



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**G4S Custodial Services Pty Ltd**  
(AG2024/1286)

## **G4S CUSTODIAL SERVICES PTY LTD DCB WA AGREEMENT 2023**

Corrections and Detentions Industry

DEPUTY PRESIDENT WRIGHT

SYDNEY, 8 MAY 2024

*Application for approval of G4S Custodial Services Pty Ltd DCB WA Agreement 2023*

### **Introduction**

[1] G4S Custodial Services Pty Ltd (the Employer) has made an application for approval of an enterprise agreement known as the *G4S Custodial Services Pty Ltd DCB WA Agreement 2023* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

### **Transitional arrangements under the Secure Jobs, Better Pay amendment**

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, that commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was 6 April 2023.

[4] Under transitional arrangements, amendments made by Part 16 of Schedule 1 to the Amending Act in relation to the *better off overall test* requirements for agreement approval applications apply where the agreement was *made* on or after 6 June 2023. The *better off overall test* provisions in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the agreement was made before 6 June 2023. The Agreement was *made* on 28 March 2024.

### **Agreement Explanation**

[5] In their application, the Employer indicated that G4S engaged with employees individually and collectively, in person and in writing, throughout the enterprise bargaining process, including, but not limited to, during the access period. A table of changes document was provided. The Employer provided submissions about how the terms and effects of the Agreement were explained to employees. I am satisfied having regard to those submissions that the requirements of s. 180(5) of the Act have been met.

### **Late Lodgement**

[6] The application was made on 17 April 2024 which is more than 14 days after agreement was made. The Employer provided submissions explaining the reason for the delay. I am satisfied having regard to those submissions that it is fair in all the circumstances to extend the lodgement period to 17 April 2024 in accordance with s. 185(3)(b) of the Act.

### **Section 190 Undertakings**

[7] The Employer provided written undertakings. A copy of the undertakings is attached in Annexure 1. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

### **Section 186, 187, 188 and 190**

[8] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

### **Section 183 Bargaining Representatives**

[9] The Transport Workers' Union of Australia (TWU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it.

[10] In accordance with s.201(2), I note that the Agreement covers the TWU.

## Approval

[11] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 May 2024. The nominal expiry date of the Agreement is 1 July 2026.



DEPUTY PRESIDENT

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# G4S Custodial Services Pty. Ltd. DCB WA AGREEMENT 2023

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1. THE AGREEMENT

1.1 TITLE

1.1.1 This Agreement will be known as the *G4S Custodial Services Pty. Ltd. DCB WA Agreement 2023* ("**Agreement**").

1.2 APPLICATION OF AGREEMENT

1.2.1 This Agreement has been negotiated between G4S Custodial Services Pty. Ltd. ("**the Employer**"), and Employees at DCB/CLC ("**the Employees**") for the court security and custodial services operations undertaken by the Employer at, or in relation to, the WA District Court Building ("DCB") pursuant to the DCB Courts Contract between the Employer and the State Government of WA ("**DCB Contract**"). The DCB Contract is not incorporated into this Agreement.

1.2.2 This Agreement covers:

- a) the Employer;
- b) the Union and its officers, subject to the provisions of the Act; and
- c) the Employees of the Employer.

1.2.3 This Agreement is not intended to exclude the NES. Where a provision of this Agreement is detrimental to an Employee compared to the NES, it will be of no effect.

1.3 DURATION AND RENEWAL

1.3.1 This Agreement will come into operation seven (7) days after the date of approval by the Fair Work Commission and has a nominal expiry date of 1 July 2026.

1.3.2 The parties agree to commence negotiations for a new agreement 3 months before the nominal expiry date.

1.4 NO EXTRA CLAIMS

1.4.1 It is a condition of this Agreement that the Employees bound by this Agreement undertake not to pursue any extra claims for the duration of this Agreement except when consistent with the terms of this Agreement.

1.5 POSTING OF AGREEMENT

1.5.1 The Employer will post this Agreement on notice boards accessible to all Employees and copies will be made available on request to all Employees.

1.6 PROCEDURAL INFORMATION

1.6.1 **The Employer's** policies and procedures will supplement this Agreement but do not form part of this Agreement and are not materially incorporated by reference into this Agreement. To the extent that there is disparity between the Agreement and the policy, this Agreement will apply.

1.7 DEFINITIONS

1.7.1 Act means the *Fair Work Act 2009* (Cth)

1.7.2 CSCS Act and Regulations means the *Court Security and Custodial Services Act 1999* (WA) and the *Court Security and Custodial Services Regulations 1999* (WA).

1.7.3 DCB means the District Court Building and related facilities in Perth, Western Australia.

1.7.4 Employee means a person who is employed at, or in relation to, the facilities, pursuant to the DCB Contract as a permitted Employee, but excludes the positions of Operations Coordinator, Quality, Compliance and Training Coordinator, Team



Leader Administrative and Clerical Employees.

- 1.7.5 Employer means G4S Custodial Services Pty. Ltd.
- 1.7.6 FWC means the Fair Work Commission.
- 1.7.7 G4S means G4S Custodial Services Pty Ltd.
- 1.7.8 Immediate family means:
- a spouse or former spouse, de facto partner or former defacto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - a child, parent, grandparent, grandchild or sibling of a spouse or defacto partner of the Employee.
- 1.7.9 NES means the National Employment Standards as set out in the Act.
- 1.7.10 Ordinary Rate of Pay shall mean the base classification rate for the Employee's Level as set out in Appendix A of this Agreement unless expressly provided as otherwise.
- 1.7.11 Trainee means an Employee of the Employer employed as a casual for a set period of pre-service training as determined by the Employer.
- 1.7.12 Union **means the Transport Workers' Union of Australia (TWU).**

## 2 CONDITIONS OF EMPLOYMENT

- 2.1 Employment requirements for employment at DCB and in positions covered by this Agreement, is subject to an Employee:
- 2.1.1 Providing police, security, traffic and criminal history clearances to the satisfaction of the Employer and the Department of Corrective Services;
- 2.1.2 Providing medical and employment history to the satisfaction of the Employer and the Department of Corrective Services;
- 2.1.3 Providing such clearances or information or participation in testing which the Employer requires to satisfy itself of the Employee's **suitability for employment** such as medical review;
- 2.1.4 Obtaining and retaining as required by the Department of Corrective Services and the Employer, an authorisation issued by the Department of Corrective Services, including a permit to perform high level security work; and
- 2.1.5 Notifying the Employer in writing immediately if they are charged or convicted of any offence (other than minor traffic offences) under State or Federal Legislation.

## 2.2 STAFFING LEVELS

- 2.2.1 The Employer agrees to review the number of permanent full time positions on a six monthly basis. Where a permanent full time position is required these positions will be advertised and selected using the principles of merit based selection and processes that are fair and equitable. When a permanent full time Employee or a permanent part time Employee posted to a site resigns and the position needs to be replaced the vacancy will be advertised and selected using the principles of merit based selection and processes that are fair and equitable. This means fair and open selection involving the best field of applicants taking into account the advantages of developing existing DCB Employees. The Employer will advertise and recruit legitimate vacancies within one month (1 month) of written notification of a permanent Employee's **termination**.
- 2.2.2 All new Employees will be subject to a probationary period of six (6) months.

- 2.2.3 The number of Permanent Full Time positions at DCB / CLC will be a minimum of 45 Employees.

## 2.3 CONTRACT OF EMPLOYMENT

### 2.3.1 Advice on Engagement

- 2.3.1.1 An Employee shall be informed in writing when engaged of the nature of his or her engagement whether as a permanent full time, permanent flexi-time or casual Employee or trainee.

### 2.3.2 Engagement

Employees may be engaged as:

- 2.3.2.1 Permanent full time Employees engaged for a minimum of thirty-eight (38) ordinary hours per week.

#### 2.3.2.2 Permanent flexi-time Employees

- 2.3.2.2.1. Due to the nature of the court environment, including the ability to determine court listings and finish times in advance, the Employer is unable to provide shift end times for the entirety of its workforce.

- 2.3.2.2.2. In order to provide permanent and secure employment whilst retaining the flexibility to practically service the court environment, the Employer employs permanent flexi-time Employees who are engaged for a minimum of twenty five (25) ordinary hours each week, or at the election of the Employee for a minimum of thirty (30) ordinary hours each week.

