uniform will be replaced on a fair wear and tear basis or if unsuitable due to size or reasonable damage. An Employee who has been issued with a uniform must not commence work unless the uniform is worn in a clean and pressed state.

15.2 The parties recognise that the provision of uniforms is reliant on third party availability however the Employer will not unreasonably withhold uniform replacement.

15.3 Uniforms must be worn in accordance with the relevant Acacia Prison policy at all times.

15.4 The uniform remains the property of the Employer at all times. Employees are responsible for the security and safe custody of their uniform and identification card. Loss of any uniform item must be reported immediately to the Employer.

- 15.5 An Employee who ceases employment must return their identification card and uniform within seventy-two (72) hours of ceasing employment.
- 15.6 Employees issued with a uniform are only permitted to wear this uniform whilst travelling to and from work, union meetings or in their official capacity. Wearing of uniforms whilst conducting personal business is not permitted.
- 15.7 The gym shoe allowance shall not form part of and consequently be separate from the employee rate of pay. Employees who are permanently deployed to the gymnasium shall be eligible on 1 July each year to receive one pair of shoes purchased by the employee to a maximum value of \$254.73. The type of shoes purchased shall be at the discretion of the Employee. The employee shall be reimbursed upon proof of purchase by way of receipt supplied to the employer.
- 15.8 The amount of \$254.73 will be increased by CPI each year on the date that wages are increased.

## 16. Staffing levels

- 16.1 Serco Australia Pty Ltd is responsible for determining the staffing levels at Acacia Prison to ensure the financial security of the Acacia Prison Services Agreement and to meet its safety obligations.
- 16.2 Changes to staffing levels will be made by the company following consultation with Employees and the union through the Joint Consultative Committee.

## Wages/Salaries and Allowances

### 17. Wages and Service Increments

- 17.1 The rates of pay after the commencement of this Agreement are as specified in Schedules 1, 2 and 3 of this Agreement.
- 17.2 In addition to the salaries contained in the attached schedule Employees will receive the following allowance for length of service which is payable on a fortnightly basis.

Length of Service	Allowance
Up to and including 24 Months Service	\$0.00
25 Months and 48 Months Service inclusive	\$23.34 per fortnight (\$606.97 per annum)
49 Months and 72 Months Service inclusive	\$38.20 per fortnight (\$993.22 per annum)
73 Months and 120 Month Service inclusive	\$50.93 per fortnight (\$1,324.29 per annum)
121 months or more service	\$63.69 per fortnight (\$1,655.36 per annum)

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## **18. Payment of Wages**

- 18.1 Wages are paid on a fortnightly basis within four (4) days after the completion of the fortnightly pay cycle, in arrears, by way of electronic funds transfer into a bank account(s) nominated by the Employee.
- 18.2 If the Employee identifies underpayment of their ordinary base wage, then this will be paid within three (3) working days of the advice being received and the underpayment being verified by the Company.
- 18.3 In the event of an overpayment being identified and accepted by the Employee, the Employee must pay that overpayment back to Serco Australia Pty Ltd at a rate agreed between the parties but no less than 10% of the overpayment or \$100 per fortnight, whichever is the lesser. Should the Employee dispute the alleged overpayment, then the Dispute Resolution Procedure of this Agreement will apply.

## **19. Annualised Wages - Custodial Officers**

- 19.1 Custodial Officers will be paid at an annualised rate which already includes all shift penalties, leave loadings, monetary allowances and/or any other separately identifiable amounts such as travel and boot (shoe) allowance. These annualised salaries are outlined in the attached Schedule 1 – Custodial Officers (Annualised).
- 19.2 Custodial Officers performing overtime are to be paid at the hourly rate used to calculate overtime contained in the attached Schedule 1- Custodial Officers (Annualised), plus overtime penalties as outlined in this Agreement.
- 19.3 Any Custodial Officer employed at the Level 2 position at 22 February 2018 will continue to receive the wage nominated in the attached Schedule 1 – Custodial Officers (Annualised) for Level 2 as the case may be for the length of this Agreement or until they terminate their employment. No Custodial Officers will be eligible to progress to the Level 2.
- 19.4 Case Management Custodial Officer for the purposes of the attached schedule shall include all Custodial Officers employed on the Case Management shift pattern.
- 19.5 Security Shift Custodial Officer for the purposes of the attached schedule shall include all Custodial Officers who work night shifts and employed on the security shift pattern.
- 19.6 Industries Custodial Officers for the purposes of the attached schedule shall include all Custodial Officers employed on the Industries shift pattern.

## **20. Incremental Salary Progression for Custodial Officer**

- 20.1 Custodial Officer's employed after the date of operation of this Agreement will commence on the Year 1 rate set out in Schedule 1 – Custodial Salaries (Annualised).
- 20.2 Custodial Officer's referred to in Clause 20.1 shall then automatically progress to the next wage rate level upon the completion of twelve (12) months continuous service.
- 20.3 Thereafter the employee shall progress to the next and subsequent wage rate levels as outlined in the Schedule 1 – Custodial Salaries (Annualised) upon the completion of a further twelve (12) months continuous service.

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## 21. Superannuation and Salary Packaging

- 21.1 The Employer will make contributions to an eligible superannuation fund (complying fund) on behalf of Employees in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth). In the event that an Employee does not exercise their right to choose a superannuation fund or if they fail to do so within three (3) months of commencing employment, the Employer will make contributions to the default fund.
- 21.2 The default fund is AustralianSuper, which offers a MySuper product, however Aon Master Trust will cease to become the default fund should AustralianSuper cease to offer a MySuper product.
- 21.3 An Employee may, by written Agreement with the Employer, salary sacrifice superannuation, provided that it must legally fulfil SGAA and Australian Taxation Office (ATO) requirements.
- 21.4 Employer superannuation contributions payable in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) are to be paid at a rate calculated by reference to a rate not less than the gross rate of wage payable under this Agreement prior to any wages packaging.
- 21.5 Salary sacrifice arrangements shall be altered only once a year, if requested.
- 21.6 Any salary sacrifice arrangements entered between the Employer and an employee shall:
- a) be effective only on the written authority of the employee;
  - b) immediately be stopped at the written request of the employee;
  - c) have a statement provided to the employee detailing the salary sacrifice at the end of each financial year.
- 21.7 Where an employee elects to salary sacrifice, the employee may as a result receive less actual pay than their classification rate specified in this Agreement (i.e. the classification rate less the salary sacrifice amount).

## 22. Higher duties allowance

- 22.1 Higher duties 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.
- 22.2 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.
- 22.3 An Employee may be eligible to be paid higher duties whilst on authorised leave with pay if the Employee would have normally been required to relieve during that period if they had not been on leave and the Employee has been acting in the higher capacity for longer than one week.

## 23. Correctional Emergency Response Team (CERT) and Hostage Negotiators Allowance

- 23.1 All appointed members of the Correctional Emergency Response Team and/ or Hostage Negotiators shall receive a fortnightly allowance of \$57.70 provided that they continue to be a contributing member of one or both of these teams.
- 23.2 To be eligible to this allowance the Employee must regularly undertake training exercises when required including training during rostered time off. In addition, the Employee must be contactable by telephone and if in a fit state to attend.

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23.3 This allowance shall cease if the member resigns, fails to attend training exercises or if they are removed from the team.

## **24. Breathing Apparatus Allowance**

24.1 Compressed Air Breathing Apparatus Allowance (CABA) means a portable respirator that supplies oxygen, air or other respirable gas from a source carried by the user.

24.2 Employees trained, qualified and required to use CABA in the performance of their duties are eligible for a fortnightly CABA allowance of \$21.22 per fortnight.