- 2.3.2.2.3. Permanent flexi-time Employees may be required to work up to a maximum of thirty eight (38) ordinary hours per week.

- 2.3.2.2.4. A permanent flexi-time Employee shall receive payment of wages, annual **leave, public holidays, personal/carer's leave, long service leave and** compassionate leave prescribed by this Agreement on a pro rata basis in the same proportions as to the number of hours usually worked each week to thirty-eight (38) hours.

- 2.3.2.2.5. If a permanent flexi-time Employee is unable to work flexible hours as required under this clause due to a circumstance defined under subclause 15.2.1, the Employee may request a flexible work arrangement (which may include fixed shift end times) in accordance with subclause 15.2.

- 2.3.2.2.6. Wherever possible, permanent flexi-time Employees shall have preference in hours allocated over casual Employees on their days worked.

- 2.3.2.3 A worker who, upon attending the DCB site, voluntarily agrees to complete a shift later in the day to assist the site with operational requirements, and must therefore cancel the shift which they attended the site to complete, will be paid for a minimum of 4 hours work for the shift which has been canceled, and will be paid as required for the subsequent shift completed later in the day.

#### 2.3.2.4 Qualifying Period

- 2.3.2.4.1. Permanent full time and flexi-time probationary will be engaged for an initial six (6) month qualifying period to assess their suitability for the position. The time spent, as a probationary Employee, will count as time worked for the purposes of accounting any entitlement under this Agreement. Should an Employee under this clause be appointed to any other employment classification not listed in this clause then the probationary period under subclauses 2.3.2.4 and 2.2.2 shall apply.

2.3.2.4.2. Permanent flexi-time probationary Employees will have their employment reviewed after three months and offered permanent flexi- time employment based on satisfactory performance, attendance and attitude. Permanent flexi-time probationary Employees who do not pass the review stage will be offered additional training, mentoring or supervision for a period up to three months. In all cases the provisions of subclause 2.2.2 will apply.

2.3.2.5 Casual Employees

2.3.2.5.1. A casual Employee shall be designated as a casual and will be employed and paid by the hour. The casual Employee will be paid on the basis of the hourly rate for the level in which the casual Employee is employed for each ordinary hour worked, plus a twenty-five percent (25%) loading to compensate for the Employee not being entitled to paid leave, absence on public holidays or to notice of termination and redundancy benefits or any other entitlements applicable to permanent Employees only. For a casual Court Services and Security Officer, this loading is included in the rate of pay in Appendix A.

2.3.2.5.2. Overtime and shift penalties shall be calculated at the normal hourly rate plus 10% plus the applicable penalty.

2.3.2.5.3. Other than as provided for in the NES a casual Employee is not eligible for:

- Annual leave
- Public holidays
- Personal leave
- Compassionate leave
- Parental leave
- Redundancy
- Notice periods

2.3.2.6 The Employer will make an offer of permanent employment to an eligible casual Employee who has been employed by the Employer for a period of 12 months in accordance with the NES.

2.3.2.7 Casual Employees who have been employed by the Employer for a period of 12 months have the right to request to be converted to permanent employment in accordance with the NES.

2.3.3 Calculation of Continuous Service

2.3.3.1 The calculation of continuous service shall be in accordance with the definition of that term in the *Long Service Leave Act 1958 (WA)*, as amended from time to time.

2.3.3.2 Continuity of service will exist in any case where the Employer terminates an Employee solely to avoid obligations under this Agreement and the onus of proof in any such case will rest with the Employer.

2.4 DISCIPLINARY PROCEDURE

2.4.1 The parties agree that the following procedures shall be adhered to for all Employees:

2.4.1.1 Step One - First Written Warning

Should an Employee's behaviour and/or performance warrant it, his/her immediate supervisor should speak to the Employee concerned. The Employee concerned must be informed why his or her behavior and/or performance have been UNSATISFACTORY and the form of ACCEPTABLE

behaviour and/or performance that is required.

A TWU delegate or Employee representative must be present if requested by the Employee.

A record of the written warning shall be placed on the Employees' **personnel** file.

#### 2.4.1.2 Step Two – Second Written Warning

Should the same, similar or other form of unacceptable behavior and/or performance by the same Employee recur a second written warning shall be issued. Should this be necessary the following shall occur:

2.4.1.2.1. The Employee must be informed that this is a written warning and the reasons why it is occurring.

2.4.1.2.2. The Employee must be told what actions and/or behaviour is UNACCEPTABLE, what action and/or behaviour is ACCEPTABLE. A copy of the written warning shall be placed on the Employees' **personnel file**.

#### 2.4.1.3 Step Three – Final Written Warning

2.4.1.3.1. Should the same, similar or other unacceptable behavior by the same Employee recur, the Employee shall be given a final written warning. A copy of this final written warning shall be placed on the Employee's personal file.

#### 2.4.1.4 Action in Respect to Dismissal of Employees

2.4.1.4.1. Where a decision has been made to dismiss any Employee, all aspects of the case must, first be discussed with the Head of Workplace Relations (or a delegate of the Head) and General Manager DCB. The Employee concerned must be informed by the General Manager DCB or a delegate of the General Manager the reasons for the dismissal. A Union Delegate or Employee representative may be present, at the request of the Employee, at this point. The Employer shall confirm the notice of dismissal in writing.

#### 2.4.1.5 Instant Dismissal

2.4.1.5.1. Nothing in this procedure shall affect the right of the Employer to terminate without notice Employees in circumstances where serious or gross misconduct occurs; unless the Employer accepts detailed and exceptional mitigating circumstances which will, at the discretion of the Employer, result in a First and Final Written Warning being issued in lieu of termination.

2.4.1.5.2. Employees have the right to appeal the decision of instant dismissal. The appeal must be in writing and made to the General Manager within five (5) working days of formal notification of dismissal. This subclause 2.4.1.5.2 shall not be interpreted or applied so as to be inconsistent with section 194 of the Act.

2.4.1.5.1 A TWU Delegate or Employee representative may be present, at the request of the Employee, at any time during this process.

#### 2.4.1.6 Other Dismissals

2.4.1.6.1. Nothing in this procedure shall affect the right of the Employer to terminate the services of Employees for other reasons (e.g. redundancy) subject to the meeting of legislative and/or agreement obligations. Employees accept that the decision to issue or revoke a permit to do high-level security work rests with the Department of Corrective Services. Should the Department decline or revoke a permit without disclosing the reason, then upon termination all entitlements will be paid.

## 2.4.2 Special Interest Employees

2.4.2.1 Particular care must be taken when implementing the disciplinary procedure to take account and ensure that Employees are able to understand the process e.g. Employees with English language difficulties.

## 2.4.3 Contesting of Warnings

2.4.3.1 An Employee may contest any warning or dismissal given in accordance with this agreement by written notice to the General Manager DCB who shall consider the matter. If resolution is not achieved, then the disputes procedure will apply.

## 2.5 TERMINATION OF EMPLOYMENT

### 2.5.1 Application of Clause

2.5.1.1 A contract of service may be terminated in accordance with the provisions of this subclause and not otherwise but this subclause does not operate so as to prevent any party to a contract from giving a greater period of notice than that set out below.

### 2.5.2 Notice of Termination by Employer

2.5.2.1 In order to terminate the employment of any Employee (other than of a casual, or for serious misconduct) the Employer shall give an Employee the following notice:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
No more than one (1) year	One (1) week
One (1) year but less than three (3) years	Two (2) weeks
Three (3) years but less than five (5) years	Three (3) weeks
Five (5) years and over	Four (4) weeks

2.5.2.2 An Employee who at the time of being given notice is over forty-five (45) years of age and who at the date of termination has completed at least two (2) years' continuous service with the Employer, will be entitled to one (1) week's notice in addition to the notice prescribed in subclause 2.5.2.1.

2.5.2.3 Payment in lieu of the notice prescribed in subclauses 2.5.2.1 and 2.5.2.2 of this sub clause will be made if the appropriate notice period is not given by the Employer. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

### 2.5.2.4 Notice of Termination by Permanent Employee

2.5.2.4.1. The notice of termination required to be given by an Employee is the same as the scale provided in the Table in subclause 2.5.2.1. If an Employee fails to give the required notice, or having given such notice leaves before the notice expires, the Employee forfeits the entitlement to any moneys owing to the Employee under this Agreement except to the extent that those moneys exceed the ordinary wages for the required period of notice.

### 2.5.2.5 Statement of Employment

2.5.2.5.1. The Employer will, upon receipt of a request from an Employee whose employment has been terminated, or resigned, provide to the Employee a written statement specifying the period of his or her employment and the classification of the type of work performed by the Employee. The Statement

will be available to the Employee upon written request within five working days of the request being received in writing.

#### 2.5.2.6 Casual Employees

2.5.2.6.1 The period of notice of termination in the case of a casual Employee will be one (1) hour.

2.5.2.6.2 If the required notice of termination is not given, one (1) hour's wages will be paid by the Employer or forfeited by the Employee, whichever is applicable.

#### 2.5.2.7 Employee to have Opportunity to Respond to Allegations

2.5.2.7.1. Except where the Employer could not reasonably be expected to do so, the Employer must not terminate an Employee's employment for reasons related to the **Employee's** conduct or performance unless the Employee has been given the opportunity to defend himself or herself against the allegations.

#### 2.5.2.8 Summary Dismissal

2.5.2.8.1. Nothing in this clause prevents the Employer dismissing an Employee without notice for serious misconduct, in which case wages will be paid up to the time of dismissal only.

### 2.6 WORK TO BE PERFORMED

2.6.1 An Employer may direct an Employee to carry out such duties as are within the limits of the **Employee's** skill, competence and training and any such direction issued by the Employer will be consistent with the Employer's responsibility to provide a safe and healthy work environment.

2.6.2 Employees will perform such work as the Employer requires, and will comply with all reasonable requirements during the ordinary hours of work and overtime and all such work must be carried out to the satisfaction of the Employer.

2.6.3 An Employee who chooses to take a secondment to work in another Employer contract will be paid in accordance with the terms and conditions of that contract.

2.6.4 A specific requirement of the contract is to maintain a flexible workforce for the delivery of services.

2.6.5 It is a condition of employment that CSCS officers will rotate through different Security, Custodial areas and sites, including but not limited to Court Security, Courts, General Security, Escorts, Persons in Custody, Emergency Hospital Sits and any other key elements of the **Employer's** Model. This cross deployment will ensure that experience and skills are gained by Employees in different duties and responsibilities associated with the contract and will enhance operational flexibility.

### 2.7 REDUNDANCY

2.7.1 Where the position of an Employee is made redundant, the Employer will use its best endeavours to locate an alternative position for that Employee which is within the **Employee's** skills, competency and training and which is on similar terms and conditions to those the Employee previously received.

2.7.2 Where the Employer identifies that multiple redundancies within a role classification are required, and suitable redeployment options are not available, Employees within that role classification will be invited to submit

an Expression of Interest for voluntary redundancy. The Employer reserves the right to decline volunteers based on reasonable business grounds and/or operational needs.

2.7.3 If the Employer is unable to meet its redundancy needs through voluntary redundancies, the Employer may implement an involuntary redundancy process.

2.7.4 In the event that an Employee's **employment is terminated due to redundancy**, the Employee is entitled to notice in accordance with subclause 2.5.2, and redundancy pay (based on the Employee's **current ordinary rate of pay**) as follows:

Continuous Service	Redundancy Pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	12 weeks
At least 7 years but less than 8 years	14 weeks
At least 8 years but less than 9 years	16 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	16 weeks

2.7.5 Where an Employee whose position is made redundant, does not accept a suitable alternative position offered with similar conditions and salary, or the Employee is not entitled to redundancy pay under the Act, then the Employee is not entitled to the redundancy payments referred to in subclause 2.7.4.

2.7.6 Employees exempted

2.7.6.1 This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual Employees, probationary Employees, trainees or Employees engaged for a specific period of time or for a specified task or tasks.

## 2.8 HOURS OF WORK - NON SHIFTWORKERS

2.8.1 Ordinary hours of work for non-shiftworker Employees shall be worked on the basis of Monday to Friday between 5am and 8pm.

2.8.2 No shift of ordinary hours will be less than 4 hours in duration, or longer than 7.6 hours

2.8.3 The maximum number of ordinary hours in any fortnight cannot exceed seventy-six (76) hours.

2.8.4 Day shift

2.8.4.1 Starting and finishing times of the ordinary hours of work for a day shift shall be set by the Employer, but no starting time shall be earlier than 5.00am.

2.8.5 Afternoon shift

2.8.5.1 An afternoon shift is where ordinary hours commence after 12.30pm.

2.8.5.2 Employees working an afternoon shift shall be paid at the ordinary hourly rate of pay plus 17.5% for the whole shift.

2.8.5.3 Overtime rates apply to hours worked in excess of 7.6 hours per shift and to hours worked after 8pm. Overtime rates will apply instead of the 17.5% loading.

## 2.9 HOURS OF WORK – SHIFTWORKERS

2.9.1 Arrangement of Ordinary Hours

2.9.1.1 The ordinary hours of a full time shiftworker Employee shall be eighty-four (84) hours per fortnight and shall be worked on the basis of Monday to Sunday. No ordinary hour shift will be shorter than 4 hours or longer than 12 hours.

2.9.2 Night Shift

2.9.2.1 A night shift is where the majority of hours worked fall outside ordinary hours of 5.00am and 8.00pm. Employees working a twelve (12) hour night shift will be paid the ordinary hourly rate of pay plus 25% for the whole shift. The loading of 25% is inclusive of any overtime payments that would otherwise be applicable for working in excess of 7.6 hours per day or 38 hours per week, or outside the ordinary hours of 5.00am to 8.00pm. When working in excess of the 12 hour shift in respect of the excess hours, the 25% loading is excluded and instead double time rates will apply.

2.9.3 Day Shift

2.9.3.1 A day shift is where the majority of hours worked fall within ordinary hours of 5.00am to 8.00pm and the Employee is regularly rostered to work a twelve (12) hour shift. Employees working a twelve (12) hour day shift will be paid the ordinary hourly rate of pay plus 12.5% for the whole shift. The loading of 12.5% is inclusive of any overtime payments that would otherwise be applicable for working in excess of 7.6 hours per day or 38 hours per week, or outside the ordinary hours of 5.00am to 8.00pm. When working in excess of the 12-hour shift double time rates will apply. Overtime rates will apply instead of the 12.5% loading.

## 2.10 PAYMENT OF WAGES & PAYROLL DEDUCTIONS

2.10.1 Wages will be paid by electronic funds transfer, by deposit of those wages normally on Wednesday of the pay week, but by no later than Thursday, into a bank account or other financial institution account to be nominated by the Employee. The timing of these transfers will differ depending on the Employee choice of financial institution. Where a public holiday falls on the Monday or Tuesday of a pay week, the payday will be no later than the Thursday. If any further delays are anticipated alternate means of payment will be arranged on request.

2.10.2 The Employer will make deductions from wages as authorised by Employees.



2.10.3 Following each pay day Employees will receive a statement on a pay envelope or pay slip showing the total amount of payments and all deductions there from. The pay slip will be issued or made available to Employees by the end of the week following the pay day.

## 2.11 MEAL TIMES AND REST BREAKS

2.11.1 A period of one half (1/2) hour (except for shift workers) or by agreement from the Employer 1 hour will be allowed for all Employees within five (5) hours after commencing work for a meal break. Otherwise, the one half (1/2) hour meal break will be included as actual hours worked.

2.11.2 Where an Employee is rostered to work a 6 hour shift the meal break (unpaid) may be taken at the end of the shift.

2.11.3 Where operational circumstances allow Employees will be entitled to a 10 minute paid break after the first 3 ordinary hours of work each day. The time of break is at the discretion of the Team Leader or Senior Officer.

## 3. PAY RATES AND CLASSIFICATION STRUCTURES

### 3.1 CLASSIFICATIONS AND PAY RATES

3.1.1 The classifications and pay rates under this Agreement are set out in Appendix A.

3.2 SALARY INCREASES The Hourly Rates of Pay set out in Appendix A are adjusted over the life of this Agreement as follows:

First Pay Period Commencing On Or After	Uplift
1 July 2023	4.5%
1 July 2024	3.5%
1 July 2025	3.5%

### 3.3 HIGHER DUTIES

3.3.1 Permanent Full time and Permanent Flexi Time Employees shall be paid for all hours worked at the hourly rate applicable to the position to which the Employee has been requested to cover an Employee in a higher classification who has left for the shift or who will be absent for the shift.