24.3 An Employee will continue to receive the CABA allowance on the condition the Employee:

- a) will undertake refresher training at twelve (12) monthly (provided the Employer makes available to Employees the opportunity to complete the training);
- b) be medically fit to use CABA;
- c) conduct routine testing and maintenance of equipment as required;
- d) use CABA equipment as part of routine fire drills;
- e) respond to emergency situations as required; and
- f) maintain the appropriate grooming requirements for safe use of CABA equipment.

24.4 Payment of the CABA allowance will cease should an Employee not comply with any of these conditions, if they fail to maintain their annual qualifications or if they resign from their position.

## **25. On Call Allowance**

25.1 Where an Employee has elected to be part of an 'On Call' pool and has been directed by the Employer, or a duly authorised member of the Senior Management team, to remain at the Employee's residence or otherwise be immediately contactable by telephone or other means outside of the Employee's normal hours of duty in case of a requirement to return to duty within a reasonable timeframe, an On Call Allowance of \$4.95 will be paid for each hour that the Employee is required to be on call.

25.2 Where the Employer has exhausted the pool of Employees who have volunteered to be on call, or has been unable to secure the staff required to be on call, the Employer may then direct Employees to be on call for a specified period.

25.3 When directing Employees' to be on call in the circumstances outlined in 25.2, the Employer will give genuine consideration to the individual circumstances of Employees that may be adversely affected prior to any such direction.

25.4 A reasonable timeframe is the period of time the Employee could be expected to attend work, given the distance the Employee is required to travel from their residence to the prison.

25.5 The direction must be provided in writing or by email.

25.6 The Employee, who has been directed to remain on call, must ensure they are in a fit state to attend work at all times they have been directed to remain on call.

25.7 This clause does not apply to members of the Primary Response Team unless specifically authorised by the Employer.

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## 26. Business Mileage

- 26.1 Where an Employee is required to use their own personal vehicle in the performance of their duties, to travel to a site or location other than their usual place of work will be entitled to claim the excess distance travelled between their home and usual place of work at the rate prescribed by the ATO's car expense rates per business kilometre for individuals.
- 26.2 This allowance will be adjusted from time to time in line with ATO advice from the first pay period in the new financial year following publication.

## Hours of Work

### 27. Hours of Work and Penalties (Custodial Officers & Employees)

- 27.1 This clause is to be read in conjunction with the provisions of the NES.
- 27.2 The ordinary hours of work for Custodial Officers will vary depending upon their shift pattern based on the following spread of hours.

#### **Case Management**

12 Hours Day Shifts between 5:45am to 7:00pm  
Monday to Sunday (Including public holidays)  
Total of seven (7) shifts, Eighty Four (84) hours per fortnight

#### **Security**

12 Hour Shifts  
Between 5.30am-7.30pm and 6:00pm-6:00am  
Monday to Sunday (Including public holidays)  
An average of seven (7) shifts, One Hundred and Sixty Eight (168) hours over any consecutive four (4) weeks

#### **Medical**

12 Hour Shifts  
Between 5:30am to 7:00pm  
Monday to Sunday (Including public holidays)  
Total of seven (7) shifts, Eighty Four (84) hours per fortnight (Including public holidays)

#### **Canine Handlers**

12 Hour Shifts  
Between 5.30am to 7:00pm  
Monday to Sunday (Including public holidays)  
Total of seven (7) shifts Eighty Four (84) hours per fortnight (Including public holidays)

#### **Prisoner Reception**

12 Hour Shifts  
Between 5:30am to 7:00pm  
Monday to Sunday (Including public holidays)  
Total of seven (7) shifts, Eighty Four (84) hours per fortnight (Including public holidays)

#### **Reducing Reoffending**

9 Hour Shifts  
Between 7:00am to 4:30pm

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Monday to Friday (excluding public holidays)  
Total of ten (10) Shifts, Ninety (90) hours per fortnight

**Prosecutions**

10.5 Hour Shifts  
Between 5.30am to 7.00pm  
Monday to Friday (excluding public holidays)  
Total of eight (8) shifts, Eighty Four (84) hours per fortnight

- 27.3 Where a Custodial Officer is engaged at the Prison, their hours of duty shall commence and cease when the Custodial Officer reports to the front gate of the Prison.
- 27.4 Nothing within this agreement prevents variation to the rosters, span of hours or days of duty of employees who commence employment after the date the Serco CPSU Acacia Prison General Agreement 2017 commences operation, following consultation under clause 47. Where necessary to give effect to such changes annualised salaries may be adjusted.
- 27.5 Changes to the roster will occur after consideration of any views provided by the Employee regarding the impact of the change, including their personal circumstances.
- 27.6 Changes to the rosters will occur following consultation between the Employee, Employee representatives and the Employer in accordance with clause 47 Consultation Term of this Agreement.
- 27.7 Employees employed at 22 February 2018 shall not be required to vary their roster patterns or otherwise work a new or different roster pattern or change their span of hours, however, an employee may volunteer to work on a new or alternate roster in an operational unit. When such a roster is introduced an EOI process will be used to allocate staff.
- Prior to any proposed implementation of a roster variation for volunteers, the Employer, will ensure the terms of clause 47 Consultation shall be met.
- This sub clause shall only apply from the date of operation of the Agreement and until it is replaced.
- 27.8 Every Custodial Officer shall commit to being cross deployed when necessary to facilitate functions within the activity areas and to ensure the necessary leave coverage if facilitated.
- 27.9 Employees must not work more that sixteen (16) consecutive hours unless under exceptional circumstances approved by the Employer. Where an Employee works more than sixteen (16) consecutive hours, they shall be entitled to be paid overtime at 250% of the relevant rate contained in Schedule 1 - Custodial Salaries (Annualised) for each hour in excess of sixteen (16) hours.
- 27.10 If an Employee is recalled to work they shall be eligible to a minimum payment of at least three (3) hours or for whatever hours they work whichever is greater.
- 27.11 Employees are entitled to a minimum break of ten (10) hours between shifts unless under exceptional circumstances approved by the Employer. Where an Employee is directed to return to work prior to the expiration of ten (10) hours after finishing the previous shift, they shall be entitled to overtime at 250% of the relevant rate contained in Schedule 1 – Custodial Salaries (Annualised) for each hour until they receive a break of ten (10) consecutive hours.
- 27.12 Custodial Officers will receive one (1) prepared meal free of charge and the other meal break the Employees will be provided with food and have access to appliances to prepare this food.
- 27.13 Custodial Officers who perform ordinary time work in excess of ten (10) hours in a shift are entitled to two (2) paid meal breaks of thirty (30) minutes which may be taken consecutively.

- 27.14 Custodial Officers who perform ordinary time work between three (3) hours and then ten (10) hours are entitled to one (1) paid meal break of thirty (30) minutes.
- 27.15 All paid meal breaks are inclusive of the employees rostered on shift hours.
- 27.16 During breaks sufficient number of employees as determined by the employer must remain in the designated work area to meet operational requirements.
- 27.17 If, in exceptional operational circumstances an employee is unable to take all or part of the allocated break, the employee may have the untaken part of the break as time in lieu at a time agreed between the Custodial Officer and Operations.
- 27.18 Employees will be provided with a minimum of forty eight (48) hours' notice of a change to the roster in writing. Subject to mutual Agreement this period may be varied.
- 27.19 Penalties for Custodial Officers are:

**Shift Penalties**

Night Shift – Monday to Friday	Ordinary time plus 15%
Day and Night Shift – Saturday	Ordinary time plus 50%
Day and Night Shift – Sunday	Ordinary time plus 75%
Public Holidays	Ordinary time plus 100%

**Note** that these shift penalties have been incorporated into annualised salaries contained in the attached schedule.

**Overtime Penalties**

Monday to Friday	Ordinary time plus 50%
Saturday	Ordinary time plus 75%
Sunday, Public Holidays and Hospital Escorts	Ordinary time plus 100%

- 27.20 Hours worked in addition to an Employee's normal ordinary hours will be paid as overtime based on the table above however Employees are not eligible for payment of both overtime and a penalty rate for the same period worked. In this case the higher of the two rates shall apply.
- 27.21 For the purposes of calculating overtime each day shall stand alone, however overtime is not payable to casual officers until they have worked in excess of eighty four (84) hours over a two week pay period.
- 27.22 All time worked by a part time officer in excess of their agreed hours will be overtime, calculated on a daily basis.
- 27.23 Custodial Officers performing overtime are eligible to be paid overtime at the overtime rate outlined in the attached schedule, plus overtime penalties applicable to the day in which the overtime was performed.

**28. Hours of Work and Penalties (Non-Custodial Employees and Caterers)**

- 28.1 This clause is to be read in conjunction with the provisions of the NES.

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- 28.2 Except as hereinafter provided, the ordinary hours of work for non-custodial Employees who were employed at Acacia Prison as at 1 July 2014, shall be no more than ten (10) shifts, seventy six (76) hours per fortnightly pay period, with a spread of hours between Monday to Friday, from 6:00am to 7:00pm.
- 28.3 Where a Non-Custodial Officer is engaged at the Prison, their hours of duty shall commence and cease when the Non-Custodial Officer reports to the front gate of the Prison.
- 28.4 Except as hereinafter provided, the ordinary hours of work for non-custodial Employees who were employed after 1 July 2014, shall be no more than ten (10) shifts, seventy six (76) hours per fortnightly pay period, with a spread of hours between Monday to Sunday, from 6:00am to 7:00pm.
- 28.5 Employees shall not be rostered to have less than two (2) consecutive days off, unless agreed in writing.
- 28.6 The ordinary hours of work for caterers will be:
- a) an average of seventy-six (76) hours per fortnight over a roster cycle
  - b) Spread between Monday to Sunday, from 6:00am to 7:00pm
  - c) A shift duration of either 10 hours, or 11 hours per shift, in accordance with the roster being worked as at the date of this Agreement.
- 28.7 The Caterers base hourly rate outlined in the attached Schedule 3 – Non-Custodial Salaries/Wages is inclusive of all penalties for hours worked within the scope of ordinary time hours.
- 28.8 The ordinary hours of work for Trades Instructors and Trades Supervisors, employed at Acacia Prison as at 1 July 2014 shall be seventy eight point five (78.5) hours per fortnightly pay period, with a spread of hours between Monday to Friday from 7:00am to 5:00pm.
- 28.9 The ordinary hours of work for Trades Instructors and Trades Supervisors employed after 1 July 2014 shall be seventy eight point five (78.5) hours per fortnightly pay period, with a spread of hours between Monday to Sunday from 7:00am to 5:00pm.
- 28.10 A non-custodial Employee working ordinary hours under this clause will be advised of their start and finish time by the Employer. Employees will be consulted about any changes to start and finish times, in accordance with clause 47 Consultation Term of this Agreement. Reasonable personal circumstances will be taken into account when setting such hours.
- 28.11 Changes to the rosters will occur following consultation between the Employee, Employee representatives and the Employer in accordance with clause 47 Consultation Term of this Agreement.
- 28.12 Nothing within this Agreement prevents variation to the rosters, spread of hours, span of hours or days of duty by the Employer following consultation and agreement with the Employees.
- 28.13 If an Employee is recalled to work they shall be eligible to a minimum payment of at least three (3) hours or for whatever hours they work whichever is greater.
- 28.14 All non-custodial Employees are entitled to one (1) unpaid meal break of thirty (30) minutes per day between the hours of 11:00am and 1:00pm. This unpaid meal break is exclusive of their total daily working hours for the purposes of calculating an entitlement under sub-clause 28.15, or penalties or overtime. During this meal break the non-custodial Employees will receive one (1) prepared meal free of charge.
- 28.15 Not more than 10 hours exclusive of meal breaks (except if paid at overtime rates) are to be worked on any one day. If a Non-Custodial Employee is required to work ten (10) hours or more in the one

shift, they will receive two paid meal breaks of thirty (30) minutes each, however these may be taken consecutively.

28.16 The penalty rates for non-custodial Employees are:

**Shift Penalties**

Saturday	Ordinary time plus 50%
Sunday	Ordinary time plus 75%
Public Holidays	Ordinary time plus 100%

**Overtime Penalties**

Monday to Friday	Ordinary time plus 50%
Saturday	Ordinary time plus 75%
Sundays and Public Holidays	Ordinary time plus 100%

28.17 For the purposes of calculating overtime each day shall stand alone, however, overtime is not payable to full time or casual staff until they have been directed by the Employer to work: in excess of ten (10) ordinary hours per day; or in excess of seventy six (76) ordinary hours over a two (2) week pay period.

28.18 All time worked by a part time non-Custodial Employee in excess of their agreed hours will be overtime, calculated on a daily basis.

28.19 All overtime must be approved in advance by the Employer. Employees are not eligible for payment of both overtime and a penalty rate for the same period worked.

**29. Flexible Working Arrangements**

29.1 This clause is to be read in conjunction with clause 28 of this Agreement. To the extent of any inconsistency, the express provisions of this clause 29 will prevail.

29.2 Pursuant to the provisions of this clause, a non-custodial Employee may elect to work flexible working arrangements.

29.3 The Employer may limit or withdraw access to flexible working arrangements where reasonable operational or customer service requirements are not able to be met. Such changes may be on an ongoing basis or varied over time.

29.4 The prescribed hours of work may be worked with flexible start and finish times in accordance with this clause while meeting the needs of the Prison Core Day (ie, between the hours of 8:00am and 4:00pm).

29.5 Maximum flexibility in working arrangements:

Average daily hours	One tenth of the fortnightly ordinary hours of work per classification contained in clause 28
Settlement period	4 weeks
Hours of duty in each settlement period	Four weeks of average weekly hours worked per classification contained in clause 28
Maximum credit hours	37.5 hours
Maximum debit hours	12 hours
Maximum daily hours	10 hours

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- 29.6 In lieu of clause 28.17, for the purposes of calculating overtime, overtime is not payable to full time or casual staff until they have been directed by the Employer to work: in excess of ten (10) ordinary hours per day; outside of the spread of ordinary hours for the category of Employee contained in clause 28; or in excess of 152 hours ordinary hours over a four (4) week pay period. Any overtime worked will be paid as such and is separate to the calculation of hours worked for any settlement period in accordance with clause 29.5 above
- 29.7 Additional paid leave will not accrue on credit hours.
- 29.8 Flexible work arrangements are available to full time, part time, specific period of time and specific task Employees.
- 29.9 The Employer and Employees working such arrangements will work cooperatively to ensure that the greatest level of flexibility is available to Employees, whilst meeting operational requirements.
- 29.10 Hours of Duty and Settlement Period
- a) Hours of duty will be recorded by the Employee in a timesheet
  - b) For the purpose of leave and public holidays, a day shall be credited as seven point six (7.6) hours.
- 29.11 Credit hours
- a) An Employee may work a maximum of three hours (3.0 hours) per week in excess of their ordinary hours of work which will accrue as credit hours
  - b) At the end of each settlement period credit hours shall be carried forward to the next settlement period. It is the responsibility of Managers and Employees to ensure that credit hours do not exceed the maximum credit hours allowable in sub-clause 29.5.
  - c) In the event that credit hours exceed those prescribed in sub-clause 29.5 then those excess hours will be lost, unless the Employee can demonstrate that they were unable to take the excess hours through the actions of the Employer or operational requirements prevented them from taking the excess hours.
  - d) An Employee may clear credit hours by using flexible start and finish times, or time off work. Employees must obtain approval from their manager to take accrued credit hours. This approval will not be unreasonably withheld and any refusal will be supported by evidence of an operational requirement by the Employer.
  - e) Employees can be directed to take credit hours by the Employer with seven (7) days notice. The notice must specify the period during which the Employee must take those credit hours, which shall be no less than two (2) weeks.
  - f) Credit Hours will not be recorded by payroll and Employees will not be eligible to be paid any credit hours upon termination unless the credit hours have been delayed at the request of the Employer.
- 29.12 Debit hours
- a) An Employee may work a maximum of twelve (12) hours less than their ordinary hours of work within a settlement period, which will accrue as debit hours.
  - b) At the end of each settlement period Debit Hours shall be carried forward to the next settlement period. It is the responsibility of Managers and Employees to ensure that debit hours do not exceed the maximum debit hours allowable in sub-clause 29.5.
  - c) For debit hours in excess of the maximum Employees shall be required to continue to work while taking leave without pay for the period necessary to reduce debit hours to those specified in subclause 29.5. Employees having excessive debit hours may be placed on standard working hours.