3.3.2 If a CSCS Officer covers a Full cycle of shift work for the Master Control Room operator (ie, for a minimum period of 2 weeks) then they will be paid at the Master Control Room Operator rate of pay and not as a CSCS Officer.

### 3.4 SERVICE RECOGNITION PAYMENTS

3.4.1 In recognition of their service to the DCB contract, permanent Employees will receive annual payments at the level attained when they complete significant periods of continuous service.

3.4.2 Permanent Employees will only receive the annual payment applicable to their highest level of continuous service and not be able to claim lower levels as well. The periods and the respective payments are set out in the table below. These payments will not increase during the life of the agreement.

Level of Continuous	Years	Annual
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Service		Payment
Level 1	3 years	\$1,651
Level 2	5 years	\$1,888
Level 3	7 years	\$2,124

- 3.4.3 Payments will be made annually and in the first pay period after the **Employee's anniversary date**.

#### 4. ADDITIONAL PAYMENTS AND BENEFITS

##### 4.1 OVERTIME

- 4.1.1 All work performed in excess of 7.6 hours per day between Monday to Friday, or outside of the ordinary hours of work between Monday to Friday will be deemed to be overtime and shall be paid for at 50% penalty for the first two (2) hours and 100% penalty thereafter. This clause does not apply to Employees who are permanent shift workers.
- 4.1.2 The requirement to work on weekends is to be confirmed by noon on the Friday or later by agreement except for Employees on call.
- 4.1.3 Each day shall stand alone when calculating overtime.
- 4.1.4 Where an Employee is required to work in more than one location during any one twenty-four (24) hour period their actual hours worked will be deemed to be continuous and all ordinary hours and overtime payments shall apply. However, all time spent travelling between two (2) work locations will be travel time and paid at single time.
- 4.1.5 Where an Employee is required to work more than fourteen (14) hours continuously in any one twenty-four (24) period they are entitled to a minimum ten (10) hour break. The difference between the Employees normal rostered start time and their adjusted start time will be paid as ordinary hours as if those hours had been worked. If on the instructions of the Employer such an Employee resumes or continues work without having had a ten (10) hour break the Employee must be paid at overtime rates until released from duty for such a break.

##### 4.2 MEAL ALLOWANCE

- 4.2.1 An Employee, excluding 12-hour shift workers, required on any day to work for 9.6 hours or more will be paid one meal allowance (as shown in Appendix A) in addition to any overtime payment.

##### 4.3 ADDITIONAL DUTIES ALLOWANCE – HIGH SECURITY ESCORTS and HOSPITAL SITS

- 4.3.1 Custodial Officers rostered to escort High Security Escort prisoners or undertake hospital sits will be paid an hourly allowance as shown in Appendix A, rounded up to the nearest 15 minutes for all time whilst escorting High Security Escort prisoners or carrying out the hospital sit.
- 4.3.2 A roster to cover hospital sits will be developed through the Consultative Committee.

##### 4.4 ALLOWANCE INCREASES

- 4.4.1 The prescribed amounts of allowances (except for the Boot Allowance) paid under this Agreement will increase at the same time and by the same rate as the Hourly Rates of Pay set out in Appendix A.

#### 4.5 SATURDAY, SUNDAY AND PUBLIC HOLIDAY RATES

- 4.5.1 Employees required to work on Saturday will be paid at normal rates plus 75%.
- 4.5.2 Employees required to work on Sunday will be paid at normal rates plus 100%.
- 4.5.3 Employees required to work on a Public Holiday will be paid at normal rates plus 150%.
- 4.5.4 The effective higher rate of pay taking into account Overtime, Weekend and Public Holiday always applies. For shift workers this means the loadings of 25%, 17.5% or 12.5% will not apply and instead the applicable weekend or public holiday loading will apply.

#### 4.6 VACCINATIONS

- 4.6.1 Flu vaccinations and Hepatitis B protection are available to Employees from the Employer at no expense to the Employee.

### 5. LEAVE PROVISIONS

#### 5.1 ANNUAL LEAVE

- 5.1.1 Period of Leave – non-shift workers
- 5.1.1.1 Except as hereinafter provided, a period of 152 hours paid leave will be allowed annually to a permanent full-time Employee and pro-rata to the usual weekly hours worked for permanent flexi-time Employees by the Employer. Annual leave will accrue progressively based on ordinary hours worked and accumulates from year to year.
- 5.1.2 Period of leave – shift workers
- 5.1.2.1 For the purposes of annual leave, a shift worker is an Employee who works a 12-hour permanent shift roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week and who is regularly rostered to work on Sundays and public holidays.
- 5.1.2.2 Shift workers, under this Agreement will receive a minimum of 5 weeks/ 190 hours of paid annual leave annually, which will accrue progressively based on ordinary hours worked and accumulates from year to year.
- 5.1.2.3 Shift workers who work a 12 ordinary hour permanent shift roster in accordance with subclauses 2.9.2 and 2.9.3 will receive 210 hours of paid annual leave annually.
- 5.1.3 Public Holiday during Period of Leave
- 5.1.3.1 If any Public Holiday falls within an Employee's period of annual leave and is observed on a day, which in the case of that Employee would have normally been rostered for ordinary hours, there will be added to that period one day for each public holiday so observed, pro rata for Permanent Flexi Time Employees.
- 5.1.4 Leave may be taken in Shorter Periods
- 5.1.4.1 Where any Employee and the Employer agrees, annual leave may be taken in periods of less than four (4) consecutive weeks but not less than one (1) week's leave at a time that meets operational requirements. Any request for annual leave outside this clause shall be submitted to the General Manager

for consideration and the Employer will comply with the National Employment Standards in deciding requests for annual leave.

5.1.5 Termination of Employment & Annual Leave

5.1.5.1 On termination an Employee will be entitled to any accrued entitlements and leave loading up to the date of termination.

5.1.6 Payment for Leave

5.1.6.1 During periods of annual leave, Employees will be paid the Employee's base classification rate of wage, plus a seventeen and one half percent (17.5%) annual leave loading.

5.1.7 Cash out of Annual Leave

5.1.7.1 An Employee may request to have annual leave cashed out if doing so would not result in the Employee's **remaining accrued entitlement to paid leave** being less than four (4) weeks and is in accordance with the National Employment Standards.

5.1.8 Requirement to take Annual Leave

5.1.8.1 An annual leave roster will be developed through the consultative committee.

5.1.8.2 Annual leave should be taken within 12 months of accrual.

5.1.8.3 **Employees may elect to give four weeks' notice of intention to take annual leave** at any time, including Employees with a balance of less than 6 weeks of leave accrued, prior to the actual leave being taken. The Employer will not unreasonably refuse written requests for annual leave. This will be subject to operational requirements.

5.1.8.4 Employees have an excessive leave accrual if the Employee has accrued **more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shift worker)**.

5.1.8.5 If an Employee has an excessive leave accrual, the Employer and Employee should first attempt to reach an agreement on how to reduce the excessive leave accrual.

5.1.8.6 If an agreement under subclause 5.1.8.5 cannot be reached:

5.1.8.6.1 The Employer may direct the Employee to take one or more periods of paid annual leave, provided the Employee retains a balance of no less than **6 weeks' of paid annual leave, any period of leave required to be taken is not** less than one week, the leave to be taken must be no less than 8 weeks or more than 12 months after the direction is given, and the direction is provided in writing.

5.1.8.6.2 An Employee may give notice to the Employer requesting to take one or more periods of paid annual leave, provided the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice, the Employee has not already been given a direction to take leave that would reduce the leave balance to be no longer considered excessive, the period of leave is no less than one week, the leave to be taken is no less than 8 weeks or more than 12 months after the notice is given, and the notice is provided in writing. An Employee is not able to request by notice **more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shift worker)** in any period of 12 months.

## 5.2 **PERSONAL/CARER'S LEAVE**

### 5.2.1 Entitlement

5.2.1.1 Full time Employees will be entitled to seventy-six (76) hours paid personal leave (pro rata for part time Employees) for each year of completed continuous service.

5.2.1.2 Permanent shift workers who work 12 hour shifts will be entitled to eighty-four (84) hours of paid personal leave for each year of completed continuous service.