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29.13 Maximum daily working hours

- a) A maximum of ten (10) ordinary hours may be worked in any day.

**30. Public Holidays**

30.1 For the purposes of this Agreement the following are public holidays:

<b>New Year's Day</b> (January 1)	<b>Australia Day</b> (January 26)	<b>Good Friday</b>
<b>Easter Monday</b>	<b>Anzac Day</b> (April 25)	<b>Labour Day</b>
<b>Western Australia Day</b>	<b>Sovereign's Birthday</b>	<b>Christmas &amp; Boxing Day</b> (December 25 and 26)

30.2 In the case of Western Australia Day and the Sovereign's Birthday the public holiday will be the day appointed by proclamation published in the Gazette under the *Public and Bank Holidays Act 1972*.

30.3 In addition to the public holidays prescribed in clause 30.1, any other day or part day declared by or prescribed under a law of Western Australia to be observed generally within the State or the Perth region of the State, as a public holiday other than a day or part day or a kind of day or part day, that is excluded by the Regulations from counting as a public holiday, will be a public holiday under this Agreement for employees in the State.

30.4 Where a public holiday prescribed by this Agreement falls on a Saturday or a Sunday, such holiday will be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or Monday, the Boxing Day holiday shall be observed on the next succeeding Tuesday.

**Leave**

**31. Annual leave**

31.1 All full time Employees accrue the following number of weeks annual leave based on their ordinary number of hours per week:

- a) Employees classified as Shift Workers – five (5) weeks, inclusive of an additional one (1) week of annual leave  
b) All other Employees – four (4) weeks

31.2 Annual leave accrues progressively during a year of employment and unused annual leave accumulates from year to year.

31.3 Employees are required to participate in an annual leave roster and may be required where necessary to participate in a leave ballot for special events such as Christmas, Easter and School Holidays.

31.4 Approval to take annual leave will be based on the operational requirements of the Employer. Approval to take annual leave will not be unreasonably refused.

31.5 Employees are required to provide the Employer with four (4) weeks' notice of an application for annual leave. At the discretion of the Employer, in Unforeseen Circumstances the requirement for four (4) weeks' notice will not apply. Approval to take annual leave will not be unreasonably refused.

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- 31.6 Part time Employees are entitled to pro rata annual leave based on a full time equivalent.
- 31.7 All Non-Custodial Employees will be eligible to 17.5% annual leave loading payable on all periods of annual leave. This shall include payment of annual leave upon termination.
- 31.8 Custodial Officers shall be paid at the annualised wage rates outlined in the attached Schedule 1 – Custodial Salaries (Annualised) during all periods of annual leave. Custodial Officers are not eligible for payment for annual leave loading as it is incorporated into the annual wage rates.
- 31.9 The Employer and Employee may agree in writing to cash out part of an accrued annual leave entitlement in exchange for equivalent payment at the rate which would have applied had the leave been taken. On each such occasion:
- a) The Employee will provide a request in writing
  - b) If agreed to, the Employer will confirm the request in writing
  - c) The Employer will confirm to the employee (via payslip) of: the amount of leave cashed out; its value; and date of payment
  - d) The remaining balance of annual leave must not be less than four (4) weeks.
- 31.10 Casuals are not entitled to annual leave.

## **32. Purchasing additional Annual leave**

- 32.1 An Employee may apply to the Employer to revise their annual wage in exchange for a maximum of two (2) weeks of additional leave over any twelve-month period under the following conditions.
- 32.2 Eligibility for purchasing additional annual leave is not an automatic entitlement. It is subject to approval however the employer shall not unreasonably withhold any request.
- 32.3 The Agreement will require an Employee to work at a revised wage rate over a twelve (12) month period, in exchange for additional leave. The Agreement shall be for each additional block of leave, the wage to be paid for that block of leave is accrued by way of a revised wage during the preceding twelve (12) months.
- 32.4 Purchased leave can only be taken once the leave has been accrued and shall not be carried over for a period of greater than twelve (12) months from the final day of accrual.
- 32.5 If the leave is not taken, the accrued leave will be converted into money and this money will be paid to the Employee calculated with the applicable tax rate at twelve (12) months from the final day of accrual.
- 32.6 The amount of money deducted from the Employee's annualised wage is to equal the dollar value of the actual amount of hours taken as additional leave.
- 32.7 The Employer shall not unreasonably refuse the annual leave request. The Employer must when considering these request take into consideration the operational requirements of Acacia Prison.
- 32.8 An Employee must provide four (4) weeks written notification to withdraw entitlements accrued under this arrangement or cease this arrangement.
- 32.9 During the twelve (12) month period during which the revised wage is in force, the following rules will apply:
- a) Personal/Carer's leave or any other leave shall be paid at the revised rate;

- b) Overtime will be paid at the overtime rate; and
- c) Superannuation contributions shall be calculated on the revised wage.

**33. Personal/Carer’s Leave**

33.1 An employee, other than a casual is entitled to paid personal/carer’s leave if the leave is taken because:

- a) the employee is not fit for work because of a personal illness, or personal injury affecting the employee; or
- b) to provide care or support to a member of the employee’s immediate family, or a member of the employee’s household, who required care or support because of:
  - (i) a personal illness, or personal injury, affecting that member; or
  - (ii) an unexpected emergency affecting that member.

33.2 In accordance with the provisions of the NES, full time and part time Employees are entitled to 10 days of paid personal / carers leave per year of service.

33.3 Consistent with the current application of the NES provisions, when taking paid personal leave, the Employee will be paid for the number of ordinary hours of work they were allocated to work and otherwise would have for the day in question.

33.4 The table below details the Personal Leave entitlement under this Agreement:

<b>Shift Patterns</b>	<b>Classifications</b>	<b>Annual full-time accrual (hours)</b>
12.00 hour shifts	Case Management Security Medical Canine Handlers Prisoner Reception	84.0
10.50 hour shifts	Prosecutions	84.0
9.00 hour shifts	Industries	90.0
7.85 hour shifts	Trade Instructors Trade Supervisors	78.5
Variable	Caterers	76.0
7.60 hour shifts	All other Employees	76.0

33.5 Personal/carer’s leave progressively accrues during a year of service according to the Employee’s ordinary hours of work and unused personal/carer’s leave shall accumulate from year to year.

33.6 Payment for personal/carer’s leave will be at the rate the Employee would have received had the Employee not proceeded on leave.

33.7 The entitlement to use personal leave for the purpose of care for a family member who is ill is subject to the person being either a member of the Employee’s immediate family or a member of the Employee’s household.

33.8 An Employee who is suffering from ill health or an injury will advise the Employer as soon as reasonably practicable of the inability to attend work, the nature of the illness or injury and the

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estimated duration of the absence. Other than in extraordinary circumstances, such advice will be given prior to the commencement of the absence.