5.2.1.3 Personal leave will accrue progressively during the year based on according to the Employee's **ordinary hours of work, and accumulates from year to year.**

### 5.2.2 **Taking paid personal/carer's leave**

5.2.2.1 An Employee **may take paid personal/carer's leave:**

5.2.2.1.1. because the Employee is not fit for work because of a personal illness or injury affecting the Employee (sick leave); or

5.2.2.1.2. to provide care of support to a member of the Employee's Immediate family, or a member of the Employee's **household, who requires care of support** because the member has been affected by:

- personal illness or injury; or
- an unexpected emergency (**carer's leave**).

### 5.2.3 Payment when taking leave

5.2.3.1 **Paid personal/carer's leave is paid at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period.**

### 5.2.4 Notice and evidence requirements

5.2.4.1 Employees will, prior to the commencement of ordinary hours, inform the appropriate Employer's representative of the nature of the injury or illness and the estimated duration of absence on personal leave.

5.2.4.2 **Employees taking paid personal/carer's leave are required to provide a medical certificate and/or carer's leave certificate from a medical practitioner (including a Pharmacist, Chiropractor, and Dentist) when:**

- the Employee has taken more than 5 single day absences per calendar year;
- the leave taken is for 2 or more consecutive shifts;
- the leave falls on a Friday;
- the leave falls on a day immediately prior to or immediately following annual leave; or
- the leave falls on a day immediately prior to or immediately following a public holiday.

### 5.2.5 Sickness during Annual Leave

5.2.5.1 Any Employee who is sick or injured whilst on annual leave may apply for personal leave in lieu of annual leave providing notification of such application is made within the first three (3) days of his/her return and the application is supported by a medical certificate.

## 5.2.6 Effect upon Workers Compensation

- 5.2.6.1 The provisions of this subclause 5.2.5 do not apply to Employees who are absent from work and entitled to payment of Workers Compensation benefits.

## 5.3 UNPAID CARERS LEAVE

- 5.3.1 Casual Employees, or full time and part time Employees who have **exhausted their paid personal/carer's leave entitlements, are entitled to 2 days of unpaid carer's leave for each occasion when they are required to provide care of support to a member of the Employee's Immediate family, or a member of the Employee's household, who requires care of support because the member has been affected by:**
- a personal illness or injury; or
  - an **unexpected emergency (carer's leave).**
- 5.3.2 The Employer may request a medical certificate or Statutory Declaration to **support the need to take unpaid carer's leave.**

## 5.4 LONG SERVICE LEAVE

- 5.4.1 Employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1958* (WA) as amended or replaced.

## 5.5 COMPASSIONATE LEAVE

- 5.5.1 Employees are entitled to 2 days of compassionate leave for each occasion when:
- 5.5.1.1 **a member of the Employee's Immediate family or household:**
- contracts or develops a personal illness that poses a serious threat to his or her life; or
  - sustains a personal injury that poses a serious threat to his or her life; or
  - dies; or
- 5.5.1.2 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.
- 5.5.2 The leave referred to in subclauses 5.5.5.1 and 5.5.5.2 will be paid compassionate leave for full time and part time Employees (at ordinary hourly rates of pay), and unpaid compassionate leave for casual Employees.
- 5.5.3 In addition to the entitlement provided in subclause 5.5.1, full time and part time Employees will have access to an additional 2 days of paid compassionate leave in the event of the death of his/her mother, father, brother, sister, spouse, de-facto spouse, child or de-facto child.
- 5.5.4 This clause will have no operation while the period of leave under it coincides with any other period of leave.

## 5.6 PUBLIC HOLIDAYS

- 5.6.1 The following days, or the days observed in lieu thereof or in addition to, will be allowed as public holidays, namely: **New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, WA Day, King's Birthday, Christmas Day and Boxing Day.**
- 5.6.2 When any of the days mentioned in subclause 5.6.1, except ANZAC Day and

Australia Day, falls on a Saturday or a Sunday, the holiday will be observed on the next following Monday, and when Boxing Day falls on a Sunday or a Monday, the public holiday will be observed on the following Tuesday. In each case the substituted day will be a public holiday without deduction of pay, and the day for which it is substituted will not be a public holiday.

5.6.3 The provisions of this clause will not apply to casual Employees or Employees who would not normally have worked ordinary hours on the day upon which **the public holiday falls. Employees shall be paid the numbers of hours'** ordinary pay for which they would normally have been rostered had the day not been a public holiday.

5.6.4 A permanent flexi time Employee will be paid for public holidays based on the average ordinary hours across the previous 6 pay periods or 6 (or 5 where applicable) hours whichever is the greater.

## 5.7 SPECIAL LEAVE

5.7.1 In circumstances where genuine need and/or hardship arise an Employee will be entitled to request unpaid special leave from the General Manager. Leave granted will only be considered when other leave has been exhausted.

5.7.2 The decision to grant special leave will be at the discretion of the General **Manager, who will include in their decision a review of the Employee's work** performance.

5.7.3 In deciding to grant special leave, factors such as the Employee's length of service will be considered.

5.7.4 Where such leave is unpaid all entitlements will be frozen and no further entitlements shall accrue during the period of leave.

5.7.5 At the General Manager discretion an Employee can access special leave – paid where they have experienced a significant traumatic workplace incident whilst carrying out their duties. The taking of this leave will be subject to approval by the General Manager and the Employee must undertake counselling for the incident through the Employer provided Employee Assistance Program.

## 5.8 PARENTAL LEAVE

5.8.1 Parental Leave is available to eligible Employees to take leave from work to **care for their child, in association with the child's birth or adoption, and in** accordance with the NES.

### 5.8.2 Eligible Employees

5.8.2.1 Full-time and part-time Employees are eligible for paid and unpaid parental leave if they have completed at least 12 months of continuous service with the Employer at the time of commencing parental leave.

5.8.2.2 Casual Employees are eligible for unpaid parental leave if:

- they are employed on a regular and systematic basis and have been employed on that basis for a sequence of periods of employment during a period of at least 12 months immediately prior to commencing parental leave; and
- but for the taking of parental leave, the Employee would have a reasonable expectation of continuing engagement with the Employer on a regular and systematic basis.

### 5.8.3 Entitlement

5.8.3.1 Eligible Employees are entitled to a total of 52 weeks of parental leave, inclusive of paid and unpaid leave.

- 5.8.3.2 Employees may utilize their paid Annual Leave and Long Service Leave entitlements during the period of unpaid parental leave, so that the total combined period of leave is taken in 52 weeks.
- 5.8.3.3 Employees may apply to extend the period of parental leave for a further 52 week period. Requests to extend parental leave must be in writing with a **minimum of 4 weeks' notice, and the Employer may refuse the request on reasonable business grounds.**
- 5.8.3.4 Eligible Primary Carers (i.e. the person who has assumed the principal role for taking care of the child) shall receive eight (8) weeks of paid parental leave, subject to subclause 5.8.3.5.
- 5.8.3.5 Paid Parental Leave must be taken in one single continuous period, and can be taken at half pay if requested.
- 5.8.3.6 Casual Employees are not entitled to paid Parental Leave.
- 5.8.4 Employer Policy
- 5.8.4.1 Further information on taking Parental Leave can be found in **the Employer's** Leave Policy. For the avoidance of doubt, the **Employer's** Leave Policy does not form part of this Agreement.

## 5.9 COMMUNITY SERVICE LEAVE

- 5.9.1 An Employee may be granted emergency services leave in the interests of public safety, or jury service, in accordance with the provisions of the National Employment Standards for community service leave.
- 5.9.2 An Employee called up for Jury Service
- 5.9.2.1 Employees, including casual Employees, can take leave to attend jury selection and jury duty.
- 5.9.2.2 Employees must advise the Employer of the period or expected period of leave as soon as possible. If an Employee requests leave they need to provide evidence showing they attended jury selection or jury duty.
- 5.9.2.3 An Employee, other than a casual Employee, has to be paid 'make-up pay' for the first 10 days of jury selection and jury duty. Make-up pay is the difference between any jury duty payment the Employee receives (excluding any expense-related allowances) from the court and the Employee's base pay rate for the ordinary hours they would have worked.
- 5.9.2.4 Make-up pay for Jury Service will be paid when the Employee provides evidence that:
- the Employee has taken all necessary steps to obtain jury duty pay; and
  - the total amount of jury duty pay that has been paid or will be payable to the Employee for the period.
- 5.9.2.5 Applications are to be approved by the General Manager and accompanied by evidence of the necessity of attendance.