- 33.9 An employee who is absent for two (2) consecutive working days (or equivalent hours) or more, must provide the Employer with evidence that would satisfy a reasonable person (e.g. a certificate from a registered medical practitioner or dentist, or a statutory declaration) in order to be eligible for paid personal/carer's leave for such absences.
- 33.10 In general, supporting evidence is not required for single or two consecutive day absences. Where the Employer has good reason to believe that the absence may not be reasonable or legitimate, the Employer may request evidence be provided. The Employer must provide the Employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.
- 33.11 An Employee who suffers personal ill health or injury whilst on annual leave may be paid personal leave in lieu of annual leave subject to:
- a) providing a medical certificate stating the illness or injury necessitated confinement to home or hospital for seven (7) consecutive days or more;
  - b) the portion of annual leave coinciding with the paid personal/carer's leave is to be taken at a time agreed by the Employer and Employee or will be added to the next period of annual leave; or if termination occurs before then, be paid for in accordance with the annual leave provisions of this Agreement
  - c) payment for replaced annual leave will be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in the annual leave clause will be deemed to have been paid with respect to the replaced annual leave.
- 33.12 Where an Employee suffers a disability within the meaning of section 5 of the *Workers' Compensation and Injury Management Act 1981* which necessitates that Employee being absent from duty, personal/carer's leave with pay shall be granted to the extent of personal leave credits. In accordance with s.80(2) of the *Workers' Compensation and Injury Management Act 1981* where the claim for workers' compensation is decided in the favour of the Employee, personal/carer's leave credit is to be reinstated and the period of absence shall be granted as personal/carer's leave without pay.
- 33.13 Before taking leave to care for an immediate family member, the Employee must provide notice include the name of the person requiring care, their relationship to the Employee, the reasons for taking the leave and the estimated length of absence.
- 33.14 If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone at the first opportunity on the day of the absence.
- 33.15 Where Employees have exhausted all paid personal/carer's leave entitlements, they are entitled to take unpaid leave for two (2) days on each occasion to care for members of their immediate family or household.
- 33.16 The Employer will provide Hepatitis B and Flu Vaccinations on an annual basis or when required.

#### **34. Long Service Leave**

- 34.1 Long Service Leave will be paid or taken in accordance with the provisions of the *Long Service Leave Act 1958* (WA), except as provided hereafter.
- 34.2 An Employee who has completed ten (10) years of continuous employment is entitled to an amount of long service leave of thirteen (13) weeks on ordinary pay. Thereafter, an Employee is entitled to an

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- amount of long service leave of six point five (6.5) weeks for every five (5) years of continuous employment.
- 34.3 Where an Employee's employment is terminated or if the Employee leaves their employment and has completed at least seven (7) years of continuous employment since commencing employment, but less than ten (10) years, the amount of long service leave to which the Employee is entitled to receive upon termination shall be a proportionate amount on the basis of thirteen (13) weeks for ten (10) years of such continuous service.
- 34.4 Where an Employee has completed at least seven (7) years of continuous employment since commencing employment, but has less than ten (10) years, at the Employees request, the Employer and the Employee may agree in writing that the Employee cash out their entitlement to this pro rata accrual of long service leave in exchange for payment at the rate which would have applied had the time been worked. The amount of long service leave to which the Employee is entitled to receive upon cashing out shall be a proportionate amount on the basis of thirteen (13) weeks for ten (10) years of such continuous service.
- 34.5 With the Agreement of the Employer, long service leave may be taken at half pay for double the period accrued or double pay for half the period accrued, or in multiple weeks or as single days.
- 34.6 Continuous Employment will be deemed to include:
- a) absence of the Employee on paid personal/carer's leave or on an approved rostered time off;
  - b) absence of the Employee on approved unpaid leave except that portion of a continuous unpaid absence which exceeds three (3) months;
  - c) absence of the Employee on National Service or other military training, but only if the difference between the Employees' military pay and his civilian pay is made up, or would, but for the fact that his military pay exceeds his civilian pay, be made up by his Employer;
  - d) absence of the Employee on workers' compensation for any period not exceeding six (6) months, or for such greater period as the Employer may allow;
  - e) absence of the Employee on long service leave;
  - f) absence of an Employee on approved leave to attend training courses; and
  - g) absence whilst on suspension with pay.
- 34.7 Long service leave will be taken at a time convenient to the Employer but not less than thirty (30) days' notice will be given to an Employee of the day on which his/her long service leave is to commence, except in cases where the Employee and the Employer agree to a lesser period of notice, or in other exceptional circumstances.
- 34.8 Long service leave must be commenced within twelve months of becoming due unless written permission of the Employer is obtained for postponement. Provided that where an Employer and an Employee have agreed that the leave period will be taken in more than one portion the final portion of leave must be taken within three (3) years of its becoming due, unless the approval of the Employer has been obtained to extend the period.
- 34.9 If a public holiday falls during a period of long service leave, the Employee shall be issued an additional day(s) long service leave in compensation for that day to be taken at another time.
- 34.10 Part time and casual Employees shall be eligible to be paid long service leave based on an average of the number of hours they have worked per week over the whole duration of their employment at Acacia Prison.
- 34.11 Where an Employee, through personal ill health, is confined to their place of residence or a hospital for a continuous period of fourteen (14) days or more during any period of long service leave and such confinement is certified to by a duly qualified medical practitioner, such period will be considered

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personal/carer's leave. The period during long service leave for which paid personal/carer's leave has been approved will be given as additional long service leave at a time convenient to the Employer.

### **35. Parental leave**

- 35.1 Employees will be eligible to utilise parental leave provisions as contained within the *Fair Work Act 2009* with the following additional conditions. In particular, the parties commit to the provisions of section 65 of the FW Act "*Requests for flexible working arrangements.*"
- 35.2 An Employee taking parental leave, and is the primary care giver, is eligible to a maximum fourteen (14) weeks paid parental leave at full pay, or twenty eight (28) weeks at half pay under the condition that the Employee has completed a minimum of two (2) years' consecutive service. This shall be in addition to any National Paid Parental Leave Scheme.
- 35.3 An Employee taking parental leave may access the paid leave outlined in clause 35.2 on a pro-rata basis once they have completed a minimum of one (1) years' continuous service.
- 35.4 An Employee taking parental and partner leave is eligible to three (3) weeks paid leave under the condition that the Employee has completed a minimum of two (2) years continuous service.
- 35.5 An Employee taking parental and partner leave may access the paid leave outlined in clause 35.4 on a pro-rata basis once they have completed a minimum of one (1) year's continuous service.
- 35.6 Paid parental and partner leave will be paid at the ordinary rate of pay at the time the Employee commences leave.

### **36. Compassionate Leave**

- 36.1 An Employee will be eligible to up to five days paid compassionate leave for each occasion if a member of the Employee's immediate family or a member of the Employee's household:
- a) contracts or develops a personal illness that poses a serious threat to their life; or
  - b) sustains a personal injury that poses a serious threat to their life;
  - c) dies;
- or where:
- d) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
  - e) the employee, or the employee's spouse or de facto partner, has a miscarriage.
- 36.2 The Employer may require the Employee to provide satisfactory evidence.
- 36.3 Payment in respect of compassionate leave is to be made only where the Employee otherwise would have been on duty and will not be granted in any case where the Employee concerned would have been off duty in accordance with their roster, or on long service leave, annual leave, personal/carer's leave, workers compensation, leave without pay or on a public holiday.

### **37. Blood Donor Leave**

- 37.1 Subject to operational requirements, Employees will be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:

- 
- a) Prior arrangements have been made and at least two (2) days' notice has been provided; or
  - b) The Employee is called upon by the Red Cross Blood Centre.