## 5.10 FAMILY AND DOMESTIC VIOLENCE LEAVE

- 5.10.1 An Employee will have access to 10 days/76 hours of family and domestic violence leave in a 12 month period in accordance with the NES, if:
- the Employee is experiencing family and domestic violence; and
  - the Employee needs to do something to deal with the impact of the family and domestic violence; and



- It is impractical for the Employee to do that thing outside the Employee's ordinary hours of work.

5.10.2 Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of an Employee, a member of an **Employee's** household, or a current or former intimate partner of an Employee that:

- seeks to coerce or control the Employee; and
- causes the Employee harm or to be fearful.

5.10.2.1 **A close relative is a member of the Employee's Immediate family, or someone** who is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

5.10.3 The family and domestic violence leave:

- is paid leave for full time, part time and casual Employees;
- available in full at the start of each 12 months period of the Employee's employment;
- does not accumulate from year to year.

5.10.4 The Employee may take family and domestic violence leave as:

- a single continuous 10 day period; or
- separate periods of one or more shifts each; or
- any separate periods to which the Employer and Employee agree, including periods of less than 1 full shift.

5.10.5 The General Manager may, at his/her discretion, provide additional paid and/or unpaid leave to deal with the impact of family and domestic violence.

5.10.6 An Employee must give his/her manager notice of the need to take family domestic violence leave, and the notice:

- must be given to the manager as soon as practicable (which may be a time after the leave has started); and
- must advise the manager of the period, or expected period, of the leave.

5.10.7 An Employee taking family and domestic violence leave may be required to provide the Employer with evidence that would satisfy a reasonable person of the need to take leave in accordance with clause 5.10.1. Any such information will be treated confidentially and in accordance with the NES.

## 6. RE-EMPLOYMENT AFTER A PERIOD OF ABSENCE

6.1 Where an Employee is re-employed, the Employer has the discretion to exempt the Employee from all or part of the approved training program and to waive a qualifying period.

6.2 The exemption or part exemption of the training program must be approved by the Department of Corrective Services.

## 7. SALARY SACRIFICE

7.1 Employees may choose to sacrifice part of their salary into superannuation in accordance with **the Employer's** Custodial policy. The Employer agrees to make available a copy of the policy to Employees. The policy does not form part of this Agreement and is not incorporated by reference into this Agreement.

## 8. TIME AND WAGES RECORDS

- 8.1 Except where mechanical or electronic recording devices are used for the purpose of recording starting and finishing times, an Employer will provide a time book or time sheet in which he or she will enter each day's starting and finishing times, each day's hours of work of each Employee (including overtime if any) and the wages received each week.
- 8.2 Such entries will be available at least once a week for signature by the Employee or his or her representative.
- 8.3 Time books, time sheets and other records kept in compliance with this sub clause will be kept for at least seven (7) years after they have been completed.

## 9. RESOLVING ISSUES/ DISPUTE PROCEDURE

- 9.1 Any dispute will be resolved using the following process:
  - 9.1.1 STEP 1: Any Employee with a dispute will raise the matter with his/her immediate supervisor, with a TWU or Employee representative in attendance if requested by the Employee.
  - 9.1.2 STEP 2: If the matter is not resolved at STEP 1 the Employee and if requested by the Employee, a TWU or Employee representative will consult with the relevant Coordinator.
  - 9.1.3 STEP 3: If the matter is not resolved at STEP 2 then the Employee, the **Employee's representative of choice which may be a TWU official will meet** with the General Manager or Operations Co- Coordinator to resolve the matter.
  - 9.1.4 STEP 4: If the matter is not resolved at STEP 3 then either side may involve FWC for conciliation and arbitration. FWC may use all its powers and procedures under the Act and its decision shall be binding on both parties. The status quo will apply except in the case of dismissal for misconduct or where the safety of personnel is threatened as a result.
- 9.2 While this process is in place there will be no industrial action and this process will prejudice neither Employee nor Employer.
- 9.3 Employees and their representatives and the TWU agree that minimum staffing levels shall be maintained at each site at all times to ensure the health, care and wellbeing, safety of persons in custody, the public and fellow Employees. Operations will continue without interruption during meetings or other interruptions initiated by Employees or their representatives to fulfill the requirements of the contract with the West Australian Government.

## 10. OCCUPATIONAL HEALTH AND SAFETY

### 10.1 LEGISLATION

- 10.1.1 The parties agree to abide by the procedures and advice contained in the *Work Health and Safety Act 2020* (WA Act) and Regulations as varied from time to time. The *Work Health and Safety Act 2020* (WA Act) and regulations is not part of this Agreement and is not incorporated into this Agreement.

### 10.2 PRACTICES

- 10.2.1 The parties agree to strive at all times to ensure to the maximum extent possible the maintenance of a Safe and Healthy workplace through:
  - 10.2.1.1 Continuous review of work and management practices affecting the inter-

relationship between efficiency, health and safety and job satisfaction at a plant level;

- 10.2.1.2 Measures designed to increase efficiency which ensure safe and healthy operation and increased job satisfaction;
- 10.2.1.3 Training including hazard specific and health and safety system training; and
- 10.2.1.4 Management of occupational health and safety through a comprehensive approach, which aims to control hazards at source, reduce the incidence and costs of occupational injuries and illnesses, and provided a rehabilitation system for injuries.
- 10.3 An Occupational Health and Safety Committee will be established at each site and at Employer level.
- 10.4 Committees will meet at least monthly and will facilitate co-operation between management and Employees on health and safety matters including the development, implementation and review of OHS policy and procedures, analysis of injury/incident trends and **workers' compensation** performance and review of accident/dangerous occurrence reports together with reports on preventative action taken.
- 10.5 ISSUES RESOLUTION PROCEDURES
  - 10.5.1 As soon as possible after any occupational health and safety issue has been reported, the Employer or management representative and OH&S representative will meet and try to resolve the issue.
  - 10.5.2 The resolution of the issue must take into account those of the following factors that are relevant:
    - 10.5.2.1 Establish that there is a hazard or danger;
    - 10.5.2.2 Whether the hazard or risk can be isolated;
    - 10.5.2.3 The number and location of Employees affected by it;
    - 10.5.2.4 Whether appropriate temporary measures are possible or desirable;
    - 10.5.2.5 The time that may elapse before the hazard or the risk is permanently corrected;
    - 10.5.2.6 Who is responsible for performing and overseeing the removal of the hazard or risk; and/or
    - 10.5.2.7 Cost and budget implications.
  - 10.5.3 As soon as possible after the resolution of an issue, details of the resolution must be brought to the attention of affected Employees in an appropriate manner.
  - 10.5.4 Should the issue not be resolved, the OH&S representative may utilise whatever legislative means are available to conclude the matter.
- 10.6 This Agreement will not operate so as to cause Employees a reduction in national occupational health and safety standards such as national exposure standards for atmospheric contaminants, national occupational health and safety regulatory models as adopted through State/Territory OHS legislation, and Standards Australia technical design standards.

## 11. OCCUPATIONAL HEALTH AND SAFETY PROGRAM

- 11.1 The Employer will institute a procedure for collecting information on the nature of hazards and incidence of injury, which includes:
  - 11.1.1 An internal system for reporting, recording and investigation of accidents, injuries and illness;
  - 11.1.2 The routine analysis of injury/illness/accident data; and
  - 11.1.3 Routine reports on key OHS performance indicators (lost time trends, injury frequency rate trends, and cost and severity measures, estimation of indirect costs).
- 11.2 A system of regular workplace inspections and regular hazard audits of work areas and work practices which include reference to relevant legislation, standards and codes of practice will be instituted at the workplace.
- 11.3 Records of workplace inspections will be maintained by the Employer and made available to the Occupational Health and Safety Committee upon request.
- 11.4 An effective system of introduction and job instruction for all Employees including as an integral part of such training instruction on the Employer's health and safety policy and procedures shall be instituted by the Employer. Employee responsibilities are also to be included.
- 11.5 The Employer will ensure the provision of information to Employees which enable them to carry out their tasks without risk to their health and safety and such information will be provided in a form that is accessible and easily understood by such Employees.
- 11.6 The Employer will institute a purchasing system which ensures the specifications for any item of plant, equipment and chemical substance comply with the relevant occupational health and safety legislation, standard or code of practice.
- 11.7 The Employer will ensure adequate emergency procedures are in place to deal with hazards present at the Employer's workplace.
- 11.8 The Senior Occupational Health and Safety Committee will seek external expert advice on OH&S matters as appropriate.