- 37.2 The notification period will be waived or reduced where the line manager is satisfied that operations would not be unduly affected by an Employee's absence. Employees will be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- 37.3 Employees will be entitled to four (4) hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

### **38. Emergency Services Leave**

- 38.1 Subject to operational emergencies which prevent an Employee being permitted to leave the prison, paid leave of absence shall be granted to an Employee who is an volunteer member of State Emergency Service Unit, St John Ambulance Brigade, Volunteer Fire and Rescue Service Brigades, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or DFES Units, in order to allow for attendance when requested at emergencies as declared by the recognised authority.
- 38.2 The Employer shall be advised as soon as possible by the Employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave. The Employee must complete a leave of absence form immediately upon return to work.
- 38.3 The application form must be accompanied by a certificate from the emergency organisation certifying that the Employee was required for the specified period.
- 38.4 An Employee may be eligible to attend paid training with an emergency service group subject to the approval of the Employer.

### **39. Jury and Witness Service**

- 39.1 An Employee subpoenaed or called as a witness to give evidence in any proceeding, or to serve on a jury, will notify the Employer as soon as is practicable.
- 39.2 Where an Employee is subpoenaed or called as a witness to give evidence in an official capacity and is required to attend on a day that they are rostered to work, that Employee will be granted by the Employer leave of absence with pay, but only for such period as is required to enable the Employee to carry out duties related to being a witness. If the Employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfactory evidence.
- 39.3 Where an Employee is subpoenaed or called as a witness to give evidence in an official capacity and is required to attend on a day that they are not rostered to work, the Employee will be provided with an alternative day off within the same pay period, provided that at least two weeks' notice is provided to the Employer by the Employee.
- 39.4 Should the Employee, due to circumstances outside of their control, not provide the requisite two (2) weeks' notice, the Employer will make every endeavour to provide the Employee with an alternative day off, however if this is not possible due to operational requirements, the Employee will be provided with an alternative day off in the next pay period.
- 39.5 Under no circumstances is an Employee entitled to overtime for attending court as a witness.
- 39.6 An Employee subpoenaed or called, as a witness on behalf of the State of Western Australia, not in an official capacity will be granted leave with full pay entitlements. An Employee subpoenaed or called

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as a witness under any other circumstances will be granted leave of absence without pay except where the Employee makes an application to clear accrued annual leave.

- 39.7 Where an Employee is called for jury duty, they will be granted by the Employer, leave of absence with pay but only for such period as is required to enable the Employee to carry out duties related to being a juror. If the Employee is on any form of paid leave, the leave involved in being a juror will be reinstated, subject to satisfactory evidence.

#### **40. Natural Disaster Leave**

- 40.1 If an Employee suffers significant damage to or loss of their home or possessions as a result of a natural disaster, the Employee will be granted three (3) days natural disaster leave to address matters that require immediate attention.
- 40.2 An Employee may apply to the Employer, Acacia Prison to have this leave extended. The Employer has sole discretion in whether to extend this leave, taking into consideration the individual circumstances of the Employee's situation.
- 40.3 A natural disaster is a major adverse event resulting from natural processes of the Earth. Examples of natural disasters include (but are not limited to) fires, floods, volcanic eruptions, earthquakes, tsunamis and other geologic processes. Where a catastrophic event of this nature is deemed to have been caused by human actions for which the Employee cannot be held accountable – such as bushfires arising from arson or accident – they will be considered natural disasters for the purposes of this clause.
- 40.4 The Employee will regularly contact the Employer whilst on this leave providing specific details as to the absence and the expected duration of the leave.

#### **41. Defence Force Leave**

- 41.1 Paid defence force leave applies in accordance with the Employer's policy.

#### **42. Family and Domestic Violence Leave**

- 42.1 Paid Family and Domestic Violence Leave applies in accordance with the Employer's policy.

### **Training**

#### **43. Training and career development**

- 43.1 The Employee agrees to participate in ongoing training courses and development as directed.
- 43.2 Custodial Officers may be required to compulsorily attend any of the courses outlined in clause 43.5 on their rostered days off when the course cannot be scheduled during the Employee's ordinary working hours due to operational reasons.
- 43.3 Custodial Officers who attend any of the courses outlined in clause 43.5 on their rostered days off will be eligible to be paid at overtime rates.
- 43.4 Custodial Officers who are requested to attend any training not mentioned in clause 43.5 on their rostered day off will be eligible to be paid at overtime rates however their attendance will not be compulsory.

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- 43.5 The following training is compulsory for Custodial Officers.
- a) Senior First Aid Training once every three (3) years
  - b) CPR refresher once every year
  - c) Defensive Equipment Techniques Refresher once every year
  - d) Primary Response Team Training (when applicable)
  - e) Breathing Apparatus (BA) Training and Annual BA Refreshers (when applicable)
- 43.6 Custodial Officers must obtain a Certificate III in Correctional Practice within twelve (12) months of commencing employment as an Officer.
- 43.7 Permanent and Acting Unit Managers must obtain a Certificate IV in Correctional Practice within twenty four (24) months after receiving their Unit Manager or Acting Unit Manager permit.
- 43.8 The Employer will assist all Employees to achieve these qualifications within the specified timeframe.
- 43.9 If an Employee does not achieve and maintain the standards of competency set out in this clause, the Employee's employment may be terminated, or the Employee may be suspended without pay until the requirements are obtained. This subclause does not apply when the Employer does not provide the opportunity to achieve and maintain the standards of competency set out in this clause.

#### **44. Annual Training and Development Plans**

- 44.1 The Employer is committed to ensure that suitable training and development opportunities are provided to Employees to ensure that the necessary level of professional service is maintained to prisoners, that all Employees are kept up to date with changes within their profession and that the services provided are consistent with best practice.
- 44.2 Every Manager is responsible to work with their Employees on an annual basis to develop a yearly training and development plan. This plan will be developed through consultation with the Employees to ensure their individual and professional development needs are considered.
- 44.3 Training plans require endorsement from Human Resources for financial assessment.

### **Consultation, Grievances & Dispute Resolution**

#### **45. Union Facilities and Union Business**

- 45.1 The Unions will advise the Employer, in writing, the names of the elected Union Delegates.
- 45.2 The Employer will recognise the authorisation of each elected Union Delegate, and the protections afforded them in accordance with the FW Act, and provide them with the following assistance to undertake their duties:
- a) To attend union meetings, the Employer will, upon receiving at least one (1) weeks' notice of the meeting, approve paid time off subject to the operational requirements of the prison. No more than two (2) Officers off shift at any one time.
  - b) Access to facilities required for the purpose of carrying out their duties. Facilities may include, but not be limited to, the use of filing cabinets, meeting rooms, telephones, internet, photocopiers, and stationery. Such access to facilities shall not unreasonably affect the operation of the prison and be in accordance with normal policy and protocols. Furthermore, Union Delegates will be provided access to the Employer's email system. The use of emails and the conditions of use shall not form part of the Agreement but shall be separately dealt with.

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- c) Union Delegate will be allowed reasonable time off without loss of pay for ordinary time during normal working hours to perform their role as union delegate. However, they should liaise closely with their manager when contemplating time to exercise their role as union delegate so that the operational requirements of the respective prison unit can be considered and covered.
- 45.3 The Employer shall grant paid leave during normal working hours (if the Employee is rostered to work) to Employees:
- a) Who are required to attend or give evidence before any industrial tribunal regarding an industrial matter regarding Acacia Prison; and
  - b) When prior arrangement has been made between the Union and the Employer for the Employee to attend official Union meetings and Union meetings preliminary to negotiations and/or industrial tribunal proceedings; and
  - c) Who is required to attend Joint Consultative Committee meetings or working parties.
- 45.4 Access to paid leave for the purpose of union training is subject to the approval of the Employer however the approval shall not be unreasonably withheld and shall not exceed five (5) working days in any calendar year.
- 45.5 The granting of leave within this clause is subject to operational requirements of the Prison and shall only be approved where reasonable notice is given for the application for leave and for those Employees whose attendance is essential.
- 45.6 The Employer shall not be liable for any expenses associated with an Employee attending to union business.
- 45.7 Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.
- 45.8 The provisions of this clause shall not apply to special arrangements made with the union which provide for unpaid leave for Employees to conduct union business and when an Employee is absent from work without the approval of the Employer.