## 12. TRAINING

### 12.1 TRAINING AND CAREER DEVELOPMENT

- 12.1.1 The Employee agrees to participate in training courses scheduled to a minimum thirty-eight (38) hours of training attendance.
- 12.1.2 Any training hours in excess of the thirty (38) hours must be directed by the Employer and approved by the relevant manager prior to training attendance.
- 12.1.3 Approved training scheduled outside of ordinary hours will be paid at the appropriate penalty rate as outlined in subclause 4.1.
- 12.1.4 The Employee must achieve and maintain throughout his/her employment the standard of use of force and effective intervention as prescribed by the Employer, annual CPR and Senior First Aid certification as required. This training will be paid for by the Employer.
- 12.2 The Employee agrees that he/she will achieve and maintain, for the purposes of employment, current working knowledge in the areas of:
  - 12.2.1 DCB Policy and procedures;
  - 12.2.2 DCB risk assessment and self-harm procedures; and
  - 12.2.3 CSCS Act and Regulations as amended from time to time.

- 12.3 The Employer will assess the Employee's competence during employment on an ongoing basis. The assessment may be formal assessment, by observation of on the job performance or by a combination of these assessment techniques.
- 12.4 The Employer will provide ready access to the relevant Acts and regulations, all policies and procedures and ensure that the Employees are provided with the opportunity for ongoing training. DCB Policy and procedures, DCB risk assessment and self-harm procedures and CSCS Act and Regulations do not form part of this Agreement and are not incorporated by reference into this Agreement.
- 12.5 Employees who deliver formal training will be paid at the Senior Officer rate when delivering the training.

### 13. UNIFORMS

- 13.1 The Employer shall provide Employees with a uniform on commencement of employment and the uniform shall remain the property of the Employer
- 13.2 Additional issue of uniform shall be on the basis of fair wear and tear and upon the return of the old uniform.
- 13.3 Employees will not commence work on any shift and may be subject to disciplinary procedures where;
- 13.3.1 Uniforms are not complete, clean or pressed or;
- 13.3.2 Grooming standards, as outlined in the Code of Conduct and Employer policies are not maintained. The Code of Conduct does not form part of this Agreement and is not incorporated by reference into this Agreement.
- 13.3.3 The Employer will provide an annual footwear allowance as shown in Appendix A. Payments will be made annually and in the pay period of the Employee's **anniversary date**.

### 14. UNION RELATIONSHIPS

#### 14.1 UNION DELEGATE TRAINING

- 14.1.1 The Employer agrees to a maximum 10 days per annum, non-cumulative, Trade Union Training each financial year to be shared by all delegates. The maximum for any one delegate is 5 days.
- 14.1.2 A delegate will be released for training without loss of ordinary pay:
- **subject to a minimum of 14 days' notice**
  - the day off does not compromise operating requirements and the Employer has the right to refuse granting leave to attend TUT in such circumstances or if the delegate has previously attended
  - the training syllabus outlines that the training is of demonstrable benefit to the Employer.

#### 14.2 EMPLOYEE INDUCTION

- 14.2.1 The TWU DCB Organiser will be invited to make a 30 minute presentation to **introduce the Union as part of new Employee's induction. The Organiser will** be introduced by management and may hold their presentation in confidence.

#### 14.3 TWUSUPER INDUCTION

- 14.3.1 The Employer will permit a representative from TWU Super to engage in conversations on-site with new Employees for the purpose of explaining the features and providing information about TWU Super, at a time that is mutually agreeable between the Employer and the TWU.

14.4 YARD MEETINGS

- 14.4.1 Employees are permitted to attend three paid yard meetings with their TWU Organiser per calendar year. The paid yard meetings will be 30 minutes in duration and held at a time that is mutually agreeable between the Employer and the TWU.

15. FLEXIBILITY

15.1 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 15.1.1 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;
  - (vi) Minimum hours work for an Officer employed as a Permanent Flexi; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

- 15.1.2 The Employer must ensure that the terms of the individual flexibility arrangement:

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

- 15.1.3 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.

- 15.1.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 15.1.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) **by giving no more than 28 days' written notice to the other party to the arrangement;** or
  - (b) if the Employer and Employee agree in writing — at any time.

## 15.2 REQUESTS FOR FLEXIBLE WORK ARRANGEMENTS

- 15.2.1 Eligible Employees may request a change in their working arrangements due to the following circumstances:

- the Employee is the parent, or has the responsibility for the care, of a child who is of school age or younger;
- the Employee is a carer (within the meaning of the *Carer Recognition Act 2010* (Cth));
- the Employee has a disability;
- the Employee is 55 or older;
- the Employee is experiencing family or domestic violence;
- the Employee provides care or support to a member of the Employee's Immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing family or domestic violence.

### 15.2.2 Eligibility

Full time and part time Employees are eligible to make a flexible work request if they have completed at least 12 months of continuous service with the Employer at the time the request is made.

Casual Employees are eligible to make a flexible work request if at the time of making the request they

- have been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- have a reasonable expectation of continuing employment on a regular and systematic basis.

- 15.2.3 The request must be in writing and set out details of the change being sought and the reasons for the change (relating to the circumstances outlined at clause 15.2.1).

- 15.2.4 The Employer may reject the request on reasonable business grounds, which may include that the arrangements requested:

- would be too costly for the Employer;
- would require the working arrangements of other Employees to be changed when there is no capacity to do so;
- would require the working arrangements of other Employees to be changed, or the recruit of new Employees, which would be impractical;
- would be likely to result in significant loss in efficiency or productivity;
- would be likely to have a significant impact on customer or client service.

- 15.2.5 Before responding to a request, the Employer must discuss the request with the Employee and genuinely try to reach an agreement on a change in working

arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- the needs of the Employee;
- the consequences for the Employee if changes in working arrangements are not made; and
- any reasonable business grounds for refusing the request.

15.2.6 The Employer must provide a written response to the request within 21 days, stating whether the request is approved or rejected, and if rejected the response must include reasons why the request is rejected.

15.2.7 If the request has been rejected, the written response must include:

- details of the reasons for the refusal, including the business ground(s) for the refusal and how the ground applies; and
- whether or not there are any alternative changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's **circumstances, and what those changes** are.

15.2.8 If the Employer and the Employee reach an agreement under clause 15.2.5 on a change in working arrangements that differs from the initial request, then the Employer must provide the Employee with a written response to the request setting out the agreed change(s) in working arrangements.

15.2.9 Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by clause 15.2 can be dealt with under clause 9. Resolving Issues/Dispute Procedure.

## 16. CONSULTATION

### 16.1. SITE CONSULTATIVE COMMITTEE

16.1.1 The site Consultative Committee shall meet once a quarter, or more regularly as needed.

### 16.2. CONSULTATION ABOUT MAJOR WORKPLACE CHANGE

16.2.1 If the Employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on its Employees, the Employer must:

16.2.1.1 give notice of the changes to all Employees who may be affected by them and their representatives (if any); and

16.2.1.2 discuss with impacted Employees and their representatives (if any):

- the introduction of the changes; and
- their likely effect on Employees; and
- measures to avoid or reduce the adverse effects of the changes on Employees; and

16.2.1.3 commence discussions as soon as practicable after a definite decision has been made.

16.2.2 The Employer must give in writing to the impacted Employees and their representatives (if any) all relevant information about the changes including:

- the nature of the changes; and



- the expected impact of the changes on Employees; and
- any other matters likely to affect Employees.

16.2.3 The Employer is not required to disclose any confidential information if its disclosure would be contrary to **the Employer's** interests.

16.2.4 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

16.2.5 For the purposes of subclause 16.2.1, significant effects on Employees include any of the following:

- termination of employment; or
- major changes in the composition, operation or size of the Employer's workforce or in the skills required; or
- loss of, or reduction in, job or promotion opportunities; or
- loss of, or reduction in, job tenure; or
- alteration of hours of work; or
- the need for Employees to be retrained or transferred to other work or locations; or
- job restructuring.

#### 16.3. CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK

16.3.1 This clause applies if the Employer proposes to change the regular roster or ordinary hours of work of an Employee, other than an Employee whose working hours are irregular, sporadic or unpredictable.


16.3.2 The Employer must consult with any Employees affected by the proposed change and their representatives (if any), and the Employer must:

- provide to the Employees and their representatives information about the proposed changes; and
- invite the Employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.


16.3.3 The Employer must consider any views given by the Employee or their representative.

SIGNATURES


**Signed for and on behalf of G4S Custodial Services Pty Ltd by:**


Signed:  Date: 11/4/24  
 Name: Neomie Colls  
 Position: Director Human Resources  
 Address: 616 St Kilda Rd Melbourne 3004

**In the presence of (witness):**

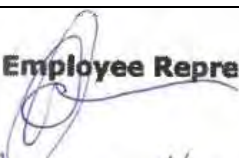
Signed:  Date: 11/04/24  
 Name: Simon Chant  
 Address: 616 St Kilda Rd Melbourne 3004

**Signed for an on behalf of the Transport Workers' Union:**


Signed:  Date: 15/04/24  
 Name: Timothy John Dawson  
 Position: Branch Secretary  
 Address: 143 Chisholm Crescent, Kewdale 6105  
 In the presence of (witness):

Signed:  Date:  
 Name: Kim SCARLETT  
 Address: 143 CHISHOLM CRESCENT, KEWDALE, 6105, WA


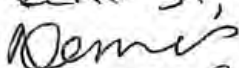
**Signed by Employee Representative:**

Signed:  Date: 11/04/24  
 Name: Allan Henderson  
 Position: MASTER CONTROL DCS.  
 Address: 195 BELGARD PARK TERRACE

**In the presence of (witness):**

Signed:  Date: 11/04/2024  
 Name: Kim PARALIA  
 Address: DCB 500 HATH ST PERTH

**Signed for and on behalf of the Transport Workers' Union of Australia:**

Signature of authorised person:  Date: 16/4/24  
 Name: Emily Menikoff  
 Authority to sign: Acting Assistant Secretary  
 Address: 447 Kent St, Haymarket  
 Witness signature:  Date: 16/4/24  
 Name: Naelia Dana Gubbay-Nerres  
 Title: Solicitor

## APPENDIX A – WAGE RATES AND ALLOWANCES

Wage Rates effective from the first full pay period commencing on or after 1 July 2023 (4.5% increase)			
Classification	Ordinary Rate Per Hour (100%)	Overtime Rate Per Hour (150%)	Overtime Rate Per Hour (200%)
Trainee	\$28.35	\$42.53	\$56.70
Probationary Court Security & Custodial Services Officer	\$35.38	\$53.07	\$70.76
Court Security & Custodial Services Officer	\$37.23	\$55.85	\$74.46
Court Security & Custodial Services Officer - Senior Officer	\$42.01	\$63.02	\$84.02
Master Control Room Operator	\$44.08	\$66.12	\$88.16
Casual Court Security & Custodial Services Officer (inclusive of casual loading)	\$46.54	\$61.44	\$81.91

Allowances effective from the first full pay period commencing on or after 1 July 2023			
Clause	Allowances	Amount	Pay Frequency
4.2	Meal Allowance	\$33.87	per occasion
4.3.1	High Security Escort/Hospital Sits Allowance	\$5.79	per hour
13.2.3	Boot Allowance	\$150.00	annually on anniversary

Wage Rates effective from the first full pay period commencing on or after 1 July 2024 (3.5% increase)			
Classification	Ordinary Rate Per Hour (100%)	Overtime Rate Per Hour (150%)	Overtime Rate Per Hour (200%)
Trainee	\$29.34	\$44.01	\$58.68
Probationary Court Security & Custodial Services Officer	\$36.62	\$54.93	\$73.24
Court Security & Custodial Services Officer	\$38.53	\$57.80	\$77.06
Court Security & Custodial Services Officer - Senior Officer	\$43.48	\$65.22	\$86.96
Master Control Room Operator	\$45.62	\$68.43	\$91.24
Casual Court Security & Custodial Services Officer (inclusive of casual loading)	\$48.17	\$63.58	\$84.77

Allowances effective from the first full pay period commencing on or after 1 July 2024			
Clause	Allowances	Amount	Pay Frequency
4.2	Meal Allowance	\$36.09	per occasion
4.3.1	High Security Escort/Hospital Sits Allowance	\$5.99	per hour
13.2.3	Boot Allowance	\$150.00	annually on anniversary

Wage Rates effective from the first full pay period commencing on or after 1 July 2025 (3.5% increase)			
Classification	Ordinary Rate Per Hour (100%)	Overtime Rate Per Hour (150%)	Overtime Rate Per Hour (200%)
Trainee	\$30.37	\$45.56	\$60.74
Probationary Court Security & Custodial Services Officer	\$37.90	\$56.85	\$75.80
Court Security & Custodial Services Officer	\$39.88	\$59.82	\$79.76
Court Security & Custodial Services Officer - Senior Officer	\$45.00	\$67.50	\$90.00
Master Control Room Operator	\$47.22	\$70.83	\$94.44
Casual Court Security & Custodial Services Officer (inclusive of casual loading)	\$49.86	\$65.80	\$87.74

Allowances effective from the first full pay period commencing on or after 1 July 2025			
Clause	Allowances	Amount	Pay Frequency
4.2	Meal Allowance	\$37.35	per occasion
4.3.1	High Security Escort/Hospital Sits Allowance	\$6.20	per hour
13.2.3	Boot Allowance	\$150.00	annually on anniversary

## THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/1286 – Application for approval of the G4S Custodial Services Pty Ltd DCB WA Agreement 2023

Applicant:

G4S Custodial Services Pty Ltd

**Section 185 – Application for approval of a single enterprise agreement****Undertaking – Section 190**

I, Simon Chant, Head of Workplace Relations, have the authority given to me by G4S Custodial Services Pty Ltd to give the following undertakings with respect to the *G4S Custodial Services Pty Ltd DCB WA Agreement 2023* ("the Agreement"):

1. Clause 1.2.3 of the Agreement will be replaced with the following:

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

2. Clause 2.5.2.4.1 of the Agreement will be replaced with the following:

2.5.2.4.1       The notice of termination required to be given by an Employee is the same as the scale provided in the Table in subclause 2.5.2.1. If an Employee fails to give the required notice, or having given such notice leaves before the notice expires, the Employee forfeits the entitlement to any moneys owing to the Employee under this Agreement, provided that the Employee is at least 18 years old and the moneys forfeited do not exceed one week's wages for the Employee.

3. Clause 2.7.6.1 of the Agreement will be replaced with the following:

2.7.6.1           This clause shall not apply where employment is terminated because of serious conduct, or in the case of casual Employees, probationary Employees, trainees, or Employees engaged for a specific period of time or for a specified task or tasks.

4. Clause 5.1.1.1 of the Agreement will be replaced with the following:

5.1.1.1           Except as hereinafter provided, a period of four weeks (152 hours) paid leave will be allowed annually to a permanent full-time Employee and pro-rata to the usual weekly hours worked for permanent flexi-time Employees by the Employer. Annual

leave will accrue progressively based on ordinary hours worked and accumulates from year to year.

5. Clause 5.1.2 of the Agreement will be replaced with the following:

5.1.2 Period of Leave – shift workers

For the purposes of annual leave, a shift worker is an employee who:

- works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the 7 days of the week; and
- is regularly rostered to work on Sundays and public holidays.

Shift workers under this agreement, will receive a minimum of 5 weeks/190 hours of paid annual leave annually, which will accrue progressively based on ordinary hours worked and accumulates from year to year.

Shift workers who work a 12 ordinary hour permanent shift roster in accordance with clause 2.9.1 and 2.9.3, will receive 210 hours of paid annual leave annually.

6. Clause 5.2.4.1 of the Agreement will be replaced with the following:

5.2.4.1 Employees will inform the appropriate Employer's representative of the nature of the injury or illness and the estimated duration of absence on personal leave. Where possible, Employees should endeavour to provide notification of personal leave prior to the commencement of ordinary hours, or if not possible, as soon as practicable (which may be a time after the leave has started).

7. The following subclause will be inserted into clause 5.6.1 of the Agreement:

5.6.1.1 In addition to the above, any other day, or part-day, declared or prescribed by or under a law of State of Western Australia to be observed generally within Western Australia, or a region of Western Australia, 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.

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

Signature



Date

29 April 2024