## **46. Joint Consultative Committee**

- a) The parties agree to establish a Joint Consultative Committee (JCC).
- b) The JCC will consist of representatives from staff, Unions and the Employer.
- c) The JCC shall meet monthly however members may agree to meet at different intervals.

## **47. Consultation Term**

- 47.1 This term applies if the employer;
- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### Major Change

- 47.2 For a major change referred to in clause 47.1 a):

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- a) the employer must notify the relevant employees and the JCC of the decision to introduce the major change; and;
- b) sub-clauses 47.3 to 47.9 apply.
- 47.3 The relevant employee may appoint a representative for the purposes of the procedures in this term.
- 47.4 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 47.5 As soon as practicable after making its decision, the employer must:
- a) discuss with relevant employees and the JCC;
- (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 and the JCC:
- (i) all relevant information about the change including the nature of the proposed change; and
- (ii) information about the expected effect of the change on the employees; and
- (iii) any other matters likely to affect the employees.
- 47.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or the JCC.
- 47.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees or the JCC.
- 47.8 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 Clause 47.2 a) and sub-clauses 47.3 and 47.5 are taken not to apply.
- 47.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
- b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.
- 47.10 For a change referred to in clause 47.1 b).
- a) the employer must notify the relevant employees and the JCC of the proposed change; and
- b) sub-clauses 47.11 to 47.15 apply.

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

47.12 If:

- 
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

47.13 As soon as practicable after proposing to introduce the change, the employer must:

- a) discuss with the relevant employees and the JCC the introduction of the change; and
- b) for the purposes of the discussion-provide to the relevant employee and the JCC;
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

47.16 In this term: relevant employees means the employees who may be affected by a change referred to in sub-clause 47.1.

## **48. Dispute Resolution Procedure**

The following procedure for settling disputes will be followed by the parties.

48.1 In the event of any dispute involving matters under this Agreement or the provisions of the National Employment Standards outlined in the *Fair Work Act 2009*, or any Industrial Matter as defined in clause 6.11 of this Agreement, every effort shall be made by the parties to resolve the issue at the workplace level in accordance with the following procedure.

48.2 An Employee who is party to a dispute may choose to appoint another person, organisation or association of their choice to represent them during this process.

48.3 All parties commit to the principles of procedural fairness (ie, *a fair go all round*) when settling any dispute.

48.4 At first instance, an aggrieved Employee(s) shall discuss the issue with the supervisor with the purpose of resolving the issue.

48.5 If the matter remains unresolved after discussions with the supervisor, the Employee may refer the issue, in writing to the next manager in the hierarchy. A response will be provided within 7 days, unless otherwise agreed by the parties.

48.6 If the matter remains unresolved, the Employee may refer the issue to the People and Capability Manager or a member of the Senior Management Team who will consult with the Employer prior to responding. A response will be provided within 7 days, unless otherwise agreed by the parties.

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- 48.7 If discussions at workplace level do not resolve the dispute, a party to the dispute or their representative may refer the matter to the FWC. The FWC may deal with the dispute in two (2) stages:
- a) The FWC 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 FWC is unable to resolve the dispute at the first stage, the FWC may then arbitrate the dispute.
- 48.8 In resolving the dispute the FWC can exercise any of its powers under the *Fair Work Act* in relation to conciliation conferences, hearings, witnesses, evidence and submissions which are necessary to make the resolution of the dispute effective.
- 48.9 The parties to the dispute will be bound by and implement any decision of the FWC subject to an appeal to the Full Bench of the FWC.
- 48.10 While the parties are trying to resolve the dispute using the procedures in this clause:
- a) If the dispute involves the withdrawal of labour, the parties undertake that the prison will be staffed so that it does not adversely affect the Employer's duty of care to prisoners and staff; and
  - b) The status quo (i.e. the conditions applying prior to the issue arising) will remain until the processes specified in accordance with the procedure outlined above are completed.
- 48.11 If a dispute arises which involves more than one Employee, the dispute may be raised through the JCC, however if in the opinion of the Employer, the issue can be resolved through the line management structure, the Employer shall refer the dispute back to line management in accordance with the process specified above.

#### **49. Workplace Health and Safety**

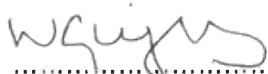
- 49.1 The parties are committed to best practice workplace health and safety practices. However, the health and safety standards, safe working practices and obligations to be observed by the parties to this Agreement are those prescribed by legislation which applies within the jurisdiction of Western Australia. Nothing in this clause is intended to incorporate or import state legislation or regulation by reference into this Agreement. Further, nothing in this clause is meant to be legally binding on the parties to this Agreement.

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## Signatures

### 50. Signatures of the Parties

SIGNED for and on behalf of Serco Australia Pty. Limited ABN: 44 003 677 352



.....  
**Will Quigley**

Acting Chief HR Officer

Serco Asia Pacific

Level 23, 60 Margaret Street Sydney NSW 2000

DATED 14/03/2025

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SIGNED for and on behalf of employees,

.....  
**Melanie Bray**

Branch Secretary

CPSU / SPSF Group / WA Branch

Level 5, 445 Hay Street, Perth, WA

DATED



.....  
**Andy Smith**

Branch Secretary

CPSU / SPSF Group / WAPOU Branch

63 Railway Parade, Mount Lawley, Perth, WA

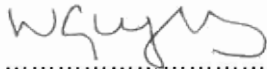
DATED 6 MARCH 2025

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## Signatures

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SIGNED for and on behalf of Serco Australia Pty. Limited ABN: 44 003 677 352



.....  
**Will Quigley**

Acting Chief HR Officer

Serco Asia Pacific

Level 23, 60 Margaret Street Sydney NSW 2000

DATED 14/03/2025

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SIGNED for and on behalf of employees,



.....  
**Melanie Bray**

Branch Secretary

CPSU / SPSF Group / WA Branch

Level 5, 445 Hay Street, Perth, WA

DATED 12.03.2025

.....  
**Andy Smith**

Branch Secretary

CPSU / SPSF Group / WAPOU Branch

63 Railway Parade, Mount Lawley, Perth, WA

DATED

## Schedules

### 51. Schedule 1 – Custodial Salaries (Annualised)

(Including Custodial Officers engaged on or after the date of approval of this Agreement by the Fair Work Commission)

Position	Aver. FT Hrs per Week	Effective from date of Approval (5%)			Effective from 01/07/2025 (4%)			
		Hourly rate used to calculate Overtime	Annualised Hourly Rate	Annualised Salary	Hourly rate used to calculate Overtime	Annualised Hourly Rate	Annualised Salary	
Golf One Unit Manager	42	\$52.82	\$52.82	\$115,367.46	\$54.94	\$54.94	\$119,982.16	
Unit Manager	42	\$51.46	\$51.46	\$112,394.21	\$53.52	\$53.52	\$116,889.98	
Mon-Fri Unit Manager	45	\$48.03	\$48.03	\$112,394.21	\$49.95	\$49.95	\$116,889.98	
Security Shift Officer (L2)	42	\$37.58	\$47.96	\$104,740.34	\$39.09	\$49.88	\$108,929.95	
Case Management Officer (L2)	42	\$38.42	\$47.10	\$102,868.48	\$39.96	\$48.98	\$106,983.22	
Trainee Custodial Officer (Induction)	38	\$29.15	\$31.20	\$61,657.76	\$30.32	\$32.45	\$64,124.07	
Security Shift Custodial Officer	42	Yr 1	\$33.12	\$41.23	\$90,043.29	\$34.44	\$42.88	\$93,645.03
		Yr 2	\$34.47	\$42.90	\$93,684.01	\$35.84	\$44.61	\$97,431.37
		Yr 3	\$35.79	\$44.56	\$97,324.73	\$37.22	\$46.35	\$101,217.72
		Yr 4 plus	\$37.14	\$46.23	\$100,965.45	\$38.62	\$48.08	\$105,004.06
Case Management Custodial Officer	42	Yr 1	\$33.12	\$40.53	\$88,515.14	\$34.44	\$42.15	\$92,055.74
		Yr 2	\$34.74	\$42.17	\$92,094.04	\$36.13	\$43.85	\$95,777.81
		Yr 3	\$36.41	\$43.81	\$95,672.94	\$37.87	\$45.56	\$99,499.85
		Yr 4 plus	\$37.14	\$45.44	\$99,251.83	\$38.62	\$47.26	\$103,221.90
Canine Handlers	42	Yr 1	\$37.17	\$45.53	\$99,442.84	\$38.66	\$47.35	\$103,420.55
		Yr 2	\$38.09	\$46.98	\$102,608.36	\$39.61	\$48.86	\$106,712.69
		Yr 3	\$39.92	\$48.43	\$105,773.89	\$41.52	\$50.37	\$110,004.85
		Yr 4 plus	\$40.73	\$49.88	\$108,939.40	\$42.35	\$51.88	\$113,296.97
R&R Custodial Officer	45	Yr 1	\$36.35	\$36.35	\$85,051.46	\$37.80	\$37.80	\$88,453.52
		Yr 2	\$37.79	\$37.79	\$88,422.17	\$39.30	\$39.30	\$91,959.06
		Yr 3	\$39.23	\$39.23	\$91,792.88	\$40.80	\$40.80	\$95,464.59
		Yr 4 plus	\$40.67	\$40.67	\$95,163.60	\$42.29	\$42.29	\$98,970.14

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**52. Schedule 2 – Casual Custodial Officer (Ordinary Base Hourly Rate)**

	<b>Effective from date of Approval (5%)</b>	<b>Effective from 01/07/2025 (4%)</b>
<b>Position</b>	<b>Ordinary Base Hourly Rate</b>	<b>Ordinary Base Hourly Rate</b>
Custodial Officer (Casual)	\$36.36	\$37.82
25% Loading	\$9.09	\$9.45
<b>Amount Payable</b>	\$45.45	\$47.27

### 53. Schedule 3 – Non-Custodial Salaries/Wages

Position	Aver. FT Hrs per Week	Effective from date of Approval (5%)		Effective from 01/07/2025 (4%)	
		Base Hourly Rate	Annual Salary	Base Hourly Rate	Annual Salary
Administration Officer Level 1	38	\$39.68	\$78,404.01	\$41.27	\$81,540.17
Administration Officer Level 2	38	\$37.33	\$73,760.78	\$38.82	\$76,711.21
Administration Officer Level 3	38	\$34.05	\$67,283.36	\$35.41	\$69,974.69
Assurance Officer	38	\$51.57	\$101,895.41	\$53.63	\$105,971.23
Cleaner	38	\$28.56	\$56,439.76	\$29.71	\$58,697.35
Dental Nurse	38	\$50.62	\$100,017.11	\$52.64	\$104,017.80
Education Facilitators	38	\$53.27	\$105,255.00	\$55.40	\$109,465.20
Education Team Leader	38	\$57.73	\$114,079.81	\$60.04	\$118,643.00
Facilities Coordinator	38	\$45.81	\$90,525.93	\$47.65	\$94,146.97
Intelligence Collator	38	\$43.70	\$86,348.05	\$45.45	\$89,801.97
Medication Assistant	42	\$34.56	\$75,480.87	\$35.94	\$78,500.10
Personal Assistant to Director	38	\$50.58	\$99,942.60	\$52.60	\$103,940.30
Prisoner Trust Services Supervisor	38	\$51.02	\$100,806.52	\$53.06	\$104,838.78
Procurement Officer	38	\$45.81	\$90,525.93	\$47.65	\$94,146.97
Programs Facilitators	38	\$50.36	\$99,510.63	\$52.37	\$103,491.06
Psychologists - Conditionally Registered	38	\$49.52	\$97,857.61	\$51.50	\$101,771.91
Psychologists - Fully Registered	38	\$56.63	\$111,902.60	\$58.90	\$116,378.71
Resettlement Officer	38	\$43.70	\$86,348.05	\$45.45	\$89,801.97
RTO Administrator	38	\$43.75	\$86,445.28	\$45.50	\$89,903.10
Senior Procurement Officer	38	\$48.08	\$95,013.88	\$50.01	\$98,814.44
Sentence Management Administrator	38	\$44.35	\$87,643.27	\$46.13	\$91,149.00
Sentence Management Team Leader	38	\$48.81	\$96,439.10	\$50.76	\$100,296.66
Supply Chain Supervisor	38	\$48.81	\$96,439.10	\$50.76	\$100,296.66
Supply Chain Team Leader	38	\$46.50	\$91,883.83	\$48.36	\$95,559.18
Visits Supervisor	38	\$48.08	\$95,013.88	\$50.01	\$98,814.44
Vocational Training Team Leader	38	\$57.73	\$114,079.81	\$60.04	\$118,643.00
Trades Supervisor	39.25	\$58.02	\$118,418.89	\$60.34	\$123,155.65
Industries Supervisor	39.25	\$58.02	\$118,418.89	\$60.34	\$123,155.65
Food Services Production Supervisor	38	\$60.80	\$120,145.63	\$63.23	\$124,951.45
Trades Instructors	39.25	\$50.47	\$103,007.60	\$52.49	\$107,127.90
Training Facilitator (HR)	38	\$56.88	\$112,393.91	\$59.15	\$116,889.67
Movement Officer	38	\$45.59	\$90,089.13	\$47.42	\$93,692.70
Vocational Trainers	38	\$52.13	\$103,007.60	\$54.21	\$107,127.90
Caterers	38	\$53.00	\$104,734.35	\$55.12	\$108,923.72
Young Adult Support Worker	38	\$45.59	\$90,088.33	\$47.41	\$93,691.86

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**Administration Level One** positions shall include; Peer Support Officer, Administration Officer Education, External Studies Coordinator.

**Administration Level Two** positions shall include: R&R Administrator, Administration Officer Medical, Administration Officer Finance (ii), Administration Officer Stores, Store Person, Bus & Truck Driver.

**Administration Level Three** positions shall include: Administration Officer Safer Custody, Administration Officer Visits, Administration Officer Finance (iii), Receptionist.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2025/697

Applicant:

Serco Australia Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

### **Undertaking – Section 190**

I, Kristine Waite, General Manager, People & Capability, Justice and Immigration, have the authority given to me by Serco Australia Pty Ltd to give undertakings with respect to the Serco/CPSU Acacia Prison General Enterprise Agreement 2024 (“the Agreement”):

1. ‘Shiftworker is defined at clause 6.17 of the Agreement for the purpose of annual leave. This definition will also apply for the purpose of the NES.
2. In addition to Clause 45 “Union Facilities and Union Business’ the relevant Award entitlements of Right of representation (Award Clauses 26A.5, 37A.5,33A.5) and Entitlement to reasonable communication (Award Clauses 26A.6, 37A.6, 33A.6) will also apply.
3. The minimum engagement for a casual employee and the minimum shift length for a part time employee will be 3 hours.
4. Consistent with the part-time employees clauses of the relevant Modern Awards, part-time employee patterns of work including hours, days and rosters will be agreed in writing and will be varied by mutual consent in writing.
5. In the event that rosters are significantly altered during the life of the Agreement in accordance with clause 28.12 and salaries are varied in accordance with clause 27.4 Serco will ensure that the new rosters are arranged, or that the new salaries are set at sufficiently high level, or that other additional payments are made, so that affected employees are better off overall when compared to the relevant Award.

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



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Signature

28 March 2023

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Date